

**Borough of Matawan
Workshop Session
October 6, 2020**

A regular meeting of the Council of the Borough of Matawan, New Jersey, was held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey on October 6, 2020, with Mayor Joseph Altomonte presiding. Pursuant to Section 5 of the Open Public Meetings Act, adequate notice of this meeting has been provided by publishing notification in the Independent on January 8, 2020, by sending notice to the Asbury Park Press, and 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. Mayor Altomonte called the meeting to order at 7:03 PM requesting a roll call.

On roll call the following members responded present:

Yes: Councilwoman Stephanie Buckel
Councilwoman Deana Gunn
Councilman John Lazar
Councilman Nicolas Reeve

Absent: Councilman Brian Livesey
Councilman Brett Cannon

Also present were Scott Carew, Borough Administrator and Pasquale Menna, Esq., Borough Attorney.

Mayor Altomonte asked everyone to stand for a Salute to the Flag.

Mayor Altomonte asked everyone to stand for a Moment of Silence.

Mayor Altomonte announced the addition of Resolutions 20-06-23, 20-10-08, 20-010-09, and 20-10-10 to the Agenda.

Privilege of the Floor for Agenda Items Only

Mayor Altomonte opened the Privilege of the Floor for Agenda Items Only.

There were no comments.

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

Approval of Firefighter

Mayor Altomonte requested a motion to approve Borough of Matawan Volunteer Firefighter Applicant, Barry Sanders. Councilman Lazar made the motion, seconded by Councilman Reeve. Council agreed. Motion passed.

Approval of Minutes

Mayor Altomonte requested a motion to approve the minutes of the September 15, 2020 Council Meeting. Councilman Lazar made the motion, seconded by Councilman Reeve. Council agreed. Motion passed.

Old Business

Mayor Altomonte read by title Ordinance 20-08: Amending and Supplementing the Code of the

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Borough of Matawan – Chapter II – Administration – Section 13 – Third Party Payroll Disbursement. Mayor Altomonte requested a motion to open the public hearing. Councilman Lazar made the motion, seconded by Councilman Reeve. Council agreed. Motion passed. Mayor Altomonte requested comments. There were no comments. Mayor Altomonte requested a motion to close the public hearing. Councilman Lazar made the motion, seconded by Councilman Reeve. Motion passed. Mayor Altomonte read by title Ordinance 20-08: Amending and Supplementing the Code of the Borough of Matawan – Chapter II – Administration – Section 13 – Third Party Payroll Disbursement, requesting a motion to adopt. Councilman Lazar made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilwoman Stephanie Buckel
Councilwoman Deana Gunn
Councilman John Lazar
Councilman Nicolas Reeve

Motion passed.

**ORDINANCE 20-08
AMENDING AND SUPPLEMENTING THE CODE OF THE BOROUGH OF MATAWAN
CHAPTER II – ADMINISTRATION, SECTION 13 – THIRD PARTY PAYROLL DISBURSEMENT**

WHEREAS, the Local Finance Board of the State of New Jersey adopted formal “Controls for Payroll Purposes” in order to provide formal authority for local governments to hire third-party payroll services/dispersing services to disburse funds to payroll agencies; and

WHEREAS, in order to have a payroll servicer provide disbursement services, the Council of the Borough of Matawan must formally approve the principle of a third-party having access to Borough funds, formally assigning responsibility to an official to oversee the process by enacting an ordinance, and approving all contracts or extensions.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Borough of Matawan, County of Monmouth, State of New Jersey that Chapter II, Section 13 entitled “Third-Party Payroll Disbursement” is hereby established in the “Revised General Ordinances of the Borough of Matawan” as follows:

Section 13 Third-Party Payroll Disbursement

13-1 Purpose; definitions.

- a. The purpose and intent of these regulations is to abide by the requirements of NJSA 52:27D-20.1 and NJAC 5:30-17.1 et seq., governing electronic disbursement controls for payroll purposes.
- b. Definitions. As used in this chapter, the following terms shall have the meanings indicated:

“Approval Officer” – Person(s) responsible for authorizing and supervising the activities of the payroll service.

“Payroll Service” – Third-party payroll service organization.

“Borough” – Borough of Matawan

13-2 Authorization

- a. The Borough is authorized to use a payroll service to prepare payment documentation, take possession of Borough funds, and make such disbursements itself on behalf of the Borough.
- b. The following payroll service providers shall be required to comply with these regulations:
 1. Payroll service providers who use their own customized programming process to execute disbursements for the Borough.
 2. Payroll service providers who use a third-party processor to execute disbursements for the Borough.

13-3 Borough Requirements

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- a. *The appointment of a payroll service shall be pursuant to the Local Public Contracts Law, See NJSA 40A:11-1 et seq. and shall require the contractor to do the following, not by way of limitation: data collection, agency report preparation, calculation of withholding, direct deposit of payroll disbursements and/or transfer of Borough funds to contractor's account for subsequent disbursement of payment.*
- b. *Any renewal or extension of a contract under these regulations shall be by resolution.*
- c. *The Chief Financial Officer is hereby appointed the approving officer and is responsible for authorizing and supervising the activities of the payroll service and shall further be charged with the reconciliation and analysis of all general ledger accounts affected by the activities of the disbursing organization.*
- d. *If required by the contract between the Borough and the payroll service, the payroll service is permitted to hold the Borough funds pending transmittal to a payee*

13-4 *Payroll service requirements*

- a. *A payroll service must meet all the following requirements:*
 1. *Report any irregularities that may indicate potential fraud, noncompliance with appropriate laws, dishonesty or gross incompetence on the part of the approval officer;*
 2. *Report circumstances that could jeopardize its ability to continue operations or otherwise interrupt the services provided by the Borough.*
- b. *A payroll service must meet the requirements of NJAC 5:30-17.5, requiring that the approval officer be assured that the servicer has its own internal controls and appropriately guard against theft and other adverse conditions.*
- c. *All contracts entered into pursuant to these regulations and the laws authorizing the same shall comply with the requirements of NJAC 5:30-17.6, which sets out a series of mandatory contractual terms and conditions.*

13-5 *Establishment of service*

Upon the adoption of these regulations, the Borough Administrator, with the assistance of the Chief Financial Officer and the Borough Attorney, as necessary, is hereby authorized and directed to enter into a contract for payroll service in accordance with all local public contracting laws and NJAC 5:30-17. Appointment of the payroll service shall be by separate resolution of the Borough.

BE IT FURTHER ORDAINED any Ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistencies only.

BE IT FURTHER ORDAINED if any provisions of this Ordinance, or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance, which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

BE IT FURTHER ORDAINED this ordinance shall take effect immediately upon following the passage, adoption and publication pursuant to law.

BE IT FURTHER ORDAINED that a true certified copy of this Ordinance shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Payroll as well as the Borough Auditor.

Mayor Altomonte read by title Ordinance 20-09: Bond Ordinance Supplementing Ordinance No. 19-24 of the Borough of Matawan Finally Adopted on December 17, 2019 by Appropriating an Additional \$292,500 Therefor, Including a Grant in the Amount of \$159,022 Expected to be Received from the County of Monmouth, and by Authorizing the Issuance of an Additional \$127,000 Bonds or Notes of the Borough to Finance the Cost Thereof. Mayor Altomonte requested a motion to open the public hearing. Councilman Lazar made the motion, seconded by Councilman Reeve. Council agreed. Motion passed. Mayor Altomonte requested comments. There were no comments. Mayor Altomonte requested a motion to close the public hearing. Councilman Lazar made the motion, seconded by Councilman Reeve. Council agreed. Motion passed. Mayor Altomonte read by title Ordinance 20-09: Bond Ordinance Supplementing Ordinance No. 19-24 of the Borough of Matawan Finally Adopted on December 17, 2019 by Appropriating an Additional \$292,500 Therefor, Including a Grant in the Amount of \$159,022 Expected to be Received from the County of Monmouth, and by Authorizing the Issuance of an Additional \$127,000 Bonds or Notes of the Borough to Finance the Cost Thereof, requesting a motion to adopt. Councilman Lazar made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

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Yes: Councilwoman Stephanie Buckel
Councilwoman Deana Gunn
Councilman John Lazar
Councilman Nicolas Reeve

Motion passed.

ORDINANCE 20-09

BOND ORDINANCE SUPPLEMENTING ORDINANCE NO. 19-24 OF THE BOROUGH OF MATAWAN FINALLY ADOPTED ON DECEMBER 17, 2019 BY APPROPRIATING AN ADDITIONAL \$292,500 THEREFOR, INCLUDING A GRANT IN THE AMOUNT OF \$159,022 EXPECTED TO BE RECEIVED FROM THE COUNTY OF MONMOUTH, AND BY AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$127,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE 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. Section 3 of Bond Ordinance No 19-24 finally adopted on December 17, 2019 of the Borough of Matawan, a municipal corporation of the State of New Jersey (the "Borough") (the "Prior Bond Ordinance") is hereby supplemented as set forth within this bond ordinance. The improvement or purpose described in Section 3 of this bond ordinance has been authorized to be undertaken by the Borough as a general improvement. For the improvement or purpose described in Section 3, there is hereby appropriated the additional amount of \$292,500, including a grant expected to be received from the County of Monmouth in the amount of \$159,022, and the sum of \$6,478 as the additional down payment 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 additional down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$127,000 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.

Section 3. (a) The improvement or purpose hereby authorized for which bonds are to be issued for capital improvements for the Borough's Main Street Streetscape Improvement Program – Phase III, as set forth in plans and specifications on file with the Borough, including all work and materials necessary therefor or incidental thereto. This improvement or purpose supplements the improvement or purpose authorized in Section 3 of the Prior Bond Ordinance.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose authorized in this bond ordinance and in Section 3 of the Prior Bond Ordinance is \$190,000, which is the aggregate amount of \$127,000 authorized in this bond ordinance and \$63,000 authorized in Section 3 of the Prior Bond Ordinance.

(c) The estimated cost of the improvement or purpose authorized in this bond ordinance and in Section 3 of the Prior Bond Ordinance is \$359,000, which is the aggregate amount of \$292,500 appropriated in this bond ordinance and \$66,500 appropriated in Section 3 of the Prior Bond Ordinance.

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 note shall mature later than one year from its date. The 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 notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1. The Chief Financial Officer is hereby authorized to sell part or all of the 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 from their dates to the date 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 or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the names 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.

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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 10 years.*

(c) *An aggregate amount not exceeding \$44,000 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 \$127,000 (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.*

Mayor Altomonte read by title Resolution 20-09-08: Award of Contract for Main Street Streetscape Improvements Project Phase III – AA Berms, LLC. Councilman Lazar made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Stephanie Buckel
Councilwoman Deana Gunn
Councilman John Lazar
Councilman Nicolas Reeve

Motion passed.

**RESOLUTION 20-09-08
AWARD OF CONTRACT FOR
MAIN STREET STREETSCAPE IMPROVEMENTS PROJECT PHASE III
AA BERMS, LLC**

WHEREAS, the Borough of Matawan previously authorized the receipt of bids for the Main Street Streetscape Improvements Project Phase III; and

WHEREAS, pursuant to law the Borough of Matawan solicited bids for the Main Street Streetscape Improvements Project Phase III; and

WHEREAS, the Borough of Matawan received six (6) bids for the aforesaid contract; and

WHEREAS, AA Berms, LLC has submitted the low bid in the total amount of Two Hundred Thirty-Nine Thousand, Eight Hundred and Two Dollars and No Cents (\$239,802.00); and

WHEREAS, Robert Keady of T&M Associates has reviewed, approved and recommended the bid of AA Berms, LLC for the aforesaid contract.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that the contract for the Main Street Streetscape Improvements Project Phase III be and is hereby awarded to AA Berms, PO Box 180, Belleville, NJ 07109, for the amount as indicated above and in accordance with all Contract specifications, contracts and documents, commencing twenty (20) days after publication, and subject to certification by the Chief Financial

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Officer that funds are available, review and approval of Contract documents by the Borough Attorney and approval of the New Jersey Department of Labor, Division of Wage and Hour Compliance, approval of the New Jersey Department of Transportation and the Mayor is hereby authorized to execute any necessary documents to implement the aforesaid award of contract, commencing twenty (20) days after publication.

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, Public Works as well as T&M Associates and AA Berms, LLC

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, and upon adoption of the funding Bond Ordinance, funds are available from the C-04-55-919-201 Budget of the Borough of Matawan (T&M Project No. MATN-04148) for the Borough of Matawan award of contract for the Main Street Streetscape Improvements Project Phase III to AA Berms, LLC, in an amount not to exceed Two Hundred Thirty-Nine Thousand, Eight Hundred and Two Dollars and No Cents (\$239,802.00).

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: October 6, 2020

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YOUR GOALS. OUR MISSION.

MATN-04148

August 25, 2020

Via email and First Class Mail

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

**Re: Main Street Streetscape, Phase III
Review of Bids and Recommendation of Award**

Dear Mr. Carew:

On Tuesday, August 25, 2020, 6 bids were received for the above referenced project. A detailed bid summary is attached. The six (6) bids were received as summarized below:

<u>Bidders</u>	<u>Base Bid</u>	<u>Add Alternate A</u>	<u>Total Bid</u>
AA Berms LLC	\$200,242.00	\$39,560.00	\$239,802.00
Precise Construction	\$211,425.00	\$53,810.00	\$265,235.00
J.C. Contracting	\$235,128.00	\$45,854.00	\$280,982.00
S. Batata Construction	\$249,030.00	\$49,060.00	\$298,090.00
Seacoast Construction	\$270,902.67	\$38,270.00	\$309,172.67
Berto Construction	\$296,834.02	\$86,475.00	\$383,309.02

The apparent low bidder is AA Berms LLC, P.O. Box 180, Belleville, NJ 07109. T&M has inquired regarding their work on previous projects and has been informed that their work is satisfactory. It was noted during the review of AA Berms LLC bid documents that their corporate seal was not applied on several pages; therefore, we defer comment to the Borough Attorney on whether this flaw may be waived or if the contract should be awarded to the 2nd low bidder.

Subject to the review of the Borough Attorney, we recommend awarding the bid to AA Berms LLC either for the Base Bid amount of \$200,242.00 or the Base Bid + Add Alternate A for a total of 239,802.00, or, should it be found that AA Berms LLC has a flaw with their bid, we recommend awarding to the 2nd low bidder, Precise Construction for either the Base Bid amount of \$211,425.00 or the Base Bid + Add Alternate A for a total of 265,235.00.

The award shall be contingent on the availability of funds, review of the Borough Attorney, review by the Department of Labor, Office of Wage and Hour Compliance, and the Monmouth County Office of Community Development.

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 ENGINEER

RRK:PB
Enclosures

c: Mayor and Council
Karen Wynne, Clerk (via email with copies of 2 low bid packages)
Pasquale Menna, Attorney (via email with copies of 2 low bid packages)
Nicole Horvath, CFO (via email)
Robin Klinger, Deputy Clerk

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NO.	ITEM DESCRIPTION	UNIT	TOTAL QTY.	AA BERMS LLC PO BOX 180 BELLEVILLE, NJ 07109		PRECISE CONSTRUCTION 1016 HIGHWAY 33 FREEHOLD, NJ 07728		J.C. CONTRACTING 681 MILL STREET RAHWAY, NJ 07065		S. BAYATA CONSTRUCTION 238 ERNSTON ROAD, SUITE 1R PARLIN, NJ 08869		SEACOAST CONSTRUCTION 15 ADDINGTON COURT EAST BRUNSWICK, NJ 08818		BERTO CONSTRUCTION 625 LEESVILLE AVENUE RAHWAY, NJ 07065	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	CLEANING SITE	LS	1	\$21,000.00	\$21,000.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$32,500.00	\$32,500.00	\$30,000.00	\$30,000.00
2	BREAKAWAY BARRICADE	UNIT	50	\$1.00	\$50.00	\$10.00	\$500.00	\$1.00	\$50.00	\$50.00	\$5,000.00	\$50.01	\$5,001.00	\$0.50	\$50.50
3	ORUM	UNIT	50	\$1.00	\$50.00	\$10.00	\$500.00	\$1.00	\$50.00	\$50.00	\$5,000.00	\$0.50	\$50.50	\$0.50	\$50.50
4	TRAFFIC CONE	UNIT	50	\$1.00	\$50.00	\$10.00	\$500.00	\$1.00	\$50.00	\$50.00	\$5,000.00	\$0.50	\$50.50	\$0.50	\$50.50
5	CONSTRUCTION SIGNS	SF	75	\$1.00	\$75.00	\$35.00	\$2,625.00	\$1.00	\$75.00	\$75.00	\$7,500.00	\$0.01	\$0.75	\$20.00	\$1,500.00
6	POLICE TRAFFIC DIRECTIONS (IF & WHERE DIRECTED)	UNIT	250	\$101.42	\$25,355.00	\$101.42	\$25,355.00	\$101.42	\$25,355.00	\$101.42	\$25,355.00	\$101.42	\$25,355.00	\$101.42	\$25,355.00
7	EXCAVATION, TEST PIT	UNIT	2	\$1.00	\$2.00	\$250.00	\$500.00	\$50.00	\$100.00	\$100.00	\$200.00	\$0.01	\$0.02	\$0.01	\$0.02
8	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK (IF & WHERE DIRECTED)	SY	25	\$6.00	\$150.00	\$10.00	\$250.00	\$2.00	\$50.00	\$50.00	\$1,000.00	\$0.01	\$0.25	\$17.00	\$300.00
9	1/4" ASPHALT, 3" ON LEES	SY	110	\$70.00	\$7,700.00	\$15.00	\$1,650.00	\$6.00	\$660.00	\$6.00	\$660.00	\$7.50	\$7,700.00	\$8.00	\$8,800.00
10	POLYMERIZED JOINT ADHESIVE	LF	100	\$15.00	\$1,500.00	\$5.00	\$500.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00
11	TACK COAT	GAL	20	\$10.00	\$200.00	\$1.00	\$20.00	\$1.00	\$20.00	\$2.00	\$40.00	\$50.00	\$1,000.00	\$1.00	\$20.00
12	HOT MIX ASPHALT, 8 1/2" SURFACE COURSE, 2" THICK	TON	30	\$124.00	\$3,720.00	\$250.00	\$7,500.00	\$350.00	\$10,500.00	\$200.00	\$6,000.00	\$200.00	\$6,000.00	\$200.00	\$6,000.00
13	HOT MIX ASPHALT, 1 1/4" BASE COURSE, 4" THICK (IF & WHERE DIRECTED)	TON	15	\$100.00	\$1,500.00	\$200.00	\$3,000.00	\$200.00	\$3,000.00	\$200.00	\$3,000.00	\$200.00	\$3,000.00	\$200.00	\$3,000.00
14	CONCRETE SIDEWALK, 4" THICK	SY	200	\$95.00	\$19,000.00	\$81.00	\$16,200.00	\$110.00	\$22,000.00	\$110.00	\$22,000.00	\$80.00	\$16,000.00	\$80.00	\$16,000.00
15	CONCRETE PAVEMENT SIDEWALK, 2 1/2" THICK	SY	45	\$155.00	\$6,975.00	\$108.00	\$4,860.00	\$220.00	\$9,900.00	\$220.00	\$9,900.00	\$148.00	\$6,660.00	\$148.00	\$6,660.00
16	HOT MIX ASPHALT DRIVEWAY, 6" THICK	SY	45	\$50.00	\$2,250.00	\$50.00	\$2,250.00	\$50.00	\$2,250.00	\$50.00	\$2,250.00	\$50.00	\$2,250.00	\$50.00	\$2,250.00
17	6" X 20" CONCRETE VERTICAL CURB	LF	75	\$15.00	\$1,125.00	\$30.00	\$2,250.00	\$80.00	\$6,000.00	\$80.00	\$6,000.00	\$54.00	\$4,050.00	\$54.00	\$4,050.00
18	1/2" X 20" PRECAST CONCRETE CURB	LF	37	\$50.00	\$1,850.00	\$75.00	\$2,775.00	\$50.00	\$1,850.00	\$50.00	\$1,850.00	\$75.00	\$2,775.00	\$75.00	\$2,775.00
19	DELETABLE WARNING SURFACE	SY	4	\$250.00	\$1,000.00	\$300.00	\$1,200.00	\$350.00	\$1,400.00	\$350.00	\$1,400.00	\$500.00	\$2,000.00	\$200.00	\$800.00
20	RESET PAVEMENT SIDEWALK	SY	35	\$90.00	\$3,150.00	\$90.00	\$3,150.00	\$150.00	\$5,250.00	\$150.00	\$5,250.00	\$180.00	\$6,300.00	\$180.00	\$6,300.00
21	TRAFFIC STRIPES, LONG-LIFE THERMOPLASTIC, 6" WIDE	LF	130	\$10.00	\$1,300.00	\$9.00	\$1,170.00	\$7.60	\$988.00	\$7.60	\$988.00	\$5.00	\$650.00	\$5.00	\$650.00
22	TRAFFIC STRIPES, LONG-LIFE THERMOPLASTIC, 6" WIDE	LF	50	\$5.00	\$250.00	\$2.00	\$100.00	\$1.10	\$55.00	\$1.10	\$55.00	\$2.00	\$100.00	\$2.00	\$100.00
23	WASH/RECYCLABLE RECEPTACLE (IF & WHERE DIRECTED)	UNIT	3	\$2,100.00	\$6,300.00	\$3,300.00	\$9,900.00	\$3,350.00	\$10,050.00	\$3,350.00	\$10,050.00	\$3,350.00	\$10,050.00	\$3,350.00	\$10,050.00
24	BENCH	UNIT	4	\$2,180.00	\$8,720.00	\$2,675.00	\$10,700.00	\$2,700.00	\$10,800.00	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00
25	DECORATIVE LIGHT POLE & FIXTURE (INCLUDING CONDUIT & WIRE)	UNIT	6	\$11,000.00	\$66,000.00	\$9,400.00	\$56,400.00	\$12,000.00	\$72,000.00	\$12,000.00	\$72,000.00	\$12,000.00	\$72,000.00	\$12,000.00	\$72,000.00
26	ELECTRIC SPRINGS	LS	1	\$10,000.00	\$10,000.00	\$14,800.00	\$14,800.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
27	1/2" X 1/2" SILK JAPANESE TREE LULAC, 2-1/2" CALIPER, 9M	UNIT	2	\$600.00	\$1,200.00	\$450.00	\$900.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
28	BORROW TOPSOILING, 4" THICK	SY	80	\$4.00	\$320.00	\$10.00	\$800.00	\$900.00	\$720.00	\$85.00	\$6,800.00	\$10.00	\$800.00	\$10.00	\$800.00
29	FERTILIZING AND SPREADING, MIX NO. 15	SY	80	\$1.00	\$80.00	\$3.00	\$240.00	\$0.50	\$40.00	\$45.00	\$3,600.00	\$10.00	\$800.00	\$10.00	\$800.00
30	STRAW MULCHING	SY	90	\$1.00	\$90.00	\$3.00	\$270.00	\$0.50	\$45.00	\$45.00	\$3,600.00	\$10.00	\$900.00	\$10.00	\$900.00
				TOTAL BASE BID	\$700,342.00	\$211,423.00	\$235,128.00	\$248,938.00	\$275,902.87	\$276,834.00	\$276,834.00	\$276,834.00	\$276,834.00	\$276,834.00	\$276,834.00

ADD ALTERNATE A		SY <th>190 <th>\$700.00 <th>\$133,000.00 <th>\$775.00 <th>\$142,450.00 <th>\$236.00 <th>\$166,150.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.25 <th>\$1.25 </th></th></th></th></th></th></th></th></th></th></th></th></th>	190 <th>\$700.00 <th>\$133,000.00 <th>\$775.00 <th>\$142,450.00 <th>\$236.00 <th>\$166,150.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.25 <th>\$1.25 </th></th></th></th></th></th></th></th></th></th></th></th>	\$700.00 <th>\$133,000.00 <th>\$775.00 <th>\$142,450.00 <th>\$236.00 <th>\$166,150.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.25 <th>\$1.25 </th></th></th></th></th></th></th></th></th></th></th>	\$133,000.00 <th>\$775.00 <th>\$142,450.00 <th>\$236.00 <th>\$166,150.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.25 <th>\$1.25 </th></th></th></th></th></th></th></th></th></th>	\$775.00 <th>\$142,450.00 <th>\$236.00 <th>\$166,150.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.25 <th>\$1.25 </th></th></th></th></th></th></th></th></th>	\$142,450.00 <th>\$236.00 <th>\$166,150.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.25 <th>\$1.25 </th></th></th></th></th></th></th></th>	\$236.00 <th>\$166,150.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.25 <th>\$1.25 </th></th></th></th></th></th></th>	\$166,150.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.25 <th>\$1.25 </th></th></th></th></th></th>	\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.25 <th>\$1.25 </th></th></th></th></th>	\$1.00 <th>\$1.00 <th>\$1.00 <th>\$1.25 <th>\$1.25 </th></th></th></th>	\$1.00 <th>\$1.00 <th>\$1.25 <th>\$1.25 </th></th></th>	\$1.00 <th>\$1.25 <th>\$1.25 </th></th>	\$1.25 <th>\$1.25 </th>	\$1.25	
1	IMPROVED THERMOPLASTIC CROSSWALK	SY	190	\$700.00	\$133,000.00	\$775.00	\$142,450.00	\$236.00	\$166,150.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.25	\$1.25	
2	TRAFFIC STRIPES, LONG-LIFE THERMOPLASTIC, 6" WIDE (IF & WHERE DIRECTED)	LF	260	\$7.00	\$1,820.00	\$2.00	\$520.00	\$1.30	\$338.00	\$4.00	\$1,040.00	\$4.00	\$1,040.00	\$4.00	\$1,040.00	
				TOTAL ALTERNATE A	\$134,820.00	\$143,770.00	\$166,618.00	\$167,488.00	\$167,488.00	\$167,488.00	\$167,488.00	\$167,488.00	\$167,488.00	\$167,488.00	\$167,488.00	\$167,488.00

RECEIVED
AUG 26 2020
Borough of Matawan
Clerk's Office

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Mayor Altomonte read by title Resolution 20-06-23: Resolution of the Borough of Matawan, County of Monmouth, Accepting the Covenants and Restrictions for Property 226 Main Street Known as Block 29, Lot 30. Councilman Lazar made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Stephanie Buckel
Councilwoman Deana Gunn
Councilman John Lazar
Councilman Nicolas Reeve

Motion passed.

**RESOLUTION 20-06-23
RESOLUTION OF THE BOROUGH OF MATAWAN, COUNTY OF MONMOUTH,
ACCEPTING THE COVENANTS AND RESTRICTIONS FOR PROPERTY 226 MAIN STREET KNOWN AS
BLOCK 29, LOT 30**

WHEREAS, the Borough of Matawan Unified Planning & Zoning Board of Adjustment (“Board”) granted to Site Plan Approval on May 6, 2019 and Memorialized same by Resolution No. 191804 regarding property known as 226 Main Street – Block 29, Lot 30 – on the Tax Map of the Borough of Matawan; and

WHEREAS, as a result of said Resolution of the Board there is a need for the execution and filing with Office of the County Clerk of Monmouth County a Declaration of Covenants and Restrictions; and

WHEREAS, it is important for the conditions attached by the Board’s Resolution that the conditions run with the Land and be binding on future owners in interest of property known as 226 Main Street – Block 29, Lot 30 – on the Tax Map of the Borough of Matawan; and

WHEREAS, the Declaration of Covenants and Restrictions attached hereto has been prepared and has further been reviewed by the Borough Attorney which will be recorded in the County Clerk’s Office which will run with the Land.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that it herewith authorizes the Mayor of the Borough of Matawan to execute any and all documents that need be reasonably necessary to effectuate the intent and purposes of the Declaration of Covenants and Restrictions and further approve the filing of the Declaration of Covenants and Restrictions on this property that is listed in the Borough’s Historic Property Inventory.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute any and all Agreements that are in conformity with the within Resolution.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Construction as well as the Borough Attorney, the Borough Engineer, the Planning Zoning Board Attorney, the Planning Zoning Board Engineer, 226 Main Street Associates, LLC and Salvatore Alfieri, Esq.

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*BOM / Jan. 2020
BOM / Scibor*

f

Declaration of Covenants and Restrictions

THIS DECLARATION is made on this ___ day of _____, 2020, by 226 Main Street Associates, LLC ("Declarant") having an address of PO Box 646, Matawan, NJ 07747.

WITNESSETH

WHEREAS, Declarant is the owner of all that certain property in the Borough of Matawan, State of New Jersey, known as Lot 30, Block 29 as shown on the official Tax Map of the Borough of Matawan ("Property"); and

WHEREAS, , the Declarant obtained D(1) Use Variance Relief, D(6) Height Variance Relief, Bulk "C" Variance Relief and Preliminary and Final Major Site Plan Approval from the Unified Planning Board of the Borough of Matawan memorialized May 6, 2019 by Resolution #191804 to convert the existing, former single-family residence into an eight (8) unit residential structure.

NOW, THEREFORE, the Declarant declares that the Property shall be subject to the covenants and restrictions set forth in Paragraph 1 hereof which shall run with the land in perpetuity.

1. Covenant and Restriction.

a) Insofar as the approvals here at issue are predicated upon preservation of the existing principal structure, all approvals at issue are expressly subject to and contingent upon the preservation of the existing principal building at the site, the renovation of same, and the restoration of the exterior of same to be consistent with and reflect the building's historic grandeur.

b) If the structure at the site is demolished, substantially destroyed, or

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otherwise removed from the site, all approvals shall thereupon terminate automatically and without further action, and all approvals shall thereupon be and become null, void, and of no further force or effect.

c) The proposed plans for the exterior restoration of the structure shall be subject to prior review and approval by the Board Engineer to ensure that same are consistent with the provisions hereof.

d) All approvals are expressly subject to and contingent upon the applicant restoring the exterior of the structure in accordance with the plans approved by the Board Engineer as referenced herein, and the Declarant and all successors in interest thereafter maintaining the exterior of the premises in accordance with such plans.

e) Any change to the exterior of the structure from the plans as approved by the Board Engineer as referenced herein, shall thereafter be subject to further prior review and approval by the Board Engineer at the time that such change in the exterior is proposed, so as to ensure consistency with the provisions hereof.

f) Subject to the total number of dwelling units at the site being limited to no more than eight (8) dwelling units, which units shall consist of the following: (1) the basement will contain a one-bedroom unit and a studio unit; (2) the first floor will contain two (2) studio units; (3) the second floor will contain two (2) one-bedroom units; (4) the third floor will contain a two- bedroom unit; and (5) at the rear of the structure will be a one-bedroom "duplex" unit (described as a single dwelling unit with two floors of living space); all as depicted on the plans submitted.

g) The existing detached garage and separate existing accessory structure at the site shall remain and be used for storage for the residents of the building and shall not be

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habitable space.

h) There may be no future subdivision of the subject property.

2. Declarant and all subsequent owners shall reference this Declaration of Covenant and Restriction in all Deeds of conveyance.

3. This Declaration is being granted to the Borough of Matawan. The Borough shall have full power and authority to enforce the terms and conditions herein. Nothing herein shall require or impose an obligation upon the Borough to enforce these covenants.

4. The Declarant does covenant with the Borough as follows:

A. That the said Declarant is seized of the real property hereby subject to this Declaration of covenants and Restrictions and has good title to convey the interest set forth herein to the same.

B. This Declaration of Covenants and Restrictions shall run with the land and shall be binding upon the Declarant, its grantees, heirs, successors and assigns.

5. The within Declaration of Covenants and Restrictions shall be recorded in the Monmouth County Clerk's Office.

The Declarant promises that the Declarant has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A.46:4-6). This promise means that the Declarant has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Declarant).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

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Witness by: 226 Main Street Associates, LLC

_____ _____
By: Andrew Scibor, Manager

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

SS.:

I certify that on _____, 2020, Andrew Scibor personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Manager of 226 Main Street Associates, LLC, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

Salvatore Alfieri, Esq.
Attorney at Law, State of NJ

Record and return to:

Consent Agenda

Mayor Altomonte read by title Resolutions 20-10-01 through and including 20-10-06, including Resolutions 20-10-08 through 20-10-10, requesting a motion to approve en masse. Councilman Lazar made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

***RESOLUTION 20-10-01
REDEMPTION OF TAX SALE CERTIFICATES***

***#19-00068
#19-00070***

<u>Certificate #</u>	<u>Company Sold To</u>	<u>Block</u>	<u>Lot</u>	<u>Address of Property</u>	<u>Payment</u>	<u>Premium</u>
19-00068	Bala Partners, LLC	102	6	6 Northfield Road	\$12,990.27	\$16,100.00
19-00070	US Bank Cust for Pro Cap 8	108	14	845 Route 34	\$1,404.54	\$9,200.00

WHEREAS, the Borough of Matawan Tax Collector has reported that the above Tax Sale Certificates were sold; and

WHEREAS, the Certificates has been paid and fully redeemed for the property owners.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payments in the amounts, plus any Premiums indicated, for the redemption of the Tax Sale Certificate(s) listed above.

BE IT FURTHER RESOLVED that a certified true copy of this resolution is forwarded to the Borough's Tax Collector and Treasurer.

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**RESOLUTION 20-10-02
AUTHORIZING ACCELERATED ELECTRONIC TAX SALE FOR 2020**

BE IT RESOLVED by the Council of the Borough of Matawan, County of Monmouth, State of New Jersey, that the Borough Tax Collector hold an accelerated tax sale for the year 2020 by means of an electronic sale.

WEEK OF:

Regular Mailing	December 1, 2020
Regular Mailing	December 7, 2020
Regular Mailing	December 14, 2020
Regular Mailing	December 21, 2020
TAX SALE	December 29, 2020

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 Tax Collector.

**RESOLUTION 20-10-03
APPROVAL OF SOLICITORS PERMIT
APTIVE ENVIRONMENTAL, LLC**

WHEREAS, various applicants of Aptive Environmental, LLC. (pest control services), have passed the required Police Department background checks; and

WHEREAS, Aptive Environmental, LLC has read Chapter 3-2.11 Handbills of the Borough of Matawan Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve a solicitors permit for the applicants listed below:

Business: Aptive Environmental, LLC. (pest control services)
5 Ilene Court, Suite 4
Hillsborough, NJ 08844

- Applicant(s):**
- | | |
|---------------------|----------------------|
| 1. Chris Agard | 2. Yacine Alazadi |
| 3. Caleb Connors | 4. Andrew Davies |
| 5. Zac Duffy | 6. Ethan Dumoulin |
| 7. Charles Eden | 8. Max Ezzell |
| 9. Chase Green | 10. Sean Greene |
| 11. Jared Mazzola | 12. Conor McLaughlin |
| 13. Ryan McLaughlin | 14. Rafael Montes |
| 15. Tyler Moore | 16. Jack Nieters |
| 17. William Raynor | 18. Justin Rosenthal |
| 19. Joel Thundathil | 20. Gerald Underwood |
| 21. Logan Waite | 22. Micah Ware |
| 23. Will Watkins | 24. Qaasim Watson |
| 25. Ellis Wilson | |

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Police, as well as Aptive Environmental, LLC.

**RESOLUTION 20-10-04
APPROVAL OF SOLICITORS PERMIT
AVANTE PARTNERS, INC.**

WHEREAS, Jonathan E. Soyka of Avante Partners, Inc. (for Verizon FiOS & Wireless and Vivint Home Security), has passed the required Police Department background checks; and

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WHEREAS, Jonathan E. Soyka has read Chapter 3-2.11 Handbills of the Borough of Matawan Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the following solicitors permit:

*Business: Avante Partners, Inc. (for Verizon FiOS & Wireless and Vivint Home Security)
1170 Route 22 East, Suite 206
Bridgewater, NJ 08807*

Applicant(s): 1. Jonathan E. Soyka

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

**RESOLUTION 20-10-05
DENIAL OF SOLICITORS PERMIT
TWO APPLICANTS FROM APTIVE ENVIRONMENTAL, LLC.**

WHEREAS, two applicants from Aptive Environmental, LLC. (pest control services), did not complete Form 212A, a requirement for the Matawan Police Department background checks, therefore both have incomplete applications; and

WHEREAS, Aptive Environmental, LLC has read Chapter 3-2.11 Handbills of the Borough of Matawan Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, upon the recommendation of Chief of Police, that they hereby deny a solicitors a permit for the applicants listed below:

Applicant(s): 1. Stratton Deneke 2. Jake Gasperson

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Police as well as the Borough Attorney and Aptive Environmental, LLC, 5 Ilene Court, Suite 4, Hillsborough, NJ 08844.

**RESOLUTION 20-10-06
FIXING RECREATION FEES AND USES
TURKEY TROT
REGISTRATION FEES**

BE IT RESOLVED, by the Council of the Borough of Matawan, based on the recommendation of the Recreation Commission that the fees of the following shall be fixed for the year 2020 and future years.

*Registration Fee \$30.00
Virtual Registration Fee \$20.00*

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 Recreation.

**RESOLUTION 20-10-08
ACCEPTANCE OF RESIGNATION
DANIEL ZIEGLER
FULL-TIME FIELD TECHNICIAN
BOROUGH OF MATAWAN DEPARTMENT OF PUBLIC WORKS**

WHEREAS, Daniel Ziegler has submitted his resignation as Full-Time Field Technician; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan accepts the resignation of Daniel Ziegler as Full Time Field Technician, dated September 28, 2020, with October 9, 2020 as his last day of employment.

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, Public Works as well as Daniel Ziegler.

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**RESOLUTION 20-10-09
AUTHORIZING EXECUTION OF DEVELOPER'S AGREEMENT BETWEEN THE
BOROUGH OF MATAWAN AND 226 MAIN STREET ASSOCIATES, LLC FOR
226 MAIN STREET - BLOCK 29, LOT 39**

WHEREAS, there is a need to have an Developer's Agreement between the Borough of Matawan and 226 Main Street Associates, LLC for the affects of all or a portion of real estate known as Block 29, Lot 30, located at 226 Main Street in the Borough of Matawan; and

WHEREAS, the Borough of Matawan and 226 Main Street Associates, LLC have reached a satisfactory Developer's Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Matawan that it hereby authorizes the execution of the attached Developer's Agreement between the Borough of Matawan and 226 Main Street Associates, LLC, and 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, Construction, Finance, Public Works as well as Andrew Scibor of 226 Main Street Associates, LLC.

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DEVELOPER'S AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2020, between,

BOROUGH OF MATAWAN, a municipal corporation of the State of New Jersey, located in the County of Monmouth, with offices at 210 Broad Street, Matawan, New Jersey 07747;

Hereinafter referred to as "Borough";

AND

226 MAIN STREET ASSOCIATES, LLC, whose address is 226 Main Street, Matawan, New Jersey;

Hereinafter referred to as "Developer";

affects all or a portion of real estate known as: Block 29, Lot 30, located at 226 Main Street in the Borough of Matawan;

WHEREAS, the Developer made application to the Unified Planning and Zoning Board ("Unified Board") for Preliminary and Final Site Plan approval and associated Variance Relief; and

WHEREAS, the Unified Board on May 6, 2019 granted Preliminary and Final Major Site Plan Approval along with D(1) Use Variance, D(6) Height Variance, and Bulk ("C") Variance relief; and

WHEREAS, the Unified Board of the Borough of Matawan viewed various maps and presentations of the Applicant and granted approval subject to compliance by the Developer with certain terms and conditions and agrees to be bound by all

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responsibilities and obligations; and

WHEREAS, the Developer represents that it is the holder of the fee simple title to the property described on page 1, that the property is free and clear of all liens not subordinated to this Developer's Agreement, and that it has the authority to enter into this Agreement; and

WHEREAS, as a provision of the performance guarantee for improvements, the Developer and the Borough have agreed to enter into this Contract; and

WHEREAS, the approved major subdivision calls for certain improvements and the Developer has agreed to construct these improvements as shown on the submissions comprising the Developer's approved application, all of which are made a part of this Agreement by reference hereto as though fully set forth at length (hereinafter referred to as "plat").

NOW, THEREFORE, the parties to this Agreement for and in consideration of the mutual promises and covenants to each other made and for other good and valuable consideration, including the preliminary and final major site plan approval by the Unified Board of the Borough of Matawan, hereby agree for themselves, their successors and assigns as follows:

1. Application of Agreement. The terms and conditions of this Agreement shall be applicable to the aforesaid

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property and all off tract improvements set forth herein, if any.

2. Developer/Owner Bound. The Developer/Owner agree to be bound by the testimony, representations, commitments, matters of fact and matters of law which constitute the file and record of the Unified Board of the Borough of Matawan in this matter and that it will faithfully discharge all of the obligations and commitments thereof.

3. Construction Subject to Ordinance. The Developer shall construct all improvements in accordance with the specifications of the Development Regulations of the Borough of Matawan as amended to date, except those amended regulations from which the Developer is protected by operation of N.J.S.A. 40:55D-52 in a manner satisfactory to the Borough Engineer and in accordance with the Approved Plans. The Developer shall perform all work in full compliance and observation of all ordinances of the Borough of Matawan. The Developer shall be responsible for securing all permits required by law including road opening permits and others required by the Ordinances of the Borough of Matawan and to pay the requisite fees called for under the appropriate fee schedules. After completing the construction of the improvements, the Borough shall be furnished with "as constructed" plans.

4. Performance Guarantees. Developer shall post with

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the Borough, performance guarantees in the amounts set forth by the Borough Engineer. Any partial reduction granted in the performance guarantee pursuant to N.J.S.A. 40:55D-53 shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee. In addition to all other performance guarantees, the Developer shall post performance guarantees to insure installation of all required plants for the beautification of the project as shown on the approved plans in amounts determined by the Borough Engineer.

5. Replacement Performance Bond. In the event any performance guarantee should lapse, be cancelled or withdrawn, or otherwise not remain in full force and effect, the Developer, until an approved replacement performance guarantee has been deposited with the Borough, will cease and desist any and all work on the development, unless the required improvements under the approval, and the Developer's Agreement have been completed and approved by the Borough Engineer and Mayor and Council of Matawan. In the event any occupancy is taking place in any improvements in the development; such occupancy shall then be deemed illegal, shall cease and desist. The Developer shall be exclusively responsible for any relocation and housing costs for any individual removed as a result of any illegal occupancy and shall be responsible for the

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Municipality's costs and associated fees to enforce this provision.

In the event that any insurance company, financial institution or other entity issuing a performance guarantee hereunder shall be subject to a reorganization, rehabilitation, other action whereby a State or Federal Agency has taken over management of the entity or if, in the reasonable opinion of the Governing Body, the circumstances and condition of the entity results in the Borough declaring that it feels its interests are jeopardized, within 90 days of such written notification, the Developer shall replace the performance guarantees. In the event requested by the Developer, the Borough shall adopt a Resolution conditionally releasing the jeopardized performance guarantees subject to the posting of satisfactory substitute guarantees.

6. Engineering Escrows and Legal Fees. Developer shall pay engineering inspection fees by making an initial deposit of \$1,500.00 the anticipated inspection fees as follows: When the balance on deposit drops to 10% of the anticipated inspection fees, the Developer shall make additional deposits of 25% of the anticipated inspection fees. All payments shall be made to the Borough Clerk. Over and above any costs associated with filing fees, the Developer shall post additional post-approval escrow deposits in the

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amount of \$3,000.00 to cover the costs associated with the review of applications, both as to completeness and as to content; for the review and preparation of documents such as, but not limited to: drafting resolutions, ordinances, developer's agreements, and any necessary correspondence with Developer, Developer's professionals, the Borough of Matawan and/or its professional personnel including but not limited to the Borough Engineer. The professional personnel will bill the Developer at the same hourly rate and in the same manner as it bills the Borough of Matawan. Escrow posted, escrow deposits, and escrow fees are subject to compliance with N.J.S.A. 40:55D-52.

Should any deposit monies be left over in escrow at the completion of the Project, a refund will be made to the Developer within thirty (30) business days of completion of said project. Alternatively, should there be a shortage of funds in escrow to cover the legal costs described herein; the Developer shall pay the additional amount as certified by the Borough Chief Financial Officer. Failure to replenish the deficiency in the Escrow Account shall be a basis for the denial of a C.O. for the units

7. Building Permit. In consideration of the execution of this Agreement, the posting of the guarantees as herein before required, and after complying with the terms and conditions of the Resolution of approval of the Matawan Unified Board with

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respect to this development, including but not limited to satisfaction of the conditions precedent for the issuance of a building permit, the Developer shall be entitled to final approval and furthermore shall be entitled to a building permit for this development after proper application has been made to the Construction Official of the Borough and subject to this Agreement in all laws, rules and regulations applicable to this development.

8. Bayshore Regional Sewerage Authority Fees. Developer agrees that prior to the execution of any maps by the Borough or issuance of any building permits; all required fees are to be paid to the BRSA prior to construction start-up. The Developer shall provide proof of such payment to the Borough, and copies of the Bayshore Regional Sewerage Authority approvals.

9. Withholding Permits/Certificates of Occupancy. Developer understands and agrees that in the event it is in violation of any of the terms of this Agreement, the Borough may, in its discretion, withhold the issuance of any further Building Permits and/or Certificates of occupancy related to the Developer's project until the violation has been corrected.

10. Assignment/Sale of Premises. If the subdivision project or any part of same is sold, or otherwise conveyed by the Developer to another Developer prior to the installation

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of all improvements aforesaid, new security (Bonds/Letters of Credit and Developer's Agreements) shall be required from the new Developer. The Developer agrees to cooperate with the Borough to obtain same for and on behalf of the Borough.

11. Records. The Borough Engineer shall keep records of inspections and release reviews and the costs thereof and upon the Developer's written request, said records shall be made available for inspection by the Developer or its representatives not more than quarterly during the regular business hours of the Borough Engineer.

12. Record Drawings. The Developer shall provide record drawings of all improvements and utilities, including water, sanitary sewer and storm drainage as constructed by the Developer both within its development site and off-tract, if required. Said record drawings shall be in conformance with applicable Borough standards and shall be both in hard copy and on disc. A final survey of each lot must be submitted at the time of request for a Certificate of Occupancy.

13. Maintenance of Project. During the course of construction and until continuing after occupancy, Developer shall:

(1) keep the site free of dirt, stone, mud and other debris and

(2) maintain and keep all storm drainage within the

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site free from accumulation of debris and leaves. "Final Acceptance" of improvements for the purpose of this provision is deemed to be the date upon which the improvements are accepted as complete by the Borough and the final maintenance guarantees for the same are posted with the Borough. Said maintenance guarantees shall be posted with the Borough for a period of not less than two (2) years in an amount not less than fifteen percent (15%) of the cost of said improvements.

14. Water Hydrant/Snow Plowing. The Developer shall maintain and repair all of the improvements within the development. In addition, the Developer shall provide and pay for all water hydrant, if any, and/or snow plowing services, which are necessary within the development. In the event that the Developer fails to pay for required fees for water hydrant and/or snow plowing services, then it is agreed that after ten (10) days written notice by the Borough to the Developer, the Borough may withdraw from the cash portion of the performance guarantee(s) such funds as are necessary to reimburse the agency supplying such service, and to continue to make such payments as necessary from said funds in order to ensure continued water and/or snow plowing services. In addition, any amount so expended from the cash portion of the performance guarantee(s) shall be immediately replaced by the Developer in accordance with the terms of this Agreement.

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15. Lighting. The Developer shall maintain and repair all of the lighting improvements within the Project. If the Project pursuant to P.L. 1975, c.291 (C.40:55D-53.6 et seq.) requires the installation of street lighting on a dedicated public street connected to a public utility, then upon notification in writing by the Developer to the Borough Council that (1) the street lighting on a dedicated public street has been installed and accepted for service by the public utility and (2) that certificates of occupancy have been issued for at least 50% of the dwelling units and 50% of the floor area of the nonresidential uses on the dedicated public street or portion thereof pursuant to section 29 of P.L. 1975, c.291 (C.40:55D-38), the Borough shall, within thirty (30) days following receipt of the notification, make appropriate arrangements with the public utility for, and assume the payment of, the costs of the street lighting on the dedicated public street on a continuing basis. Compliance with this paragraph shall not be deemed to constitute acceptance of the street by the Borough.

16. Voluntary Payments. The Developer hereby specifically and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. The Developer has reviewed all

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calculations and rationale for the agreements and payments set forth herein and is undertaking them voluntarily.

17. Release of Maps. Any payments, posting of bonds or other financial obligation required to be performed by the Developer in this Agreement, unless specifically set forth otherwise, shall be done and/or performed prior to the release of final subdivision maps for filing with the Clerk of Monmouth County and prior to the signing of any subdivision maps.

18. Hold Harmless from Defects. For a period of two (2) years after the acceptance of the improvements by the Borough, the Developer agrees to hold the Borough harmless from any defects of workmanship or materials.

19. Acceptance of Open Space. Notwithstanding the recording of any final subdivision map, the Developer specifically acknowledges and understands that the Borough has not, with the release of any maps or executions of this Agreement or any other document, accepted any improvement or title to any open spaces proposed in the subject subdivision which acceptance can only be accomplished by separate resolution of the Mayor and Council.

20. Conditions of Approval. The Developer shall also comply with the following terms and conditions prescribed by the Borough of Matawan in connection with final approval of said

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plat:

A. Subject to the applicant complying with all requirements and recommendations set forth in the Board Engineer's review letter February 28, 2019 and supplements thereto.

B. Subject to a grading/drainage plan being submitted to the Board Engineer for review and approval, prior to issuance of any building permits.

C. Subject to the plans being revised to be consistent with the testimony during the proceedings; subject further to the plans (site plan and architectural plans) being revised to be consistent with one another; and all of which plan revisions shall be subject to review and approval by the Board Engineer.

D. (a) Insofar as the approvals here at issue are predicated upon preservation of the existing principal structure, all approvals at issue are expressly subject to and contingent upon the preservation of the existing principal building at the site, the renovation of same, and the restoration of the exterior of same to be consistent with and reflect the building's historic grandeur. (b) If the structure at the site is demolished, substantially destroyed, or otherwise removed from the site, all approvals her at issue shall thereupon terminate automatically and without further action, and all approvals here at issue shall thereupon be and become null, void, and of no further force or

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effect. (c) The proposed plans for the exterior restoration of the structure shall be subject to prior review and approval by the Board Engineer to ensure that same are consistent with the provisions hereof. (d) All approvals here at issue are expressly subject to and contingent upon the applicant restoring the exterior of the structure in accordance with the plans approved by the Board Engineer as referenced herein, and the applicant and all successors in interest thereafter maintaining the exterior of the premises in accordance with such plans. (e) Any change to the exterior of the structure from the plans as approved by the Board Engineer as referenced herein, shall thereafter be subject to further prior review and approval by the Board Engineer at time that such change in the exterior is proposed, so as to ensure consistency with the provisions hereof. (f) The plans shall be revised to note the requirements of this Specific Condition, which plan revisions shall be subject to review and approval by the Board Engineer.

E. Subject to the total number of dwelling units at the site being limited to no more than 8 dwelling units, which units shall consist of the following: (a) the basement will contain a one-bedroom unit and a studio unit; (b) the first floor will contain 2 studio units; (c) the second floor will contain 2 one-bedroom units; (d) the third floor will contain a two- bedroom unit; and (e) at the rear of the structure

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will be a one-bedroom "duplex" unit (described as a single dwelling unit with two floors of living space); all as depicted on the plans submitted into evidence.

F. Subject to the project conforming to all applicable Residential Site Improvement Standards ("RSIS").

G. Subject to the principal structure containing a full sprinkler system, which system shall be installed in compliance with applicable fire and building codes. Subject further to the plans being revised to note same, which plan revision shall be subject to review/approval by the Board Engineer.

H. Subject to the existing detached garage and separate existing accessory structure at the site remaining and being used only for storage for the residents of the building; subject further to the plans being revised to note same, which plan revisions shall be subject to review and approval by the Board Engineer.

I. Subject to all fences at the site being relocated within the property so as to eliminate all encroachments resulting from same; subject further to the plans being revised to note same, which plan revisions shall be subject to review/approval by the Board Engineer.

J. Subject to the applicant repairing/replacing to the satisfaction of the Borough Engineer and in accordance with Borough Ordinances, any curb, sidewalk, driveway apron, and/or

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roadway pavement that is in poor condition or otherwise damaged as a result of the project here at issue.

K. Subject to there being no future subdivision of the subject property; all approvals granted herein, particularly including but not limited to the D(1) use variance approval, are expressly subject to and contingent upon the site being maintained consistent with the plans herein approved.

L. Subject to a Deed Restriction, being satisfactory in form and content to the Board Engineer and the Board Attorney, being prepared and recorded at the County Clerk's Office by the applicant, which Deed Restriction shall incorporate therein Specific Conditions 4, 5, 8 and 11, set forth in this Resolution, and which Deed Restriction shall further serve to put prospective purchasers of the premises on notice as to the obligations and limitations as referenced in said Specific Conditions.

M. (a) Subject to the Applicant paying its pro rata share of the cost of providing reasonable and necessary street improvements, water, sewer and/or drainage facilities and easements therefore located off tract but necessitated or required by the construction or improvements within the Applicant's development, if any, as may be determined by the Borough Engineer. (b) If any such improvements are required, then also subject to the applicant entering into a Developer's Agreement with the Borough regarding this project, which

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Developer's Agreement shall be satisfactory in form and content to the Borough Attorney and the Borough Engineer (unless the Borough otherwise waives the requirement for such an Agreement).

N. Subject to the Applicant complying with any and all requirements established by, and obtaining any and all necessary approvals/permits (or "letters of no interest" or "exemption") from:

- 1) Monmouth County Planning Board;
- 2) Borough Fire Official;
- 3) Borough Engineer;
- 4) Borough Traffic Safety Officer;
- 5) Freehold Soil Conservation District;
- 6) Borough Water Department;
- 7) Borough Sewer Department;

provided, however, that in the event that any other agency or authority shall require any changes in the plans herein approved, then any such changes must be submitted to this Board for review and approval.

21. Recording of this Agreement. Developer grants permission for this Agreement to be recorded in the Monmouth County Clerk's Office, at the Developer's expense, and remain on record until it has complied with the obligations herein at which time the governing body shall adopt a Resolution

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authorizing the execution of a Release and Satisfaction of Developer's Agreement in recordable form. Notwithstanding the recording of any final subdivision map, the Developer specifically acknowledges and understands that the Borough has not, with the release of any maps or executions of this Agreement or any other document, accepted any improvement or title to any open spaces proposed in the subject subdivision which acceptance can only be accomplished by separate resolution of the Mayor and Council.

22. Deeds and Supporting Documents. If any dedication or easement is required Developer shall provide to the Borough with such documents, including but not limited to Deeds, Affidavit of Title and a letter or certificate from a title insurance company which certifies that Grantor is the fee owner of the property and has the ability to transfer the interest conveyed without encumbrances, as are necessary to convey a valid and marketable easement(s) or fee title, as the case may be, to such dedications of property or easements as revealed on the plat. All Dedications or Easements to the Borough will only be effective upon issuance of a Resolution of Description of those Easements or Dedidcations.

23. Project Entrances/Exits. The Developer shall be responsible for the cleaning and sweeping of public roadways at the point of entrance to and exit from the Project to avoid the

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accumulation of debris and to maintain the public roadways in a clean and safe condition. In addition, as the first Certificate of Occupancy is issued within the Project, the foregoing standard applicable to public roadways shall also become applicable to internal roadways. In the event that the Developer fails to maintain the roadways in accordance with the foregoing standard, the Borough may cause same to be done and the Superintendent Public Works shall certify the Borough's expense in connection therewith to the Borough Treasurer and the Borough Tax Collector. Said amount shall constitute a lien upon the premises, and permission is hereby given that such lien may be shown on municipal certificates of lien issued for the subject property by officials and/or employees of the Borough.

24. Compliance with Applicable Laws. Other than those laws and regulations not applicable by reason of N.J.S.A. 40:55D-52 the Developer shall comply with all laws and regulations of the State of New Jersey, County of Monmouth by the municipality. Additionally, Developer shall comply with all the recommendations of the Borough Engineer, the Monmouth County Planning Board and any other agency having jurisdiction over the project. In the event that the Developer fails to maintain the roadways in accordance with the foregoing standard, the Borough may cause same to be done and the Superintendent of the Department of Public Works shall certify the Borough's expense in connection therewith

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to the Borough Treasurer and the Borough Tax Collector. Said amount shall constitute a lien upon the premises, and permission is hereby given that such lien may be shown on municipal certificates of lien issued for the subject property by officials and/or employees of the Borough.

25. Litigation and Attorney's Fees. In the event the Borough is involved in any litigation, or other similar action, whether initiated by the Borough or by others, which action relates in any way to the terms of this Agreement or the Developer's performance hereunder in which litigation the instituting party prevails, the Developer agrees to pay/reimburse the Borough for all costs and expenses, including reasonable attorney's fees and expert witness fees. This shall not apply to any actions or litigation filed against the Borough where the litigation is attributable to wrongful conduct on the part of itself, its agents or employees.

26. Borough Observation and Inspections. The Borough, its consultants, employees and agents shall be given free access to observe construction of roads, sanitary sewers, water mains, storm sewers, landscaping for buffer areas and appurtenances associated with the approved plans. The purpose of such observations shall be to provide the Borough with a greater degree of confidence that such improvements will be constructed in accordance with the Developer's approved submittals. The

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Borough or its representatives, consultants, employees or agents shall not supervise, direct or have control over the Developer's work during such observations or as a result thereof, nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer, for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer hereby expressly agrees to indemnify and hold harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the Borough, its representatives, consultants, employees and agents in the event that the Borough, its representatives, consultants, employees and agents is named as a defendant in an action concerning the performance of work pursuant to this Agreement. The Developer is not an agent or employee of the Borough.

27. Indemnification and Attorney's Fees. Developer agrees to indemnify and hold the Borough, its officials, officers, agents, servants, representatives, employees, the Borough Engineer and its employees, harmless from and against any

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claim, liability, cost or expense of every kind and nature arising from Developer's performance of the Developer's obligations pursuant to this Agreement, the failure by Developer to perform such obligations, any action or failure to act by the Developer with respect to the development to which this Agreement is applicable or in connection with any allegation of any of the foregoing. Such indemnification and/or hold harmless obligation shall extend not only to any damages but to costs and expenses of litigation, including but not limited to expenses and fees in connection with the utilization of any fact or expert witnesses as well as reasonable attorney fees. When requested by the Borough, the Developer agrees to aid and/or defend the Borough, its officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action relating to activities or obligations of the Developer arising under this Agreement or in connection with the development to which this Agreement applies.

28. Severability. If any terms or conditions are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

29. Interpretation of Law. This Agreement shall be interpreted under and governed by the laws of the State of New Jersey.

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30. Notice to Arborist and Pre-Construction Meeting. The Developer shall provide forty-eight (48) hours notice to the Borough Engineer and Borough Arborist prior to any clearing, grading, construction or tree removal at the site. The Developer shall utilize a fence to protect those areas, which will remain undisturbed throughout the construction. In addition, there shall be a pre-construction meeting with the Borough Engineer prior to the commencement of any construction affecting public improvements.

31. Ownership/Individuals. The Developer shall provide to the Borough Clerk a list setting forth the name and address of the individuals and/or entities each having an interest of ten (10%) percent or more in this development and hereby certifies the correctness of that list. The Developer further agrees that it will provide the Borough with any changes in this list in writing within thirty (30) days of the date of such occurrence. (Developer will have 100% interest in the development.)

32. No Convictions. The Developer herein represents that neither the Developer nor any person owning 5% or more of the stock or equity interest in the Developer's business has not been convicted of an offense under N.J.S.A. 2C:27-2; 2C:27-4; 2C:27-6 and 2C:27-7; N.J.S.A. 2C:29-4; 2C:30-2 and 2C:30-3. This representation is made pursuant to P.L. 1981, CH. 356.

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33. Notices. All notices required or permitted under this Agreement shall be in writing by certified mail, return receipt requested, to the addresses set forth herein or as otherwise designated by the parties in writing.

34. Successors. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

35. Insurance Coverage. Liability insurance coverage in the amount of \$1,000,000.00 shall be provided to the Borough. The policy shall indicate Matawan Borough and T&M Associates as additional insured with respect to their interest in work performed by the above named insured at the above named project. It shall indemnify the Borough, its elected and appointed officials and employees and Najarian Associates and its employees.

36. The Developer shall pay all taxes, escrows and fees due to the Borough of Matawan.

37. The Developer shall revise the plans to comply with the adopted recommendations of the Najarian Associates review letter of August 21, 2018.

38. The Fire Marshall shall approve the final plans for fire safety prior to the issuance of building permits.

39. All buildings on site shall be fully sprinkled according to the State Fire Code.

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40. The Developer shall grant Title 39 Dedication to the Borough to enforce traffic regulations as well as the prohibition on the parking of commercial vehicles in the development overnight.

41. Developer shall post a Performance Bond acceptable by the Borough Attorney in the amount of \$8,991.00 [90% Bond portion], a check in the amount of \$999.00 [10% cash portion] and Initial Inspection Fee deposit in the amount of \$3,814.50 pursuant to the performance bond estimates submitted by Najarian Associates. The Inspection fees shall be augmented pursuant to the methodology set forth in the within Agreement.

42. The parties shall cooperate with respect to the application to be submitted for the NJ DEP Treatment Works Application Approval.

43. The Developer shall impose ADA regulations regarding parking and accessibility throughout the site in compliance with ADA regulations.

44. For purposes of the within Agreement, the Borough Engineer referenced in the within agreement shall mean the firm of Najarian Associates unless a substitutions made by Mayor and Council.

45. The Developer and successors in interest shall be responsible for the maintenance and upkeep of all improvements, including drainage, open space, sidewalks and roadways in the development as well as instituting a plan for recycling and solid

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waste pickup.

46. The Developer shall reimburse the Borough of Matawan the sum of \$3,000.00, which amount reflects the Developer's fair share contribution for utility improvements and work orders that were necessary for the project proposed by the Developer as off tract improvements pursuant to Paragraph 13 (a) of the Unified Planning Board's Engineer's review letters of December 2, 2019. Said payment shall be made within sixty (60) days of execution of the within Agreement. No Certificate of Occupancy shall be issued unless the payment is made.

IN WITNESS WHEREOF, the Developer has hereunto caused these presents to be signed by its proper authorized parties and has caused its proper seals, if any, to be affixed hereto. The Borough of Matawan has caused this instrument to be signed by its Mayor and attested by its Clerk and does cause its proper corporate seal to be affixed as of the date and year first above written.

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ATTEST:

Borough of Matawan

WITNESS:

Andrew Scibor

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ACKNOWLEDGMENT

STATE OF NEW JERSEY

SS.:

COUNTY OF MONMOUTH

I CERTIFY that

personally came before me and acknowledged under oath, to my satisfaction, that:

a. this person is the Clerk of the Borough of Matawan, the entity named in this document;

b. this person is the attesting witness to the signing of this document by the proper corporate officer who is _____, the Mayor of the Borough of Matawan;

c. this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

d. this person knows the proper seal of the corporation which was affixed to this document; and

e. this person signed this proof to attest to the truth of these facts.

Signed and sworn to before
me on

Borough Clerk

Notary Public

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STATE OF NEW JERSEY, COUNTY OF MONMOUTH

SS.:

I certify that on _____, 2020, Andrew Scibor personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument; and
- (b) executed this instrument as the act of the entity named in this instrument.

Notary Public

**RESOLUTION 20-10-10
AUTHORIZING AGREEMENT OF THE BOROUGH OF MATAWAN'S PARTICIPATION IN
SC JOHNSON PLASTIC FILM RECYCLING PILOT PROGRAM**

***WHEREAS**, SC Johnson is hosting a Curbside Recycling Collection of Plastic Film Pilot Program to collect bagged plastic film, including dry plastic grocery bags, Ziploc brand food storage bags, dry-cleaning bags, and other flexible plastic wrap; and*

***WHEREAS**, to offset the impact of plastics on the environment and the strain of the disposal of plastics on the solid waste and recycling industry and local government, the Borough of Matawan is desirous to enter into this one-year Pilot Program; and*

***NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Matawan that it hereby authorizes the execution of the attached Letter Agreement relating to Plastic Film Recycling Pilot Program between the Borough of Matawan and SC Johnson, and 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: Administration, Clerk, Finance, Public Works, Recycling as well as SC Johnson.*

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October 6, 2020

Mayor Joseph Altomonte
Borough of Matawan
201 Broad Street
Matawan, New Jersey 07747

Re: Letter Agreement relating to Plastic Film Recycling Pilot Program

Dear Mayor Altomonte:

This letter agreement (“**Agreement**”) sets out the principal terms of a curbside plastic film recycling program being considered by S.C. Johnson & Son, Inc. (“**Johnson**”) and the Borough of Matawan, New Jersey (“**Matawan**”). The curbside plastic film recycling program is referred to as the “**Pilot Program**” and Johnson and Matawan are referred to collectively as the “**Parties**” and each, individually, as a “**Party**”.

1. Pilot Program:

The Pilot Program will be initiated upon mutual agreement, in writing and signed by all Parties, to a statement of duties, deliverables, cost, and timing sufficient to clearly set forth the expectations of the Parties with respect to the Pilot Program (“**Pilot Program Project Description**”). The initial draft Pilot Program Project Description is set forth on Exhibit A attached hereto.

Should the Pilot Program Project Description and this Agreement conflict in any way or should the Pilot Program Project Description contain additional terms not explicitly referred to in this Agreement as terms that may be in a Pilot Program Project Description, this Agreement will govern and any such additional terms will have no effect, unless the Pilot Program Project Description includes an explicit statement that the parties intend it to supersede this Agreement, specifically identifying this Agreement.

Heather Berlinski of Johnson will act as the Johnson contact person for the purpose of coordinating activities under this Agreement. If Johnson designates some other person to act as its contact person, Matawan will be notified in writing.

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2. Term and Termination: This Agreement will commence on the date this agreement is signed by both parties and terminate on the date of completion of Matawan's data reporting obligations set forth in Exhibit A, subject to early termination of this Agreement by either of the parties. Either party may, by providing the other party thirty days' written notice, terminate this Agreement at any time. If Johnson so terminates or halts work, Johnson will be obligated to pay those fees and expenses that Johnson is to pay under Section 3, to the extent that they have been actually earned, incurred, or irretrievably committed by the date of Johnson's notice to terminate or halt work. If Matawan so terminates this Agreement, Johnson shall have no obligation to pay or reimburse Matawan for expenses incurred after the date of the termination notice.
3. Fees, Expenses, and Payments: For each Project, Johnson will pay for the services, expenses, equipment and materials ("**Johnson Financial Commitments**") specified in the Pilot Program Project Description. Unless otherwise provided in the Pilot Program Project Description undisputed invoices will be paid under the following payment terms, net sixty (60) days from receipt of the corresponding invoice. If this Agreement is terminated or work under a Pilot Program Project Description is halted for reasons other than for breach, Johnson shall pay for the portions of the Johnson Financial Commitments that is due up to the date of termination. Matawan will pay any income, self-employment, or other taxes due on any of the Johnson Financial Commitments. No taxes will be withheld by Johnson.
4. Confidential Information: All information relating to the Pilot Program that is or has been disclosed to Matawan by Johnson or on Johnson's behalf, as well as information that Matawan develops as a result of this Agreement, will be "Confidential Information," subject to the limitations of this Agreement. Johnson employees are not authorized to receive any of Matawan's confidential information under this Agreement. Accordingly, any information received from Matawan will be treated as non-confidential.
 - A. Limitations on Disclosure and Use of Confidential Information. Matawan will not disclose Johnson's Confidential Information to any third party, except as permitted by this Agreement or the advance written consent of Johnson, or use or reproduce any Confidential Information for any purpose other than to carry out the Pilot Program.
 - B. Exclusions. Information will not be considered Confidential Information if it can be shown to have been:
 - i. Rightfully in Matawan's possession prior to the date of Johnson's disclosure to Matawan,
 - ii. Available to the public prior to the date of Johnson's disclosure to Matawan or to have become available to the public after Johnson's disclosure without any unauthorized act or omission by Matawan,
 - iii. Disclosed to Matawan prior to or subsequent to the disclosure by Johnson without restriction by a third party who had a right to disclose and was not under an obligation of confidence to Johnson, or
 - iv. Independently developed by Matawan by a person having no access to the Confidential Information as evidenced by written records or other tangible evidence.
 - C. No Disclosure. Matawan agrees not to disclose to third parties the existence or the terms of this Agreement or the Pilot Program Project Description without the prior written consent of Johnson. In addition, Matawan agrees not to use any reference to Johnson or its products or trademarks, including but not limited to its logos, in Matawan's advertising, web page, or other materials given or exposed to third

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parties without Johnson's express prior written permission granted by a Johnson officer.

- D. Term of Confidentiality and Non-Use Obligations. The obligations of confidentiality and non-use contained herein will continue for five years following the termination date of this Agreement.
5. Third Parties' Property; Matawan Warranties: Matawan represents and warrants that Matawan's entering into this Agreement and performance for Johnson under this Agreement will not constitute a breach of any obligations that Matawan has to any third party. Matawan represents and warrants that it is authorized to fulfill its obligations as may be provided for in a Pilot Program Project Description without any additional consents or approvals. Matawan must not disclose to Johnson or use for Johnson's benefit any information that Matawan knows or believes is third party proprietary or confidential information.
6. Intellectual Property: "Intellectual Property" means any invention, whether patentable or not, including but not limited to compositions, formulas, designs, products, and methods, together with any data, and any know-how, trade secret, and other intellectual property, and any Intellectual Property that Matawan conceives or makes during and as a part of Matawan's performance under this Agreement will be "Pilot Program Intellectual Property".
- Pilot Program Intellectual Property will be the exclusive property of Johnson and Matawan hereby assigns, transfers, and releases to Johnson all of Matawan's rights in and to all Pilot Program Intellectual Property free and clear of any lien, encumbrance or any other right or interest of any other person or entity. Matawan is hereby granted a non-exclusive, non-transferable, perpetual license to use any and all Pilot Program Intellectual Property.
7. Independent Contractor: Matawan is an independent contractor and will not be a Johnson employee or agent for any purpose. Matawan will have no right nor will Matawan attempt to obligate Johnson to third parties in any way without Johnson's prior specific and express written approval. Matawan will not communicate with third parties regarding matters involving Johnson and this Agreement without Johnson's approval. If Johnson approves any such communications with third parties, Matawan will make it clear that Matawan is working in the capacity of an independent contractor and Matawan rather than as a Johnson employee or agent.
8. General Provisions:
- A. Sub-Contractors: Matawan will not engage anyone other than Matawan's own employees to perform any Matawan's services for Johnson under this Agreement.
- B. Assignment. This Agreement may not be assigned by Matawan without the prior written consent of Johnson.
- C. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey, United States of America, without giving effect to any choice of law, conflict of law or other rules or provisions (whether of such jurisdiction or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.
- D. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.

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[Signature page immediately follows.]

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Please indicate Johnson and Matawan's acceptance of this Agreement by having the enclosed duplicate original signed by a person who, by signing, also personally warrants his or her authority to bind Johnson and Matawan. Then return one original to me. For convenience, we can exchange signatures electronically by fax or e-mailed .pdf files, thus putting the Agreement into effect. If we do so, any subsequent paper copies signed will serve only to confirm the Agreement established by the electronically-exchanged signatures.

Sincerely,

S. C. Johnson & Son, Inc.

By: _____

Name: _____

Title: _____

Accepted:

Municipality

By: Joseph Altomonte

Date: October 6, 2020

Name: Joseph Altomonte

Title: Mayor of the Borough of Matawan

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EXHIBIT A

[PILOT PROGRAM PROJECT DESCRIPTION]

Johnson and Matawan have come together to collaborate on instituting the Matawan Curbside Recycling Collection of Plastic Film Pilot Program (the “Pilot Program”) to last for one year beginning on January 1, 2021 and ending on December 31, 2021 (the “Pilot Program Term”). Any capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (defined, below).

Johnson and Matawan entered into that certain Letter Agreement on October 6, 2020 (the “Agreement”) that as part of its curbside recycling program, Matawan will collect bagged plastic film—including dry plastic grocery bags, Ziploc® brand food storage bags, dry-cleaning bags, and other flexible plastic wrap—as a recycling item once a month. Below are the terms each party will be responsible for during the Pilot Program Term:

- **Storage Container**
 - Johnson agrees to provide funding to Matawan for a designated “plastic film” storage container for usage at the recycling facility which will serve as a drop-off location for plastic film once it is collected from the curbside. Matawan and Johnson will reach an agreement on purchasing the storage container for a value not to exceed \$2,000.
- **Residential Collection Bins**
 - Johnson agrees to provide Matawan with 1,500 3-gallon buckets, imprinted with recycling messaging approve by Matawan. The buckets will be stored by Matawan and provided to residents who opt-in to participate in the recycling program.
- **Marketing Materials**
 - Matawan agrees to display Johnson-provided “Recycling Announcement” materials on Matawan’s main and waste management websites, Facebook page, and other necessary marketing outlets as well as on printed materials including a postcard. These materials will be designed and created by Johnson, subject to the approval of Matawan.
 - **Digital Materials**
 - Announcement –Matawan agrees to post “Recycling Announcement” on main or designated waste management website detailing the pilot program using promotional materials provided by Johnson. Matawan also agrees to educate residents of the updates to the recycling program, and update list of accepted/non-accepted recyclables on designated waste management website.
 - **Print Marketing**
 - Johnson will design, create, and fund up to \$5,000 for a postcard and/or other flyers announcing the pilot program. This will include the printing and mailing of 2 waves of postcards to all 3,425 households in Matawan. This number of households is calculated based on residential data for the zip code of 07747.
- **Data Sharing**
 - Matawan agrees to collect and share the below sets of data with Johnson at the conclusion of the Pilot Program
 - The amount of plastic film that entered the recycling stream from the year prior to the pilot program, [Month] 2019 - [Month] 2020, if available

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- The amount of plastic film being sent to the landfill from the year prior to the pilot program, [Month] 2019 - [Month] 2020, if available
- The full amount of recycling materials collected from the year prior to the pilot program, [Month] 2019 -[Month] 2020, if available
- The amount of plastic film collected each month during the curbside recycling pilot program
- The amount of plastic film that is collected for the entire duration of the pilot program
- The dates Matawan sent loads of plastic film to end market purchaser, and the amount of plastic film sent to the end market purchaser
- Cost analysis of the addition of plastic film Matawan's recycling curbside collection: total amount Matawan spent on recycling the year prior to the pilot program, from [Month] 2019 - [Month] 2020, total cost Matawan spent on landfilling they year prior to the pilot program, from [Month] 2019 - [Month] 2020, total amount the Matawan spent on recycling during the Pilot Program Term and dollar amount per pound of plastic film Matawan collected from end market purchaser.

New Business

Mayor Altomonte read by title Resolution 20-10-07: Payment of Bills. Councilman Lazar made the motion, seconded by Councilman Reeve. Council agreed. Motion passed.

***RESOLUTION 20-10-07
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>	\$2,076,583.62
<i>Water & Sewer</i>	\$102,672.19
<i>Borough Capital</i>	\$51,153.75
<i>Grant</i>	\$721.01
<i>Borough Trust</i>	\$33,837.46
<i>Developers Escrow Account</i>	\$523.25
<i>Dog Tax Trust</i>	\$4.80
<i>Railroad Parking Trust</i>	\$1,340.00
<i>Recreation Trust</i>	\$2,044.32
<i>Total</i>	\$2,268,880.40

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

Privilege of the Floor

Mayor Altomonte opened the Privilege of the Floor.

Joe Basso, 16 Edgemere Drive, Matawan. Mr. Basso thanked all the first responders, nurses, and front line personnel and questioned current Matawan COVID statistics. Mayor Altomonte informed as of October 5, the State lists the number of infected from 07747, which encompasses Matawan as well as portions of Aberdeen and Old Bridge, as 247. Mr. Basso suggested the Borough extend a donation or something to that effect to the staff at Bayshore Hospital. Mayor

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Altomonte noted the Matawan Fire Department did make donations on behalf of the Borough.

Mayor Altomonte requested a motion to close the Privilege of the Floor. Councilman Lazar made the motion, seconded by Councilman Reeve. Council agreed. Motion passed.

Adjournment

Mayor Altomonte requested a motion to adjourn. Councilman Lazar made the motion, seconded by Councilman Reeve. Council agreed. Motion passed.

Meeting adjourned at 7:10 PM.

(Signature on File)

Karen Wynne, RMC
Municipal Clerk