

**Borough of Matawan
Workshop Session
February 7, 2017**

A Workshop meeting of the Borough Council of the Borough of Matawan, New Jersey, was held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey on February 7, 2017 with Mayor 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 11, 2017, by sending notice to the *Asbury Park Press*, and by posting. A copy of said A copy of said Notice is and has been 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 7:20 PM requesting a roll call.

On roll call the following members responded present:

Present: Councilman Joseph Urbano
 Councilman Michael Vergaretti
 Councilman Nicolas Reeve
 Councilman Brett Cannon
 Councilwoman Josi Salvatore

Councilman Caldon was absent.

Also, present were Louis C. Ferrara, 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.

Privilege of the Floor – 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 Vergaretti made the motion, seconded by Councilwoman Salvatore. Council agreed. Motion passed.

Approval of Firefighters Matthew J. Cortopassi and Alexander Y. Wechsler

Mayor Altomonte requested a motion for Council approval for new Junior Firefighter, Matthew J. Cortopassi and Firefighter Alexander Y. Wechsler both of ME Haley Hose Company. Councilman Vergaretti made the motion, seconded by Councilman Urbano. Council agreed. Motion passed. Councilman Vergaretti requested Council approval for Washington Engine's St. Patrick's Day

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Shortest Parade on March 10. Mayor Altomonte requested a motion. Councilman Cannon made the motion, seconded by Councilman Urbano. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

Yes: Councilman Joseph Urbano
 Councilman Michael Vergaretti
 Councilman Nicolas Reeve
 Councilman Brett Cannon
 Councilwoman Josi Salvatore

Motion passed.

Approval of Minutes

Mayor Altomonte requested a motion to approve the minutes of the January 17, 2017 Council Meeting. Councilman Vergaretti made a motion, seconded by Councilwoman Salvatore. Council agreed. Motion passed.

Old Business

Mayor Altomonte read by title Ordinance 17-01: Ordinance Amending and Supplementing the Code of the Borough of Matawan, Chapter II – Administration, Article IV – Administrative Organization of the Departments of Local Government, Section 2-14.1 – Police Department Composition. Mayor Altomonte requested a motion to open the public hearing. Councilman Reeve made the motion, seconded by Councilman Cannon. Council agreed. Motion passed. Mayor Altomonte requested comments. There were no comments. Mayor Altomonte requested a motion to close the public hearing. Councilman Vergaretti made the motion, seconded by Councilwoman Salvatore. Council agreed. Motion passed. Mayor Altomonte read by title Ordinance 17-01: Ordinance Amending and Supplementing the Code of the Borough of Matawan, Chapter II – Administration, Article IV – Administrative Organization of the Departments of Local Government, Section 2-14.1 – Police Department Composition requesting a motion to adopt. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
 Councilman Michael Vergaretti
 Councilman Nicolas Reeve
 Councilman Brett Cannon
 Councilwoman Josi Salvatore

Motion passed.

***ORDINANCE 17-01
ORDINANCE AMENDING AND SUPPLEMENTING THE CODE OF THE BOROUGH OF MATAWAN
CHAPTER II – ADMINISTRATION***

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**ARTICLE IV – ADMINISTRATIVE ORGANIZATION OF THE DEPARTMENTS OF LOCAL GOVERNMENT
SECTION 2-14.1 – POLICE DEPARTMENT COMPOSITION**

WHEREAS, within its general powers as a municipality, the Borough of Matawan may make and enforce ordinances, rules and regulations not contrary to Federal or State law as it deems necessary and to protect the public safety and welfare of its residents; and

WHEREAS, the Mayor and Council of the Borough of Matawan support and encourage efficiency within the Matawan Police Department; and

WHEREAS, based upon the recommendation of the Chief of Police and the Public Safety Committee the current supervisory and staffing level of the Department should be revised to address the needs of the municipality and to address appropriate levels of protection of the general public.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Borough of Matawan that Chapter II – Administration, Article IV – Administrative Organization of the Departments of Local Government, Section 2-14.1 – Department Establish; Composition hereby amended as follows:

2-14.1 Department Established: Composition

The Police Department of the Borough of Matawan is hereby established and shall consist of a Chief of Police, two (2) Lieutenants, five (5) Sergeants, up to fifteen (15) Patrol Officers, such Class I and Class II Special Law Enforcement Officers as authorized by state statute (NJSA 40A-146.14-17), three (3) Police Matrons, such School Crossing Guards as recommended by the Chief of Police, one (1) Records Clerk/clerical assistant and such other employees as may be appointed by the governing body upon recommendation by the Chief of Police.

BE IT FURTHER ORDAINED, all ordinances or parts of ordinances inconsistent with the provisions of this ordinance shall be and the same are hereby repealed.

BE IT FURTHER ORDAINED, if any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, this ordinance shall take effect upon final passage and publication as provided by law.

Consent Agenda

Mayor Altomonte read by title Resolutions 17-02-02 through and including 17-02-18 requesting a motion to approve en masse. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 17-02-02
REDEMPTION OF TAX SALE CERTIFICATE
FNA JERSEY BOI, LLC
CERTIFICATE #14-00027**

WHEREAS, the Borough of Matawan Tax Collector has reported that a Tax Sale Certificate #14-00027 was sold to FNA Jersey BOI, LLC, PO Box 1030, Brick, NJ 08723; and

WHEREAS, the Certificate #14-00027 has been paid and fully redeemed for the property owner, Block 34, Lot

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16, otherwise known as 24 Orchard Street.

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$7,711.22, and a Premium of \$4,800.00, to the above for the redemption of the Tax Sale Certificate #14-00027.*

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

**RESOLUTION 17-02-03
REDEMPTION OF TAX SALE CERTIFICATE
MTAG AS CUST FOR ALTERNA FUNDING II, LLC
CERTIFICATE #14-00068**

***WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #14-00068 was sold to MTAG as Cust for Alterna Funding II, LLC, PO Box 54967, New Orleans, LA 70154; and*

***WHEREAS**, Certificate #14-00068 has been paid and fully redeemed for the property owner, Block 105, Lot 14, otherwise known as 787 Highway 34.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$51,602.04, and a Premium of \$31,100.00, to the above for the redemption of Tax Sale Certificate #14-00068.*

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

**RESOLUTION 17-02-04
REDEMPTION OF TAX SALE CERTIFICATE
US BANK CUST FOR PC6, LLC STERLING NATIONAL
CERTIFICATE #15-00082**

***WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00082 was sold to US Bank Cust for PC6, LLC Sterling National, 50 S. 16th Street, Suite 2050, Philadelphia, PA 19102; and*

***WHEREAS**, Certificate #15-00082 has been paid and fully redeemed for the property owner, Block 74, Lot 12, otherwise known as 113 Ravine Drive.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$7,829.03, and a Premium of \$1,000.00, to the above for the redemption of Tax Sale Certificate #15-00082.*

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

**RESOLUTION 17-02-05
REDEMPTION OF TAX SALE CERTIFICATE
J&A NEW YORK, INC.
CERTIFICATE #16-00026**

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WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #16-00026 which was sold to J&A New York, Inc., 144-90 41st Avenue, Apt. 515, Flushing, New York, 11355; and

WHEREAS, Certificate #16-00026 has been paid and fully redeemed for the property owner, Block 34, Lot 3, otherwise known as 135 Broad Street.

NOW, THEREFORE, BE IT RESOLVED by the Council of The Borough of Matawan, that they hereby authorize payment in the amount of \$759.77, and a premium of \$1,400.00, to the above for the redemption of Tax Sale Certificate #16-00026.

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

**RESOLUTION 17-02-06
REDEMPTION OF TAX SALE CERTIFICATE
CHRISTIANA TRUST AS CUST GSRAN-Z, LLC DEPOSIT ACCT
CERTIFICATE #16-00067**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #16-00067 was sold to Christiana Trust as Cust GSRAN-Z, LLC Deposit Acct, PO Box 71276, Philadelphia, PA 19176; and

WHEREAS, Certificate #16-00067 has been paid and fully redeemed for the property owner, Block 91, Lot 1.02, otherwise known as 298 Matawan Ave.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$4,600.42 and a Premium of \$34,100.00, to the above for the redemption of Tax Sale Certificate #16-00067.

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

**RESOLUTION 17-02-07
REDEMPTION OF TAX SALE CERTIFICATE
US BANK CUST FOR LIENLOGIC FUND 1, LLC
CERTIFICATE #16-00075**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #16-00075 was sold to US Bank Cust for LienLogic Fund 1, LLC, 555 Middlecreek Parkway, Colorado Springs, CO 80921; and

WHEREAS, Certificate #16-00075 has been paid and fully redeemed for the property owner, Block 111, Lot 2, otherwise known as 7 Oak Lane.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$640.03, and a Premium of \$1,300.00, to the above for the redemption of Tax Sale Certificate #16-00075.

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

**RESOLUTION 17-02-08
REDEMPTION OF TAX SALE CERTIFICATE
J&A NEW YORK, INC.**

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CERTIFICATE #16-00093

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #16-00093 which was sold to J&A New York, Inc., 144-90 41st Avenue, Apt. 515, Flushing, New York, 11355; and

WHEREAS, Certificate #16-00093 has been paid and fully redeemed for the property owner, Block 122, Lot 3, otherwise known as 5 Lola Lane.

NOW, THEREFORE, BE IT RESOLVED by the Council of The Borough of Matawan, that they hereby authorize payment in the amount of \$289.59, and a premium of \$1,000.00, to the above for the redemption of Tax Sale Certificate #16-00093.

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

**RESOLUTION 17-02-09
REDEMPTION OF TAX SALE CERTIFICATE
US BANK CUST FOR LIENLOGIC FUND 1, LLC
CERTIFICATE #16-00094**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #16-00094 was sold to US Bank Cust for LienLogic Fund 1, LLC, 555 Middlecreek Parkway, Colorado Springs, CO 80921; and

WHEREAS, Certificate #16-00094 has been paid and fully redeemed for the property owner, Block 122, Lot 6, otherwise known as 6 Lola Lane.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$155.99, and a Premium of \$900.00, to the above for the redemption of Tax Sale Certificate #16-00094.

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

**RESOLUTION 17-02-10
REDEMPTION OF TAX SALE CERTIFICATE
CHRISTIANA TRUST AS CUST GSRAN-Z, LLC DEPOSIT ACCT
CERTIFICATE #16-00096**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #16-00096 was sold to Christiana Trust as Cust GSRAN-Z, LLC Deposit Acct, PO Box 71276, Philadelphia, PA 19176; and

WHEREAS, Certificate #16-00096 has been paid and fully redeemed for the property owner, Block 123, Lot 7, otherwise known as 95 Onyx Place.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$3,229.72, and a Premium of \$25,800.00, to the above for the redemption of Tax Sale Certificate #16-00096.

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 17-02-11
REDEMPTION OF TAX SALE CERTIFICATE
CHRISTIANA TRUST AS CUST GSRAN-Z, LLC DEPOSIT ACCT
CERTIFICATE #16-00100**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #16-00100 was sold to Christiana Trust as Cust GSRAN-Z, LLC Deposit Acct, PO Box 71276, Philadelphia, PA 19176; and

WHEREAS, Certificate #16-00100 has been paid and fully redeemed for the property owner, Block 123.02, Lot 8, otherwise known as 17 Somerset Place.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$3,726.88, and a Premium of \$23,300.00, to the above for the redemption of Tax Sale Certificate #16-00100.

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

**RESOLUTION 17-02-12
APPROVAL OF RAFFLE LICENSE
PTO ROBERTSVILLE ELEMENTARY SCHOOL
50/50 CASH – RA-693**

BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the raffle license for PTO Robertsville Elementary School.

Name & Location of Organization's Event
Sterling Gardens
227 Freneau Avenue
Matawan, New Jersey 07747

Date & Time
March 10, 2017
7:00 PM to 11:00 PM

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following: Clerk, Police, as well as PTO Robertsville Elementary School.

**RESOLUTION 17-02-13
APPROVAL OF RAFFLE LICENSE
PTO ROBERTSVILLE ELEMENTARY SCHOOL
GIFT AUCTION – RA-694**

BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the raffle license for PTO Robertsville Elementary School.

Name & Location of Organization's Event
Sterling Gardens
227 Freneau Avenue
Matawan, New Jersey 07747

Date & Time
March 10, 2017
7:00 PM to 11:00 PM

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following: Clerk, Police, as well as PTO Robertsville Elementary School.

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**RESOLUTION 17-02-14
APPROVAL OF TAXI DRIVER LICENSE RENEWAL
DANIEL W. ALBRIGHT**

WHEREAS, Daniel W. Albright, has passed the required Police Department background checks; and

WHEREAS, Daniel W. Albright, has filed the proper documentation with the Borough Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the following taxi driver license renewal:

*Applicant: Daniel W. Albright
8000 Gundek Drive
Parlin, NJ 08859*

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

**RESOLUTION 17-02-15
APPROVAL OF TAXI DRIVER LICENSE RENEWAL
STEPHEN CALA**

WHEREAS, Stephen Cala, has passed the required Police Department background checks; and

WHEREAS, Stephen Cala, has filed the proper documentation with the Borough Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the following taxi driver license renewal:

*Applicant: Stephen Cala
Skytop Gardens
Building 1, Apartment 23
Parlin, NJ 08859*

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

**RESOLUTION 17-02-16
APPROVAL OF TAXI DRIVER LICENSE RENEWAL
ROSAURA MARQUEZ**

WHEREAS, Rosaura Marquez, has passed the required Police Department background checks; and

WHEREAS, Rosaura Marquez, has filed the proper documentation with the Borough Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the following taxi driver license renewal:

*Applicant: Rosaura Marquez
435 Amboy Road
Keyport, NJ 07735*

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

**RESOLUTION 17-02-17
APPROVAL OF SOLICITORS PERMIT
VIVINT SOLAR**

WHEREAS, Vivint Solar, has passed the required Police Department background checks; and

WHEREAS, Vivint Solar, 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: Vivint Solar
2400 Main Street, Suites 6 & 7
Sayerville, New Jersey 08871*

*Applicants: Justin Mines
400 Matawan Avenue, Apt. 113C
Cliffwood, NJ 07735*

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

**RESOLUTION 17-02-18
RELEASE OF ESCROW FUNDS
DAVID GULMAN
29 PARK AVENUE - BLOCK 19, LOT 15**

WHEREAS, David Gulman has requested the release of the balance on his escrow account, Block 19, Lot 15, otherwise known as 29 Park Avenue, Matawan, New Jersey; and

WHEREAS, the Planning/Zoning Board Attorney, the Planning/Zoning Board Engineer, and Borough of Matawan Construction Official have certified any and all outstanding issues and billing have been satisfied; and

WHEREAS, as reflected on the Summary of Escrow Deposits Statement received from the Office of the Chief Financial Officer, the remaining escrow balance as of December 20, 2016 is Seven-Hundred Thirty-Eight Dollars and No Cents (\$738.00); and

***NOW, THEREFORE, BE IT RESOLVED** the Council of the Borough of Matawan hereby approves the release of the balance of the escrow funds in the amount of Seven-Hundred Thirty-Eight Dollars and No Cents (\$738.00) to David Gulman, 29 Park Avenue, Matawan, New Jersey 07747.*

***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 as well as the Planning/Zoning Board Attorney, the Planning/Zoning Board Engineer, and David Gulman.*

New Business

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Mayor Altomonte read by title Resolution 17-02-19: Amending Resolution 17-01-05: 2017 Regular Council Meetings. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilwoman Salvatore. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
Councilman Michael Vergaretti
Councilman Nicolas Reeve
Councilman Brett Cannon
Councilwoman Josi Salvatore

Motion passed.

**RESOLUTION 17-02-19
AMENDING
RESOLUTION 17-01-05
2017 REGULAR COUNCIL MEETINGS**

WHEREAS, the Open Public Meeting Law PL 1975c231 requires that advanced public notice of the Council meeting be announced at the Annual Meeting.

NOW, THEREFORE, BE IT RESOLVED that the following meetings shall be named and held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey:

January	1 st (Noon, Sunday)	17 th (8:00 PM Third Tuesday)
February	7 th	21 st
March	7 th	21 st
April	4 th	18 th
May	2 nd	16 th
June	7 th	20 th
July	6 th (Thursday)	18 th
August	3 rd (Thursday)	15 th
September	5 th	19 th
October	3 rd	17 th
November	8 th (Wednesday)	21 st
December	5 th	19 th
January	1, 2018 (Noon, Monday)	

The first meeting of each month will be a Workshop meeting, followed by a Regular Council meeting. The Workshop meeting will begin at 7:00 PM. The second meeting of each month will be a Regular Council meeting and will begin at 7:00 PM.

All Executive Session meetings will be held half hour prior to the workshop and regular meetings each month, or as needed.

BE IT FURTHER RESOLVED that the Asbury Park Press and the Independent be named as the official newspapers to whom all notices of meetings shall be sent.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to all Borough of Matawan Departments Heads as well as the Borough Attorney and Borough Engineer.

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Mayor Altomonte read by title Resolution 17-02-20: Authorizing the Borough Administrator to Dispose of Borough Equipment With No Value or Use. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
Councilman Michael Vergaretti
Councilman Nicolas Reeve
Councilman Brett Cannon
Councilwoman Josi Salvatore

Motion passed.

**RESOLUTION 17-02-20
AUTHORIZING THE BOROUGH ADMINISTRATOR
TO DISPOSE OF BOROUGH EQUIPMENT WITH NO VALUE OR USE**

WHEREAS, certain equipment owned by the Borough of Matawan Fire Department is no longer required for the operations of the Borough; and

WHEREAS, NJSA 40A:11-36 requires approval of the Governing Body for the sale or disposition of personal property belonging to the Borough; and

WHEREAS, NJSA 40A:11-36(6) also states: If the estimated fair market value of the property to be sold does not exceed the applicable bid threshold in any one sale or is either livestock or perishable goods, it may be sold at private sale without advertising for bids.

WHEREAS, the Fire Chief has issued a letter certifying that the equipment which cannot be used for Fire Department service is inutile equipment that cannot be used by the Matawan Fire Department and that it has no value in the event of an auction or sale since it cannot be used by other Fire Departments in the State of New Jersey; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that the Borough Administrator is hereby authorized to dispose of Borough Equipment as identified herewith with no value to fire companies in the United States, and to authorize its transfer to the Hazlet Fire Company to be combined with other equipment from numerous municipalities in the State of New Jersey to be donated to fire companies in other countries who are capable of utilizing such equipment.

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, Fire as well as the Borough Attorney.

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MATAWAN VOLUNTEER FIRE DEPARTMENT

201 Broad Street, Matawan, New Jersey 07747-0566

Washington Engine Co. No. 1
Fireaux Volunteer Fire Co.

Hook and Ladder Co. No. 1
Fire and Police Company

M. E. Haley Hose Co. No. 1
Matawan Hose Co. No. 2

January 18, 2017

Mayor and Council,

The Matawan Borough Fire Department has a surplus of aging equipment that no longer meet the Federal State Standards. This equipment, because of age and condition, can no longer be safely used and has been removed from service. There are:

- 14 - Turnout Coats
- 37 - Turnout Pants
- 7 - Pairs of Boots
- 5 - 100ft 5 inch hose
- 5 - 50ft 3 inch hose
- 1 - Piston Intake Valve
- 1 - Hose Clamp

There are, however, departments that are in of equipment regardless of condition that do not require to follow any standards or guidelines that would be happy to take any equipment that they are provided. Therefore, please approve the disbursement of the above mentioned equipment to assist our brother firefighters in need.

If there are any questions, please let me know.

Thank you,



Richard Michitsch
1st Deputy Chief
Matawan Borough Fire Department



Mayor Altomonte read by title Resolution 17-02-21: Release of Maintenance Bond – 2013 Road Improvement Program Contract 1 – Lucas Construction Group, Inc. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilwman Salvatore. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
Councilman Michael Vergaretti
Councilman Nicolas Reeve
Councilman Brett Cannon

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Councilwoman Josi Salvatore

Motion passed.

**RESOLUTION 17-02-21
RELEASE OF MAINTENANCE BOND
2013 ROAD IMPROVEMENT PROGRAM CONTRACT 1
LUCAS CONSTRUCTION GROUP, INC.**

WHEREAS, on July 3, 2014, in accordance with the 2013 Road Improvement Program Contract 1 General Conditions Section GC.33 Maintenance Bond, Lucas Construction Group, Inc. posted Maintenance Bond No. B1134485 in the amount of Three Hundred Eighty Thousand One Hundred Forty Six Dollars and No Cents (\$380,146.00); and

WHEREAS, as said Maintenance Bond expired on June 12, 2016, and T&M Associates has provided written confirmation on January 11, 2017 stating there are no outstanding items relating to inspections, improvements or billing.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Borough of Matawan hereby approves the release of the Maintenance Bond, in the amount of Three Hundred Eighty Thousand One Hundred Forty Six Dollars and No Cents (\$380,146.00), to Lucas Construction Group, Inc., 173 Amboy Road, Morganville, New Jersey 07751.

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 Borough Engineer and Lucas Construction Group, Inc.

Mayor Altomonte read by title Resolution 17-02-22: 2015 Road Improvement Program Contract 2 – Black Rock Enterprises, LLC – Authorizing Change Order No. 6 and Final. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
Councilman Michael Vergaretti
Councilman Nicolas Reeve
Councilman Brett Cannon
Councilwoman Josi Salvatore

Motion passed.

**RESOLUTION 17-02-22
2015 ROAD IMPROVEMENT PROGRAM CONTRACT 2
BLACK ROCK ENTERPRISES, LLC
AUTHORIZING CHANGE ORDER NO. 6 AND FINAL**

WHEREAS, T&M Associates has informed the Council that Various Items have been reduced to reflect as-built quantities to the 2015 Road Improvement Program Contract 2, for a total Reduction this Change Order No. 6 and Final of Seventeen Thousand, Two Hundred Twenty-Seven Dollars and Thirteen Cents (\$17,227.13); and

WHEREAS, T&M Associates has informed the Council that Various Extra have been increased to reflect as-built quantities to the 2015 Road Improvement Program Contract 2, for total Extras this Change Order No. 6 and Final

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of Four Thousand, Five-Hundred Thirty-Seven Dollars and Seventy-Five Cents (\$4,537.75); and

***WHEREAS**, T&M Associates has informed the Council that Supplementary Item S-9 has been added to the 2015 Road Improvement Program Contract 2, for a total Supplementary item this Change Order No. 6 and Final of Six Thousand Dollars and No Cents (\$6,000.00); and*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, based upon the recommendations of Robert Keady, T&M Associates, that they hereby authorize the attached contract modification proposal, Change Order No. 6 and Final, for the 2015 Road Improvement Program Contract 2, a Net Change Decrease This Change Order No. 6 and Final, in the reduced amount of Six Thousand, Six Hundred Eighty-Nine Dollars and Thirty-Eight Cents (\$6,689.38).*

***BE IT FURTHER RESOLVED** this amount reflects a total Net Change in Contract of One Hundred Eighty-Seven Thousand, Fifteen Dollars and Sixty-Two Cents (\$187,015.62).*

***BE IT FURTHER RESOLVED** the Mayor of the Borough of Matawan is hereby authorized to execute the attached contract modification proposal and acceptance.*

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

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T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. MATN-03652

CHANGE ORDER NO. 6 & FINAL

DATE:

PROJECT:

OWNER:

CONTRACTOR:

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items have been reduced to reflect as-built quantities.

EXTRA:

Various items have been increased to reflect as-built quantities.


SUPPLEMENTARY:

S-9 4" Perforated HDPE Pipe


APPROVAL RECOMMENDED:


ROBERT R. KEADY, JR., P.E., C.M.E.

ACCEPTED:


CONTRACTOR:
Black Rock Enterprises, LLC

OWNER'S APPROVALS:


Mayor Joseph Altomonte
Borough of Matawan

NOTE: All work to be done according to Contract Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$17,227.13
B. TOTAL EXTRAS THIS C.O.	\$4,537.75	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$6,000.00	XXXXXXXXXX
TOTALS THIS C.O.	\$10,537.75	\$17,227.13
NET CHANGE THIS CHANGE ORDER		\$6,689.38
PREVIOUS CHANGE ORDERS	\$262,457.42	\$68,752.42
TOTAL CHANGE ORDERS TO DATE	\$272,995.17	\$85,979.55
NET CHANGE IN CONTRACT	\$187,015.62	

ORIGINAL CONTRACT BID PRICE	<input type="text" value="\$964,373.05"/>
CHANGE ORDERS TO DATE	<input type="text" value="\$187,015.62"/>
REVISED CONTRACT PRICE	<input type="text" value="\$1,151,388.67"/>

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CHANGE ORDER NO. 6 & FINAL

SHEET NO. 2 OF 2

PROJECT NO. MATN-03652

PROJECT:

OWNER:

CONTRACTOR:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	
			PRICE	AMOUNT
18	Hot Mix Asphalt Base Course, 19M64, 4" Thick	37.87 TON	\$120.00	\$4,544.40
30	6"x18" Concrete Vertical Curb	15.00 LF	\$23.00	\$345.00
32	Granite Block Curb	2.00 LF	\$27.00	\$54.00
R 37	Detectable Warning Surface	1.00 SY	\$300.00	\$300.00
E 39	Traffic Stripes, Long Life, Epoxy Resin, 6" Wide	15.00 LF	\$2.73	\$40.95
D 41	Traffic Markings, Thermoplastic	76.00 SF	\$5.78	\$439.28
U 43	Line Stop	1.00 UN	\$7,000.00	\$7,000.00
C 47	Curb Boxes	1.00 UN	\$200.00	\$200.00
T 57	Chemical Grout for Testing & Sealing	30.00 GAL	\$15.75	\$472.50
I 59	Regulatory and Warning Signs, 30"x30" (I&WD)	20.00 SF	\$37.80	\$756.00
O 64	Okame Cherry, 2"-2-1/2" Cal., B&B	1.00 UN	\$450.00	\$450.00
N 68	Sodding	15.00 SY	\$15.00	\$225.00
69	Steel Face Plate Curb Trmt for Ex. Trees (I&WD)	40.00 LF	\$60.00	\$2,400.00

A. TOTAL REDUCTIONS \$17,227.13

EXTRA	12	Dense Graded Aggregate Base Course, 6" Thick	202.90 SY	\$7.50	\$1,521.75
	65	Borrow Topsoiling, 4" Thick	464.00 SY	\$5.50	\$2,552.00
	66	Fertilizing and Seed Mixture No. 15	464.00 SY	\$1.00	\$464.00

B. TOTAL EXTRA \$4,537.75

SUPPLEMENTARY	S-9	4" Perforated HDPE Pipe	120.00	\$50.00	\$6,000.00
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C. TOTAL SUPPLEMENTARY \$6,000.00

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Mayor Altomonte read by title Resolution 17-02-23: Authorizing the Execution of a Shared Services Agreement for Animal Control Services Between the Borough of Matawan and the Township of Marlboro. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilwoman Salvatore. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
Councilman Michael Vergaretti
Councilman Nicolas Reeve
Councilman Brett Cannon
Councilwoman Josi Salvatore

Motion passed.

**RESOLUTION 17-02-23
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT
FOR ANIMAL CONTROL SERVICES BETWEEN THE BOROUGH OF MATAWAN AND
THE TOWNSHIP OF MARLBORO**

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that the Borough Administrator be and is hereby authorized to execute the attached Shared Services Agreement for Animal Control Services with the Township of Marlboro, effective January 1, 2017 through and including December 31, 2017 in an amount not to exceed Sixteen Thousand Dollars and No Cents (\$16,000.00), and the same is hereby confirmed pending receipt of Certification As To Available Funding from the Chief Financial Officer of the Borough of Matawan.

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

CERTIFICATION AS TO AVAILABLE FUNDING

I, Monica Antista, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the 7-01-27-330-200 Budget of the Borough of Matawan for Animal Control Services with the Township of Marlboro in an amount not to exceed Sixteen Thousand Dollars and No Cents (\$16,000.00).

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

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(Signature on File)

Monica Antista, CMFO

Dated: February 7, 2017

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

This Agreement is made this 7th day of February, 2017, by and between the Township of Marlboro (“Township”), with its principal place of business at 1979 Township Drive, Marlboro, New Jersey 07746 and the Borough of Matawan (“Matawan”), with its principal place of business at 201 Broad Street, Matawan, New Jersey 07747.

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

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

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

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

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

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

I. Scope of Services

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

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

II. Borough Responsibilities

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

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E. *Quality control of all calls to ensure response is required.*

III. Contract Term

A. *The term of this Agreement shall commence on or about January 1, 2017 and terminating on December 31, 2017.*

IV. Contract Amount

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

- (1) Unlimited calls initiated Monday through Friday, 7:30 am to 3:30 pm, excluding Township holidays: \$16,000.00 (\$4,000.00 per quarter)*
- (2) Calls initiated on all other days and times to be billed at a rate of \$200.00 per call.*
- (3) Matawan's share of billing for animals sheltered.*
- (4) Matawan's share of veterinarian service provided to Matawan animals.*

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

V. Termination

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

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

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

VI. Dispute Resolution

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

VII. Indemnification

The Borough of Matawan agrees to indemnify, defend and hold harmless the Township of Marlboro,

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collectively and individually, as well as its agents, servants and employees, for any and all claims, suits, costs, expenses, fees (including legal fees) and from all damages of every kind and description arising out of the performance of this Agreement as set forth herein.

VIII. Designated Contact Persons

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

IX. Approval of Agreement

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

X. New Jersey Law

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

XI. Entire Agreement

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

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

Attest:

(Signature on File)

Alida Manco, Municipal Clerk

Attest:

Karen Wynne, RMC
Municipal Clerk

TOWNSHIP OF MARLBORO

(Signature on File)

By: _____
Name: Jonathan L. Hornik
Title: Mayor
Dated: December 15, 2016

BOROUGH OF MATAWAN

By: _____
Name: Joseph Altomonte
Title: Mayor
Dated: February 7, 2017

Mayor Altomonte read by title Resolution 17-02-24: Resolution Approving Right-Of-Way Use Agreement Between the Borough of Matawan and Cross River Fiber. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor

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Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
Councilman Michael Vergaretti
Councilman Nicolas Reeve
Councilman Brett Cannon
Councilwoman Josi Salvatore

Motion passed.

**RESOLUTION 17-02-24
RESOLUTION APPROVING RIGHT-OF-WAY USE AGREEMENT BETWEEN
THE BOROUGH OF MATAWAN AND CROSS RIVER FIBER**

WHEREAS, Cross River Fiber LLC ("Cross River Fiber"), seeks to place its telecommunication facilities aerially on existing utility poles or in an underground conduit in the Public Rights-of-Way within the Borough of Matawan for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

WHEREAS, Cross River Fiber was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State; and

WHEREAS, NJSA 48:3-19 requires Cross River Fiber to obtain the consent of the Borough of Matawan for the joint use of any existing utility poles; and

WHEREAS, NJSA 54:30A-124(a) provides that a municipality may not impose any fees, taxes, levies or assessments in the nature of a local franchise, right of way, or gross receipts fee, tax, levy or assessment against telecommunications companies but that a municipality may impose reasonable fees for actual services made by any municipal, regional or county governmental agency; and

WHEREAS, it is in the best interests of the Borough of Matawan and its citizens to grant consent to Cross River Fiber; and

WHEREAS, the consent granted is for the non-exclusive use of the Public Rights-of-Ways for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system subject to the terms and conditions of the attached Use Agreement with Cross River Fiber.

***NOW THEREFORE BE IT RESOLVED,** by the Council of the Borough of Matawan that the Borough of Matawan is hereby authorized to grant Cross River Fiber a non-exclusive use of the Public Rights-of-Ways for the purpose of owning, constructing, installing, operating repairing and maintaining a telecommunications system.*

***BE IT FURTHER RESOLVED,** that the Mayor and Clerk are hereby authorized to execute any and all documents necessary to effectuate this Resolution.*

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Construction, Finance, Fire, First Aid, Police, Public Works, Recreation, Recycling as well as Cross River Fiber.*

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RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated February 7, 2017 the "Effective Date", and entered into by and between the Borough of Matawan ("Borough"), a New Jersey Borough corporation, having its address at 201 Broad Street, Matawan, New Jersey 07747 and Cross River Fiber LLC ("Cross River Fiber") with offices located at 461 Headquarters Plaza, Morristown, NJ 07960.

RECITALS

WHEREAS, Cross River Fiber was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE11050320 on July 14, 2011, Docket No. TE12040297 on June 18, 2012 and Docket No. TM14080906 and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, Pursuant to such authority granted by the New Jersey Board of Public Utilities, Cross River Fiber may locate, place, attach, install, operate and maintain facilities within Public Rights-of-Way for purposes of providing telecommunications services; and

WHEREAS, Cross River Fiber proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

WHEREAS, it is in the best interests of the Borough and its citizenry for the Borough to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the Borough for this purpose; and

WHEREAS, the consent granted herein is for the non-exclusive use of the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Borough and Cross River Fiber hereby agree to and with each other as follows:

Section 1. Definitions

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "Cross River Fiber" is the grantee of rights under this Use Agreement and is known as Cross River Fiber, their successors and assigns.
- c. "Borough" is the grantor of rights under this Use Agreement and is known as the Borough of Matawan, State of New Jersey.
- d. "Public Utility" means any public utility defined in NJSA 48:2-13.
- e. "Public Rights-of-Way" means the space in, upon, above, along, across, over, and through any public land, road, street or highway of the Borough, including lands with public utility facilities as the same now or hereafter may exist, that are under the jurisdiction of the Borough. This term shall not include Borough, state, or federal rights-of-way or any property owned by any person or agency other than the Borough, except as provided by applicable Laws or pursuant to an agreement between the Borough and any such person or agency.
- f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

Section 2. Grant of Consent.

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The Borough hereby grants Cross River Fiber its Borough consent for the non-exclusive use of the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

Section 3. Public Purpose.

It is deemed to be in the best interests of the Borough and its citizenry, particularly including commercial and industrial citizens, for the Borough to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the Borough for this purpose.

Section 4. Scope of Use Agreement.

Any and all rights expressly granted to Cross River Fiber under this Use Agreement, which shall be exercised at Cross River Fiber's sole cost and expense, shall be subject to the prior and continuing right of the Borough under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Cross River Fiber a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

The Borough hereby authorizes and permits Cross River Fiber to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies, or others, or to be constructed by Cross River Fiber located within the Public Rights-of-Way as may be permitted by the property owner, as the case may be.

Section 5. Compliance with Ordinance

Cross River Fiber shall comply with all applicable existing ordinances of the Borough as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law.

Section 6. Duration of Consent

The non-exclusive Borough consent granted herein shall expire fifty (50) years from the Effective Date of this Use Agreement.

Section 7. Indemnification

Cross River Fiber, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Borough, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Cross River Fiber actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the Borough in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Cross River Fiber activities pursuant to the rights granted in this Use Agreement.

Section 8. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. ALL DAMAGES ARISING FROM ANY CLAIM OR CAUSE OF ACTION SHALL BE LIMITED TO PROVEN DIRECT DAMAGES.

Section 9: Notices

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*All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:
To Cross River Fiber at:*

*Cross River Fiber LLC
461 Headquarters Plaza
Morristown, NJ 07960
Attn: Robert Sokota, Chief Administrative Officer & General Counsel*

To the Borough of Matawan at:

*The Borough of Matawan
201 Broad Street.
Matawan, NJ 07747
Attn: Karen Wynne, RMC - Borough Clerk*

Section 10. Liability Insurance

Cross River Fiber shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy amount in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Cross River Fiber shall file with the Borough Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The Borough shall notify Cross River Fiber within fifteen (15) days after the presentation of any claim or demand to the Borough, either by suit or otherwise, made against the Borough on account of any of Cross River Fiber or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

Section 11. Assignment.

Cross River Fiber may not assign this Use Agreement without the written consent of the Borough, which consent shall not be unreasonably withheld or delayed, except that Cross River Fiber shall have the right, upon notice to the Borough, to assign this Use Agreement without the Borough's consent if such assignment is approved by the BPU.

Section 12. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 13. Governing Law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

Section 14. Incorporation of Prior Agreements.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

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Section 15. Modification of Agreement.

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 16. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 17. Counterparts.

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Cross River Fiber LLC

Robert Sokota, Chief Administrative Officer and General Counsel

Dated: _____

The Borough of Matawan

Honorable Mayor Joseph Altomonte

Dated: _____

Mayor Altomonte read by title Resolution 17-02-25: Resolution Continuing the Appointment of the Firm of Cleary, Giacobbe, Alfieri & Jacobs, LLC for Police Department Administrative Hearing. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
 Councilman Michael Vergaretti
 Councilman Nicolas Reeve
 Councilman Brett Cannon
 Councilwoman Josi Salvatore

Motion passed.

**RESOLUTION 17-02-25
RESOLUTION CONTINUING THE APPOINTMENT OF THE FIRM OF**

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CLEARY, GIACOBBE, ALFIERI & JACOBS, LLC FOR POLICE DEPARTMENT ADMINISTRATIVE HEARING

WHEREAS, the firm of Cleary, Giacobbe, Alfieri & Jacobs, LLC has been involved in a continuing administrative hearing on a Matawan Police Department personnel issue; and

WHEREAS, the firm has represented the Borough in this continuing matter, and the matter is currently reaching the matter of an administrative hearing.

NOW, THEREFORE, BE IT RESOLVED that the firm of Cleary, Giacobbe, Alfieri & Jacobs, LLC be and is herewith appointed and retainer to continuing in the representation of the Borough of Matawan in the administrative hearing involving a disciplinary matter for purposes of the disciplinary hearing; and

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, Police as well as Cleary, Giacobbe, Alfieri & Jacobs, LLC.

Mayor Altomonte read by title Resolution 17-02-26: Authorizing the Award of Fair and Open Contracts for the Borough of Matawan 2017 Professional Services. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilwoman Salvatore. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
 Councilman Michael Vergaretti
 Councilman Nicolas Reeve
 Councilman Brett Cannon
 Councilwoman Josi Salvatore

Motion passed.

***RESOLUTION 17-02-26
AUTHORIZING THE AWARD OF FAIR AND OPEN CONTRACTS FOR
THE BOROUGH OF MATAWAN 2017 PROFESSIONAL SERVICES***

WHEREAS, the Borough of Matawan has solicited proposals through a fair and open process in accordance with NJSA 19:44A-20.5 et seq., which requires that award of contract for "Professional Services" through the fair and open process must be made by resolution authorizing the award of said contract and must be publicly advertised; and

WHEREAS, the following firms have submitted qualifications as part of a "Fair and Open Process" pursuant to the provisions of NJSA 40:44A-20.5 et seq. and the Borough Council finds these firms to be the most qualified for the services sought by the Borough of Matawan:

*Borough Engineer – Remington, Vernick & Vena Engineers
Borough Planner – ARH Associates
Borough Redevelopment Engineer – Alaimo Group Consulting Engineers
Borough Redevelopment Planner – Alaimo Group Consulting Engineers
Special Projects Engineering Pool:*

- Najarian Associates*
- Maser Consulting, PA*

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- *Prestige Environmental, Inc.*
- *T&M Associates*

Borough Architect – Netta Architects

Borough Appraiser – Associates Appraisal Group, Inc.

Borough COAH Attorney – Decotiis, FitzPatrick & Cole, LLP

Special Counsel Pool

- *Weiner Law Group, LLP*
- *Decotiis, FitzPatrick & Cole, LLP*
- *Roth D'Aquanni, LLC*
- *Long, Marmero & Associates, LLP*

Borough Property & Casualty Insurance Broker - Acrisure

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that they hereby appoint these firms as outlined above for the Borough of Matawan for the year 2017, said term to expire December 31, 2017.*

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

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

Mayor Altomonte read by title Resolution 17-02-27: Resolution Removing Steven J. Morley From Participation in the Borough of Matawan LOSAP Program. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
Councilman Michael Vergaretti
Councilman Nicolas Reeve
Councilman Brett Cannon
Councilwoman Josi Salvatore

Motion passed.

**RESOLUTION 17-02-27
RESOLUTION REMOVING STEVEN J. MORLEY FROM PARTICIPATION IN THE
BOROUGH OF MATAWAN LOSAP PROGRAM**

***WHEREAS**, Steven J. Morley is a currently listed member of the benefits program provided to volunteers by the Borough of Matawan Length of Service Awards Program (LOSAP); and*

***WHEREAS**, Steve J. Morley is requesting his voluntary removal from the program due to his termination of volunteer status from the Borough of Matawan's First Aid & Rescue Squad LOSAP Program.*

***NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Matawan do direct the Chief Financial Officer and the Borough Administrator to take any and all necessary steps to remove*

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the member of the Volunteer First Aid & Rescue Squad, Steven J. Morley, from participation in LOSAP effective immediately and that a notice of the within removal shall be forwarded to the participant, the Chief Financial Officer, and the Clerk immediately upon issuance of 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: Administration, Clerk, Finance, Payroll as well as Lincoln Financial Group and Steven J. Morley.

Mayor Altomonte read by title Resolution 17-02-28: Acceptance of Resignation – Nick A. Fabiano, Jr. – Electric Sub-Code Official & Electric Inspector Resolution. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Michael Vergaretti
Councilman Nicolas Reeve
Councilman Brett Cannon
Councilwoman Josi Salvatore

No: Councilman Joseph Urbano

Motion passed.

**RESOLUTION 17-02-28
ACCEPTANCE OF RESIGNATION
NICK A. FABIANO, JR.
ELECTRIC SUB-CODE OFFICIAL & ELECTRIC INSPECTOR**

WHEREAS, Nick A. Fabiano, Jr. has submitted his resignation as Electric Sub-Code Official & Electric Inspector.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan accepts the resignation of Nick A. Fabiano, Jr. as Electric Sub-Code Official & Electric Inspector, effective February 14, 2017.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll, as well as Nick A. Fabiano, Jr. and the NJS DCA Office of Regulatory Affairs.

Mayor Altomonte read by title Resolution 17-02-29: Resolution Confirming the Sale of a \$5,250,000 General Improvement Bond and a \$800,000 Water/Sewer Utility Bond of the Borough of Matawan. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilwoman Salvatore. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
Councilman Michael Vergaretti
Councilman Nicolas Reeve

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Councilman Brett Cannon
Councilwoman Josi Salvatore

Motion passed.

RESOLUTION 17-02-29

**RESOLUTION CONFIRMING THE SALE OF A \$5,250,000 GENERAL
IMPROVEMENT BOND AND A \$800,000 WATER / SEWER UTILITY BOND
OF THE BOROUGH OF MATAWAN**

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

Section 1. The Borough of Matawan, a municipal corporation of the State of New Jersey (the "Borough"), hereby confirms the sale of its \$5,250,000 General Improvement Bond and its \$800,000 Water / Sewer Utility Bond (collectively, the "Bonds") to The Monmouth County Improvement Authority (the "Authority") pursuant to the Local Bond Law (N.J.S.A. 40A:2-27(b)(3)).

Section 2. The Borough hereby ratifies the terms relating to the sale of the Bonds set forth in the Bond Purchase Contract dated February 8, 2017 by and between the Borough and the Authority (the "Bond Purchase Contract"), a copy of which is attached hereto and incorporated herein as Appendix A.

Section 3. The Bonds will be issued pursuant to the Local Bond Law and are authorized by Resolution 16-12-20 of the Borough adopted on December 20, 2016, and the bond ordinances referred to therein; and this resolution, each in all respects duly approved and published as required by law.

Section 4. The Bonds will be dated the date of delivery thereof. The Bonds will mature on February 15 in each year until maturity, and in the principal amounts as set forth therein. The Bonds will bear interest at the rates per annum as set forth therein, payable 15 days prior to each February 15 and August 15 in each year until maturity, commencing August 15, 2017 (each, an "Interest Payment Date").

Section 5. The Bonds maturing on or prior to February 15, 2027 are not subject to redemption prior to their stated maturities. The Bonds maturing on or after February 15, 2028 are subject to redemption at the option of the Borough on or after February 15, 2027 upon notice as described in a bond resolution adopted by the Authority on December 1, 2016, either in whole or in part by lot within a single maturity from maturities selected by the Borough, on any date, at a redemption price equal to 100% of the principal amount thereof, plus in each case accrued interest to the date fixed for redemption.

Section 6. Each of the Bonds will be issued in fully registered form to, and registered in the name of, the Authority, and shall consist of one bond certificate numbered GIB-1 and WSUB-1 respectively.

Section 7. Each of the Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Borough to deliver the Bonds in accordance with the requirements of the Bond Purchase Contract, and shall have a copy of the approving opinion of Bond Counsel attached thereto:

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[GIB-1] [WSUB-1]

\$ _____

UNITED STATES OF AMERICA

STATE OF NEW JERSEY

BOROUGH OF MATAWAN

[GENERAL IMPROVEMENT BOND] [WATER / SEWER UTILITY BOND]

DATE OF
ORIGINAL

ISSUE: February __, 2017

BOROUGH OF MATAWAN, a municipal corporation of the State of New Jersey (the "Borough"), hereby acknowledges itself indebted and for value received promises to pay to

*THE MONMOUTH COUNTY IMPROVEMENT
AUTHORITY (the "Authority")
c/o U.S. BANK NATIONAL ASSOCIATION (the "Trustee")*

the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the Date of Original Issue of this Bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on the February 1 and August 1 prior to each February 15 and August 15, commencing August 15, 2017, in an amount equal to the interest accruing to each such February 15 and August 15. This Bond as to principal will be payable on the 15th day of the month immediately preceding the due date therefor at the corporate trust office of the Trustee. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate until paid. This Bond shall be prepayable as set forth in Section 1303 of the bond resolution adopted by the Authority on December 1, 2016 (as the same may be supplemented and amended, the "Bond Resolution").

Both principal of and interest on this Bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. "Late Payment Rate" shall mean a rate per annum equal to the lower of (i) three percent above the interest rate that JP Morgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate and (ii) the maximum interest rate allowed by law.

The Bonds maturing on or prior to February 15, 2027 are not subject to redemption prior to their stated maturities. The Bonds maturing on or after February 15, 2028 are subject to redemption at the option of the Borough on or after February 15, 2027 upon notice as described in a bond resolution adopted by the Authority on December 1, 2016, either in whole or in part by lot within a single maturity from maturities selected by the Borough, on any date, at a redemption price equal to 100% of the principal amount thereof, plus in each case accrued interest to the date fixed for redemption.

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This Bond is issued pursuant to the Local Bond Law and authorized by Resolution 16-12-20 of the Borough adopted on December 20, 2016, and the bond ordinances referred to therein; and Resolution _____ of the Borough adopted on February __, 2017, each in all respects duly approved and published as required by law.

The full faith and credit of the Borough is hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this Bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Borough, is within every debt and other limit prescribed by such Constitution or statutes.

The Borough agrees to pay (i) all costs and expenses (including legal fees) in connection with the administration and enforcement of this Bond, which includes but is not limited to costs in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution) and (ii) its share of the amounts payable pursuant to Section 9(vi)(B) of the Bond Purchase Agreement between the Borough and the Authority.

IN WITNESS WHEREOF, the BOROUGH OF MATAWAN has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, and its official seal to be affixed hereon and attested to by the manual signature of its Clerk, all as of the Date of Original Issue specified above.

[SEAL]

BOROUGH OF MATAWAN

ATTEST:

By: _____
Mayor

Clerk

By: _____
Chief Financial Officer

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Schedule A

[GENERAL IMPROVEMENT BOND

Insert Page 10 from Final Numbers Run]

[WATER / SEWER UTILITY BOND

Insert Page 16 from Final Numbers Run]

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ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto
_____. (Please Print or Type Name and Address of Assignee) the within bond
and irrevocably appoints _____ as Attorney to transfer this bond on the
registration books of the issuer of this Bond.

*NOTICE: The signature of this assignment must
correspond with the name as it appears on the face of
this Bond in every particular.*

Dated:

Signature of Guarantee:

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Section 8. The Mayor and the Chief Financial Officer (each, an "Authorized Officer") are hereby authorized to execute the Bonds in the Borough's name, along with any documents, instruments or closing certificates deemed necessary, desirable or convenient by Waters, McPherson, McNeill, P.C. ("Bond Counsel") to provide for the issuance and delivery of the Bonds by the Borough (collectively, the "Financing Documents"). The Clerk is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer and to affix, imprint or reproduce the Borough's official seal to such Financing Documents.

Section 9. The Borough hereby directs and authorizes the Authorized Officers to engage the services of any other financing professionals deemed necessary, desirable or convenient with respect to the issuance and delivery of the Bonds by the Borough.

Section 10. The Borough will enter into a written Secondary Market Disclosure Undertaking in order to comply with the secondary market disclosure requirements contemplated by Rule 15c2-12 adopted by the United States Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 11. The Borough hereby covenants that it will comply with any conditions imposed by the Internal Revenue Code of 1986, as amended, in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds.

Section 12. This resolution shall take effect immediately.

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Appendix A

BOND PURCHASE CONTRACT

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BOND PURCHASE AGREEMENT

February 8, 2017

*Borough of Matawan
201 Broad Street
Matawan, New Jersey 07747
To Members:*

The undersigned, The Monmouth County Improvement Authority (the "Authority"), offers to enter into the following Bond Purchase Agreement with you (the "Borrower") which, upon your acceptance of this offer, will be binding upon you and upon the Authority. This offer is made subject to acceptance of this Bond Purchase Agreement by the Borrower on or before the date of Closing (as hereinafter defined), and, if not so accepted, will be subject to withdrawal by the Authority upon notice delivered to the Borrower at the address set forth above at any time prior to the acceptance hereof by the Borrower.

The Borrower acknowledges that the Authority is purchasing the bonds described below with the proceeds of the Authority's Governmental Loan Revenue Bonds, Series 2017 (Monmouth County Guaranteed) (Matawan Project) (the "Authority Local Unit Bonds") pursuant to a bond resolution of the Authority adopted December 1, 2016 (said bond resolution, together with any amendments and supplements thereto, is referred to herein as the "Local Unit Bond Resolution"). The Borrower further acknowledges that the Authority will execute a Contract of Purchase pursuant to which it will agree to sell its Governmental Pooled Loan Revenue Bonds, Series 2017 (the "Authority Pooled Bonds") to the underwriters named therein (the "Underwriters"), the proceeds of which shall be used by the Authority to purchase the Authority Local Unit Bonds. The Authority Pooled Bonds are being issued under and pursuant to Chapter 37A of Title 40 of the New Jersey Statutes and a resolution of the Authority entitled "2016 Governmental Pooled Loan Revenue Bond Resolution" adopted by the Authority on December 1, 2016, as from time to time amended or supplemented in accordance with the terms thereof (the "Bond Resolution"). The Authority agrees to use its best efforts to issue and deliver its Authority Pooled Bonds no later than February 28, 2017. The Borrower agrees to comply with the provisions of the Authority's Bond Resolution as applicable to it.

Upon the terms and conditions and upon the basis of the representations, warranties, and covenants set forth herein, the Authority hereby agrees to purchase from the Borrower, and the Borrower hereby agrees to sell to the Authority, \$6,050,000 principal amount of the Borrower's \$6,050,000 general obligation bonds (the "Borrower Bonds"), on the date on which the Authority initially issues its Authority Pooled Bonds. The Borrower Bonds shall be dated the date of Closing, shall mature not later than forty years from the date of Closing and shall bear interest at the interest rates per annum as shall be approved by an Authority representative and as shall be approved by the Borrower pursuant to the proceedings taken to authorize and issue such Borrower Bonds under the Local Bond Law of the State of New Jersey, N.J.S.A. 40A:2-1, et seq. or other similar law, including, where applicable, the approval of the New Jersey Local Finance Board and under a resolution of the Borrower adopted on December 20, 2016 and a confirmatory resolution of the Borrower adopted on February 7, 2017 (the approval by the Borrower of the principal amortization schedule and the interest rates per annum thereon shall be herein referred to as the "Details Resolution"; all other proceedings of the Borrower taken to authorize the Borrower Bonds shall be herein referred to as the "Local Proceedings").

The purchase price for the Borrower Bonds shall be equal to \$7,077,250.25 (representing the principal amount of the Borrower Bonds plus the original issue premium of \$1,027,250.25). The payment for and delivery of the Borrower Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery, herein called the "Closing," and as hereinafter further described in paragraph 7 hereof.

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The Borrower hereby requests that its share of the costs of issuance of the Authority, \$119,103.27, including but not limited to the County guaranty premium and the underwriters' discount, be netted against the purchase price for the Borrower Bond.

The Borrower Bonds shall be as described in, and shall be issued and secured under, the Local Proceedings.

It shall be a condition (i) to the obligations of the Borrower to sell and to deliver the Borrower Bonds to the Authority, and (ii) to the obligations of the Authority to purchase, to accept delivery of and to pay for the Borrower Bonds, that the entire issue of Borrower Bonds to be sold pursuant to Paragraph 1 hereof shall be sold and delivered by the Borrower and purchased, accepted and paid for by the Authority at the Closing. The Authority has pledged such Borrower Bonds, when issued, as security for the repayment of the Authority Local Unit Bonds.

By virtue of the execution of this Bond Purchase Agreement, the Borrower represents and warrants to, and agrees with, the Authority (and it shall be a condition of the obligation of the Authority to purchase and to accept delivery of the Borrower Bonds that the Borrower shall so represent and warrant as of the date of Closing) that:

The Borrower was duly created and organized as a political subdivision of the State of New Jersey (the "State"), the Borrower is authorized to execute and deliver this Bond Purchase Agreement, to issue the Borrower Bonds, to adopt the Local Proceedings and the Details Resolution and to perform its respective obligations under such instruments and proceedings, the Borrower has the authority to levy ad valorem property taxes on all the taxable real property within the geographic area or jurisdiction of the Borrower to provide for the payments required under the Borrower Bonds, and the Borrower Bonds will constitute full faith and credit obligations of the Borrower;

The officers of the Borrower are the duly qualified and presently acting officers of the Borrower;

The Borrower has complied with the provisions of all laws of the State relating to the issuance of the Borrower Bonds and has full power and authority to issue the Borrower Bonds and to carry out and consummate all transactions contemplated to be performed by it pursuant to this Bond Purchase Agreement, the Borrower Bonds, the Local Proceedings and the Details Resolution, and any and all other agreements relating hereto and thereto;

The Borrower will not take any action, or fail or omit to take any action (or to the extent it exercises control or direction, permit any action), with respect to the proceeds of the sale of the Borrower Bonds to the Authority (i) which would result in any of the Borrower Bonds becoming an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) which could adversely affect the exclusion from federal gross income of interest on the Borrower Bonds or the Authority Pooled Bonds pursuant to Section 103 of the Code;

At the time of the Borrower's acceptance of this Bond Purchase Agreement and at all times subsequent thereto up to and including the date of the Closing, the financial and other information supplied by such Borrower to the Authority does not and will not contain any untrue statement of a material fact or omit to state a material fact required or necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

The Borrower has duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Borrower Bonds upon the terms set forth herein; (ii) the adoption, delivery and due performance of the Local Proceedings and, as of the date of Closing, the Details Resolution; and (iii) the execution, delivery and performance by the Borrower of this Bond Purchase Agreement, the Borrower Bonds, an arbitrage certificate, and any and all other agreements and instruments that may be required to be

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executed, delivered and received by the Borrower in order to carry out, give effect to and consummate the transactions contemplated by each of said documents and the Local Proceedings;

Between the date of this Bond Purchase Agreement and the Closing, the Borrower will not, without advising the Authority, issue any bonds, notes or other obligations, other than the Borrower Bonds sold hereby;

To the knowledge of any official of the Borrower, after due inquiry, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of any official of the Borrower, threatened affecting the Borrower wherein an unfavorable decision, ruling or finding would adversely affect (i) the corporate existence or organization of the Borrower or the title to office of any officer of the Borrower or any power of the Borrower, (ii) the validity or enforceability of the Borrower Bonds, the Local Proceedings and, as of the date of Closing, the Details Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in consummation of the transactions contemplated by this Bond Purchase Agreement, (iii) the financial position of the Borrower, or (iv) the tax-exempt status of the Borrower or the exclusion from federal gross income of interest on the Borrower Bonds;

The execution, delivery and performance by the Borrower of the events and documents provided for in this Bond Purchase Agreement, the Local Proceedings, the Details Resolution, and the Borrower Bonds and compliance with the provisions hereof and thereof, will not violate any provision of any law of the State or any applicable judgment, order or regulation of any court or any public or governmental agency or authority of the State and will not conflict with, or result in any breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the Borrower is a party or by which the Borrower or any of its properties is or may be bound, nor will such action result in any violation of the Constitution or laws of the State relating to the establishment of the Borrower or its affairs, or any statute, order, rule or regulation of any court or of any federal, state or other regulatory agency or other governmental body having jurisdiction over the Borrower, and all consents, approvals, authorizations and orders of any governmental or regulatory agency, including but not limited to, the New Jersey Local Finance Board, which are required for the consummation of the transactions contemplated hereby have been obtained or will be obtained prior to the delivery of the Borrower Bonds, and are or will be in full force and effect;

When delivered to and paid for by the Authority in accordance with the terms of this Bond Purchase Agreement, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or similar laws relating to the enforcement of creditors' rights generally, the Borrower Bonds will be duly authorized, executed, authenticated (if applicable), issued and delivered by the Borrower, and will constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their terms and will be entitled to the benefit of the Local Proceedings and the Details Resolution;

Any certificate which is executed on behalf of the Borrower by any authorized officer of the Borrower, or by any duly appointed agent of the Borrower, and delivered to the Authority shall be deemed to be a representation by the Borrower to the Authority as to the truth of the statements made therein;

If, between the date of this Bond Purchase Agreement and the date of the Closing, an event occurs affecting the Borrower, of which any official of the Borrower has knowledge, which would cause the financial and other information supplied by the Borrower to contain an untrue statement of a material fact or omit to state a material fact required or necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, the Borrower shall notify the Authority, and, if in the reasonable opinion of the Authority, such event requires an amendment or supplement to such information, the Borrower will amend or supplement such information, at the expense of the Borrower, in a form and in a manner approved by the Authority; and

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All approvals, consents and orders of any governmental authority or agency having jurisdiction in any matter, including but not limited to the New Jersey Local Finance Board, which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder have been obtained and are in full force and effect.

As a condition to the effectiveness of this Bond Purchase Agreement, the Borrower is required to deliver at or prior to the Closing: (A) an opinion of counsel, dated the date of the acceptance hereof and addressed to the County of Monmouth, New Jersey (the "County") and the Authority, to the effect that (i) the Borrower has the right and power to enter into and carry out its obligations under this Bond Purchase Agreement, (ii) the Borrower has duly authorized, executed and delivered this Bond Purchase Agreement, and (iii) this Bond Purchase Agreement is a valid and binding agreement of the Borrower enforceable in accordance with its terms, subject to (x) applicable bankruptcy, insolvency, moratorium, debt adjustment, reorganization or other similar laws affecting creditors' rights generally, and (y) the availability of any particular remedy; and (B) certified copies of the Local Proceedings.

At or prior to 2:00 P.M., New York time, on February 23, 2017, or at such earlier or later time on such date as may be mutually agreeable to the Authority and the Borrower (provided that such date shall be not later than February 28, 2017), the Borrower will deliver the Borrower Bonds to the Authority in substantially the form provided in Exhibit A to this Bond Purchase Agreement, duly executed, and the Authority will accept delivery, at which time the Authority will, upon receiving the documents hereinafter mentioned, and, subject to the terms and conditions hereof, pay the purchase price for the Borrower Bonds as set forth in Paragraph 2 hereof. Delivery of the Borrower Bonds as provided above shall be at the offices of Bond Counsel to the Authority, or at such other place as shall have been mutually agreed upon by the Borrower and the Authority.

The Authority has entered into this Bond Purchase Agreement in reliance upon the accuracy of the representations and warranties of the Borrower contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Borrower of its obligations hereunder at or prior to the date of the Closing. Accordingly, the Authority's obligation under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Borrower Bonds shall be subject to the performance by the Borrower of its obligations to be performed hereunder and under the documents and instruments described herein, at or prior to the Closing, and such obligation shall also be subject to the following conditions:

The representations and warranties of the Borrower contained herein shall be true, complete and correct on the date of the acceptance hereof, and on and as of the date of the Closing with the same effect as if made on the date of the Closing;

At the time of the Closing, the Local Proceedings and the Details Resolution shall be in full force and effect, and shall not have been rescinded, amended, modified or supplemented;

On the date of the acceptance hereof, and on and as of the date of the Closing, there shall have been taken in connection with the issuance of the Borrower Bonds all such actions as shall, in the opinion of the Authority, Bond Counsel to the Authority, and Bond Counsel to the Borrower, be necessary and appropriate in connection with the transactions contemplated hereby;

On and as of the date of Closing, (i) no Event of Default or condition, event or act which with notice or lapse of time or both shall result in an Event of Default shall have occurred and be continuing under the Bond Resolution or the Borrower Bonds and (ii) sufficient funds shall be available to the Authority in the Loan Fund under the Bond Resolution to purchase the Borrower Bonds;

At or prior to the Closing, the Borrower shall have performed all of its obligations required under or specified in this Bond Purchase Agreement and under the Local Proceedings and the Details Resolution to be performed at or prior to the date of the Closing, and the Authority shall have received each of the following documents:

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A certified copy of the record of the Local Proceedings and the Details Resolution;

An unqualified final approving opinion, dated the date of the Closing and addressed to the Borrower, the County, the Underwriters and the Authority, of Bond Counsel to the Borrower, which shall be a firm satisfactory to the Authority, to the effect that (a) the Local Proceedings and the Details Resolution have been validly adopted and are in full force and effect, (b) the Borrower Bonds are legal, valid and binding general obligations of the Borrower enforceable in accordance with their terms and the terms of the Local Proceedings and the Details Resolution and, unless paid from other sources, are payable from ad valorem taxes levied upon all the taxable property located within the jurisdiction of the Borrower, without limitation as to rate or amount, and (c) the interest on the Borrower Bonds is excluded from gross income for federal income tax purposes and interest on the Borrower Bonds and any gain on the sale thereof is not includable as gross income under the New Jersey Gross Income Tax Act;

An opinion or opinions, dated the date of the Closing and addressed to the Borrower, the County, the Underwriters and the Authority, of Bond Counsel to the Borrower, to the effect that (a) the Borrower Bonds have been duly authorized, executed and delivered by the Borrower, (b) the Borrower Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended, respectively, to the extent provided in such acts, and that it is not necessary in connection with the sale of the Borrower Bonds to the public to register the Borrower Bonds under the Securities Act of 1933, as amended, or to qualify the Local Proceedings or the Details Resolution under the Trust Indenture Act of 1939, as amended, (c) this Bond Purchase Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of the Borrower enforceable in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other laws or equitable principles affecting the enforcement of creditors' rights generally, and (d) nothing has come to such counsel's attention which would cause them to believe that the statements and information relating to the Borrower contained in the Official Statement under the captions "SECURITY FOR THE SERIES 2017 BONDS - Obligation of the Borrower - Municipal Borrower," "SUMMARY OF CERTAIN PROVISIONS OF THE BORROWER BONDS AND BOND PURCHASE AGREEMENTS - Obligation of the Borrower," and "SECONDARY MARKET DISCLOSURE - Obligated Borrower Obligation to Provide Continuing Disclosure (except for the last paragraph)" and as of its date and the date of Closing, contained any untrue statement of a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Such letter may state that it is solely for the benefit of the Authority, the Underwriters, the Borrower and the County.

An opinion, dated the date of the Closing and addressed to the Borrower, the County, the Underwriters and the Authority, of counsel to the Borrower, to the effect that (A) there is no litigation pending or, to such counsel's knowledge, threatened against the Borrower wherein an unfavorable decision, ruling or finding would adversely affect (i) the corporate existence or organization of the Borrower or the title to office of any officer of the Borrower or any power of the Borrower, (ii) the validity or enforceability of the Borrower Bonds, the Local Proceedings, the Details Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in consummation of the transactions contemplated by this Bond Purchase Agreement, (iii) the financial position of the Borrower, or (iv) the tax-exempt status of the Borrower or the exclusion from federal gross income of interest on the Borrower Bonds; and (B) nothing has come to such counsel's attention which would cause him to believe that the statements and information relating to the Borrower contained in the Official Statement under the caption "LITIGATION-The Borrower" and as of its date and the date of Closing, contained any untrue statement of a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

A certificate or certificates, satisfactory in form and substance to the Authority and the County, of a duly authorized officer of the Borrower, dated as of the date of the Closing, to the effect that (i) each of the representations and warranties of the Borrower set forth in this Bond Purchase Agreement is true, accurate and complete as of the date of the Closing; (ii) the executed copies of this Bond Purchase Agreement and the certified copies of the Local Proceedings and the Details Resolution are true, correct and complete copies of such documents and have not been modified, amended, superseded or rescinded, and remain in full force and effect as of the date of

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the Closing; (iii) the Borrower Bonds have been duly authorized, executed and delivered by the Borrower; (iv) this Bond Purchase Agreement and any and all other agreements and documents required to be executed and delivered by the Borrower in order to carry out, give effect to and consummate the transactions contemplated hereby have each been duly authorized, executed and delivered by or on behalf of the Borrower, and as of the date of the Closing, each is in full force and effect; (v) no litigation is pending or, to such authorized officer's knowledge, threatened to restrain or enjoin the issuance or sale of the Borrower Bonds or in any way contesting the validity or affecting the authority for the issuance of the Borrower Bonds, the authorization, execution or performance of the Local Proceedings, the Details Resolution, the Bond Purchase Agreement or the existence or powers of the Borrower; (vi) no further authorization, approval, consent or other order of any governmental authority or agency, or of any other entity or person (or persons) is required for the valid authorization, execution and delivery of the Borrower Bonds or the Local Proceedings, the Details Resolution, the Bond Purchase Agreement or any other agreement or instrument to which the Borrower is a party and which is used in the consummation of the transactions contemplated by the Bond Purchase Agreement; (vii) the authorization, execution and delivery of the Borrower Bonds, the Local Proceedings, the Details Resolution, the Bond Purchase Agreement and any other agreement or instrument to which the Borrower is a party and which is used in the consummation of the transactions contemplated by the Bond Purchase Agreement and the fulfillment of the terms and provisions of said agreements and instruments by the Borrower will not, to the best of his knowledge (a) conflict with, violate or result in a breach of any law any administrative order, regulation or decree applicable to the Borrower, or (b) conflict with, or result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Borrower is a party, or by which it is bound or any order, rule or regulation applicable to the Borrower of any court or other governmental body; (viii) such officer has reviewed the Official Statement dated February 8, 2017 relating to the Authority Pooled Bonds (the "Official Statement"); (ix) to the best of such officer's knowledge, the information contained in the Official Statement relating to the Borrower is true and correct, and the Official Statement, solely with respect to the information relating to the Borrower, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (x) there are no facts known to such officer that the Borrower has failed to disclose to the County that, in such officer's opinion, individually or in the aggregate, materially adversely affect or will materially adversely affect the operations, affairs, properties, conditions (financial or otherwise) or prospects of the Borrower and (xi) no event has occurred and is continuing that constitutes or that with notice or the lapse of time or both would constitute a default under the Local Proceedings;

An unqualified opinion of Bond Counsel to the Authority addressed to the Authority to the effect that the purchase of the Borrower Bonds by the Authority, the use of the proceeds thereof by the Borrower as represented by the Borrower to such Bond Counsel and the pledge of the Borrower Bonds under the Local Unit Bond Resolution complies in all respects with the Local Unit Bond Resolution and does not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Authority Pooled Bonds;

An arbitrage certificate, in form and substance satisfactory to Bond Counsel to the Authority, executed by an authorized officer of the Borrower;

A certificate, dated the date of the Closing, signed by official representatives of the Borrower (i) consenting to the use by the Underwriters in the Official Statement of the financial and other information relating to the Borrower and (ii) regarding the "deemed final" nature of certain information concerning the Borrower set forth in the Preliminary Official Statement, in accordance with Securities and Exchange Commission Rule 15c2-12;

If the Authority shall determine that the Borrower is or will be an "obligated person" with respect to the Authority Pooled Bonds within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, an executed Continuing Disclosure Agreement in substantially the form appended hereto as Exhibit B; and

Such additional legal opinions, certificates, instruments and other documents as the Authority or the County may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the

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Closing, of the Borrower's representations, warranties and covenants contained herein and the due performance or satisfaction by the Borrower, at or prior to the Closing, of all agreements then to be performed and all conditions then to be satisfied by the Borrower.

If the Borrower shall be unable to satisfy, after good faith efforts on its part, the conditions to the obligations of the Authority contained in this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Borrower Bonds, or if the obligations of the Authority to purchase, to accept delivery of and to pay for the Borrower Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall immediately terminate and neither the Authority nor the Borrower shall be under further obligation hereunder except as set forth in Section 9 hereof. No failure to purchase Borrower Bonds hereunder due to a failure to satisfy any condition precedent (whether or not within the control of the Borrower) shall give rise to any liability of the Authority to such Borrower.

The Authority shall be under no obligation to pay, and the Borrower shall pay (whether or not Borrower Bonds are purchased hereunder), all expenses incidental hereto and to the performance of the Borrower's obligations hereunder, including but not limited to: (i) the cost of the preparation of the Local Proceedings and the Details Resolution; (ii) the cost of the preparation and printing of the Borrower Bonds; (iii) the fees and disbursements of Bond Counsel to the Borrower; (iv) the fees and disbursements of the Borrower's counsel, financial advisor, independent auditor, and advisers, if any, and of any other experts or consultants retained by the Borrower; (v) the fees and disbursements of any paying agent or bond registrar for the Borrower Bonds; (vi) the Borrower's proportionate share of (A) the Authority's Cost of Issuance (as defined in the Bond Resolution) to the extent not paid from proceeds of the Authority Pooled Bonds and (B) the ongoing fees that the Trustee, Paying Agent and Registrar under the Bond Resolution and the Local Unit Bond Resolution charge in connection with the Bond Resolution and the Local Unit Bond Resolution; (vii) the cost of preparing, mailing and delivering any financial or other information about the Borrower; (viii) any applicable taxes or fees for issuance and purchase of any Borrower Bonds or other related expenses; and (ix) all costs and expenses (including legal fees) in connection with the administration and enforcement of the Borrower Bonds, which includes but is not limited to costs in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution). The Borrower's proportionate share of the costs and fees referenced in clause (vi) (A) of the immediately preceding sentence shall be \$119,103.27; provided, however, that to the extent that the Borrower is solely responsible for the incurrence of any payments referenced in clause (vi)(B), the Borrower shall be obligated to make all such payments.

Any notice or other communication to be given to the Borrower under this Bond Purchase Agreement may be given by delivering the same in writing at the Borrower's address set forth above, and any notice or other communication to be given to the Authority under this Bond Purchase Agreement may be given by delivering the same in writing to The Monmouth County Improvement Authority, Hall of Records, 1 East Main Street, Freehold, New Jersey 07728, attention: Marion Masnick, Secretary.

This Bond Purchase Agreement is made solely for the benefit of the Borrower, the County and the Authority (including the successors or assigns of each), and no other person shall acquire or have any right hereunder by virtue hereof. All of the Borrower's representations, warranties and covenants contained in this Bond Purchase Agreement shall remain operative and in full force and effect subsequent to the delivery of and payment for the Borrower Bonds pursuant to this Bond Purchase Agreement.

This Bond Purchase Agreement shall not be amended nor shall any provision hereof be waived by either party hereto without the prior written consent of the Borrower, the County and the Authority.

This Bond Purchase Agreement shall be construed in accordance with and shall be governed by the laws of the State of New Jersey.

This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof on behalf of the Borrower by such officer authorized by resolution to so execute it, shall be valid and enforceable as of the time of such acceptance and consent and shall remain in full force and effect until the

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Borrower Bonds shall have been fully paid in accordance with their terms and all payments due and owing pursuant to paragraph 9 hereof shall have been paid in full.

*THE MONMOUTH COUNTY IMPROVEMENT
AUTHORITY*

By: _____
*Al Rosenthal
Chairman*

Accepted:

This 8th day of February 2017

Borough of Matawan, New Jersey:

By _____

Title _____

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EXHIBIT A

No. _____

**UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF MONMOUTH**

**BOROUGH OF MATAWAN
GENERAL OBLIGATION BOND**

**DATE OF
ORIGINAL**

ISSUE: February 23, 2017

The Borough of Matawan, in the County of Monmouth, New Jersey, hereby acknowledges itself indebted and for value received promises to pay to

**THE MONMOUTH COUNTY IMPROVEMENT
AUTHORITY (the "Authority")
c/o U.S. BANK NATIONAL ASSOCIATION
(the "Trustee")**

the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on the February 1 and August 1 prior to each February 15 and August 15, commencing August 15, 2017, in an amount equal to the interest accruing to each such February 15 and August 15. This bond as to principal will be payable on the fifteenth day of the month immediately preceding the due date therefor at the corporate trust office of the Trustee. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate until paid. This bond shall be prepayable as set forth in Section 1303 of the bond resolution adopted by the Authority on December 1, 2016 (as the same may be supplemented and amended, the "Bond Resolution").

Both principal of and interest on this bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. "Late Payment Rate" shall mean a rate per annum equal to the lower of (i) three percent above the interest rate that JP Morgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate and (ii) the maximum interest rate allowed by law.

[The Bonds maturing on or prior to _____ 1, 20__ are not subject to redemption prior to their stated maturities. The Bonds maturing on or after _____ 1, 20__ are subject to redemption at the option of the _____ on or after _____ 1, 20__ upon notice as described in a bond resolution adopted by the Authority on _____, 2016, either in whole or in part by lot within a single maturity from maturities selected by the _____, on any date, at a redemption price equal to 100% of the principal amount thereof (the "Redemption Price"), plus in each case accrued interest to the date fixed for redemption.]

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This bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law of New Jersey, and is one of the Bonds referred to in a resolution of the Borough of Matawan adopted on _____, 2016 and entitled “_____”, and the bond ordinances, referred to therein, (each) in all respects duly approved and published as required by law.

The full faith and credit of the Borough of Matawan are hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Borough of Matawan, is within every debt and other limit prescribed by such Constitution or statutes.

The Borough of Matawan agrees to pay (i) all costs and expenses (including legal fees) in connection with the administration and enforcement of this bond, which includes but is not limited to costs in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution) and (ii) its share of the amounts payable pursuant to Section 9(vi)(B) of the Bond Purchase Agreement between the Borough of Matawan and the Authority.

IN WITNESS WHEREOF, the BOROUGH OF MATAWAN, in the County of Monmouth, New Jersey has caused this bond to be executed in its name by the manual or facsimile signatures of its _____ and its _____, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its _____ Clerk, and this bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

BOROUGH OF MATAWAN

By: _____

ATTEST:

By: _____

(Assignment Provision on Back of Bond)

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ (Please Print or Type Name and Address of Assignee) the within bond and irrevocably appoints _____ as Attorney to transfer this bond on the registration books of the _____ with full power of substitution and revocation.

NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within bond in every particular.

Dated:

Signature of Guarantee:

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SCHEDULE A

*BOROUGH OF MATAWAN
GENERAL OBLIGATION BOND*

Schedule of Principal and Interest Payments

Maturity Date

Principal Amount

Coupon

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EXHIBIT B

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CONTINUING DISCLOSURE AGREEMENT

By and Between

Borough of Matawan, New Jersey

and

*U.S. Bank National Association
as dissemination agent for*

*\$6,050,000
The Monmouth County Improvement Authority
Governmental Pooled Loan Revenue Bonds, Series 2017
(Matawan Project)*

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***THIS CONTINUING DISCLOSURE AGREEMENT** (the “Agreement”), dated as of February 1, 2017, by and between the Borough of Matawan, New Jersey (the “Municipality”) and U.S. Bank National Association, Morristown, New Jersey, as dissemination agent (the “Dissemination Agent”) for the Governmental Pooled Loan Revenue Bonds, Series 2017 (the “Bonds”) issued by The Monmouth County Improvement Authority (the “Authority”).*

W I T N E S S E T H

***WHEREAS**, the Authority issued the Bonds on February 23, 2017 under and pursuant to Chapter 37A of Title 40 of the New Jersey Statutes and a resolution of the Authority entitled “2016 Governmental Pooled Loan Revenue Bond Resolution” adopted on December 1, 2016, as from time to time amended or supplemented in accordance with the terms thereof (the “Bond Resolution”); and*

***WHEREAS**, the Authority issued its Governmental Loan Revenue Bonds, Series 2017 (Monmouth County Guaranteed) (Matawan Project) (the “Local Unit Bonds”) on the date hereof under and pursuant to Chapter 37A of Title 40 of the New Jersey Statutes and a resolution of the Authority entitled “2016 Governmental Loan Revenue Bond Resolution (Matawan Project)” adopted on December 1, 2016; and*

***WHEREAS**, the Local Unit Bonds were purchased by U.S. Bank National Association, as trustee (the “Trustee”) with a portion of the proceeds of the Bonds and held by the Trustee; and*

***WHEREAS**, payments of debt service on the Local Unit Bonds received by the Trustee were applied to pay a portion of the principal of and interest on the Bonds when due; and*

***WHEREAS**, pursuant to the Bond Purchase Agreement, dated February 8, 2017 between the Authority and the Municipality, the Authority purchased the Municipality’s general obligation bonds (the “Municipal Bonds”) from the proceeds of the Local Unit Bonds and pledged the Municipal Bonds pursuant to the Bond Resolution as security for the Bonds; and*

***WHEREAS**, on November 10, 1994 the United States Securities and Exchange Commission (the “Commission”) adopted its Release Number 34-34961, which amended Rule 15c2-12 (as hereinafter defined) originally adopted by the Commission on June 28, 1989; and*

***WHEREAS**, Rule 15c2-12 provides that it is unlawful for any broker, dealer or municipal securities dealer (hereinafter, a “Participating Underwriter”) to act as an underwriter for the Bonds unless the Participating Underwriter complies with the requirements of Rule 15c2-12 or is exempted from its provisions; and*

***WHEREAS**, Rule 15c2-12 requires, among other things, that a Participating Underwriter shall not purchase or sell the Bonds unless the Participating Underwriter has reasonably determined that an “obligated person” (within the meaning of Rule 15c2-12) has undertaken, in a written agreement for the benefit of the Bondholders (as hereinafter defined), to provide certain information relating to such “obligated person”; and*

***WHEREAS**, the Authority has determined that the Municipality is or will be an “obligated person” with respect to the Bonds within the meaning of Rule 15c2-12 and is therefore required to cause the delivery of the information described in this Agreement to the municipal securities marketplace for the period of time specified in this Agreement; and*

***WHEREAS**, the Dissemination Agent and the Municipality are entering into this Agreement for the benefit of Bondholders;*

***NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Municipality and the Dissemination Agent agree as follows:*

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Definitions.

Capitalized terms used herein and not otherwise defined in this Section 1 have the meanings given to such terms in the preambles to this Agreement. In addition, the following words shall have the following meanings for all purposes of this Agreement:

“Annual Information” shall mean the information specified in Section 3 hereof.

“Bondholder” shall mean any registered owner of Bonds and any beneficial owner of Bonds within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934.

“Event of Default” shall have the meaning set forth in Section 801 of the Bond Resolution.

“GAAS” shall mean generally accepted auditing standards as in effect from time to time in the United States of America.

“MSRB” shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Agreement.

“Official Statement” shall mean the Official Statement of the Authority dated February 8, 2017 relating to the Bonds.

“Rule 15c2-12” shall mean Rule 15c2-12 adopted by the Commission under the Securities Exchange Act of 1934, as it may be amended from time to time, including administrative or judicial interpretations thereof.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, districts, agencies and bodies.

Obligation to Provide Continuing Disclosure.

The Municipality hereby undertakes for the benefit of the Bondholders to provide or cause to be provided in an electronic format as prescribed by the MSRB either directly (with a copy to the Dissemination Agent) or through the Dissemination Agent (linked to the CUSIP Numbers listed on Schedule A):

to the MSRB, if any, no later than the first day of the tenth month after the end of each fiscal year, commencing with the first fiscal year in which the payments scheduled to be made by the Municipality pursuant to its Local Unit Bonds in any calendar year equal or exceed twenty percent (20%) of the debt service scheduled to be paid with respect to the Bonds in such calendar year, the Annual Information relating to such fiscal year, together with audited financial statements of the Municipality for such fiscal year if audited financial statements are then available; provided, however, that if audited financial statements are not then available, the Municipality shall deliver unaudited financial statements with such filing, and will subsequently deliver to the MSRB audited financial statements when they become available; and to the MSRB, in a timely manner, notice of a failure to provide any Annual Information and unaudited financial statements or audited financial statements if available in accordance with the provisions of clause (a) above.

Nothing herein shall be deemed to prevent the Municipality from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Municipality disseminates any such additional information, the Municipality shall have no obligation to update such information or include it in any future materials disseminated pursuant to this Agreement.

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If the Dissemination Agent fails to receive a copy of the Annual Information and unaudited financial statements or audited financial statements if available by the date which is thirty days prior to the date required in clause (a) of subsection (i) above, the Dissemination Agent shall promptly send written notice to the Municipality advising of such failure. Whether or not such notice is given or received, if the Dissemination Agent fails to receive the Annual Information and unaudited financial statements or audited financial statements if available by the end of the first day of the tenth month in which such information was due to the MSRB, the Dissemination Agent shall promptly send a notice to the MSRB, of the Dissemination Agent's failure to receive such information. If the Dissemination Agent receives the Annual Information and unaudited financial statements or audited financial statements if available accompanied by a written request from the Municipality that the Dissemination Agent file such information with the MSRB, the Dissemination Agent shall so file such information promptly after the receipt thereof, and the Municipality hereby requests that the Dissemination Agent, upon receipt of the Annual Information and unaudited financial statements or audited financial statements if available from the Municipality, file such information with the MSRB. The Municipality's obligations pursuant to clause (a) of subsection (i) above shall commence in the fiscal year ending December 31, 2033 and shall terminate in the fiscal year ending December 31, 2035.

If the Dissemination Agent receives the audited financial statements after the date required in clause (a) of subsection (i) above, the Dissemination Agent shall file the audited financial statement with the MSRB and the Municipality requests the Dissemination to so file. The Dissemination Agent shall not be responsible to send reminders or requests for such audited financial statements after the date required in clause (a) of subsection (i) above.

Unless otherwise required by law, all notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

The Municipality agrees to provide notice to the Authority, in a timely manner, notice of (a) a bankruptcy, insolvency or similar event of the Municipality or (b) the consummation of a merger, consolidation, or acquisition involving the Municipality, or the sale of all or substantially all of the assets of the Municipality.

The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Municipality pursuant to this Agreement. The Dissemination Agent shall have no obligation to disclose information about the Bonds except as expressly provided herein. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Municipality, apart from the relationship created by Rule 15c2-12, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice from the Municipality. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Municipality, the Bondholders or any other party.

Annual Information.

The required Annual Information shall consist of information pertaining to the finances and operating data of the Municipality substantially of the type captioned as follows and as described under the heading "SECONDARY MARKET DISCLOSURE - Obligated Borrower Obligation to Provide Continuing Disclosure" to the Official Statement and Exhibit A to this Agreement: "Tax Collection History," "Components of Tax Rate," "Assessed Valuations and Tax Rates," "Ten Largest Taxpayers," "General Tax Rate and Total Net Debt," "Debt Summary," "Assessed Valuation of Real and Business Personal Property, By Classification" and "Comparative Aggregate Equalized Valuation."

All or any portion of the Annual Information may be incorporated in the Annual Information by cross reference to any other documents which have been either (a) made available to the public on the MSRB internet website or (b) filed with the Commission.

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Annual Information for any fiscal year containing any modified operating data or financial information (as contemplated by Section 7(v) hereof) for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles.

Financial Statements.

The Municipality's annual financial statements for each fiscal year shall be audited in accordance with GAAS as in effect from time to time. The Municipality shall prepare its financial statements on a basis of accounting prescribed by the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey pursuant to Chapter 5 of Title 40 A of the New Jersey Statutes as in effect from time to time. Such financial statements shall be audited by a registered municipal accountant of the State of New Jersey or as otherwise may be permitted by then applicable law of the State of New Jersey.

Remedies.

If the Municipality shall fail to comply with any provision of this Agreement, then the Dissemination Agent or any Bondholder may enforce, for the equal benefit and protection of all Bondholders similarly situated, by mandamus or other suit or proceeding at law or in equity, the provisions of this Agreement against the Municipality and any of the officers, agents and employees of the Municipality and may compel the Municipality or any such officers, agents or employees to perform and carry out their duties under this Agreement; provided that the sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of the obligations of the Municipality hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances. Failure to comply with any provision of this Agreement shall not in any manner constitute an Event of Default.

Parties in Interest.

This Agreement is executed and delivered solely for the benefit of the Bondholders. No other person, other than the Dissemination Agent, shall have any right to enforce the provisions hereof or any other rights hereunder.

Amendments.

Without the consent of any Bondholders, the Municipality and the Dissemination Agent at any time and from time to time may enter into any amendments or modifications to this Agreement for any of the following purposes:

to comply with or conform to any changes in Rule 15c2-12 (whether required or optional) which are applicable to the Bonds;

to add a dissemination agent for the information required to be provided by the Municipality hereunder and to make any necessary or desirable amendments or modifications in connection therewith;

to evidence the succession of another entity to the Municipality and the assumption by any such successor of the covenants and agreements of the Municipality hereunder;

to add to the covenants and agreements of the Municipality hereunder for the benefit of the Bondholders, or to surrender any right or power conferred upon the Municipality by this Agreement; or

to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity,

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nature, or status of the Municipality; provided that (1) the Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Bonds, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances; and (2) the amendment or change does not materially impair the interests of Bondholders, as determined either by a party unaffiliated with the Municipality (such as the Dissemination Agent or bond counsel), or by the vote or consent of Bondholders of a majority in outstanding principal amount of the Bonds affected thereby at or prior to the time of such amendment or change.

Termination.

This Agreement shall remain in full force and effect until the earlier of (i) such time as the principal of and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid or legally defeased pursuant to the Bond Resolution or (ii) the Municipality's obligations under the Municipal Bonds have been paid in full.

The Dissemination Agent.

The Municipality shall indemnify and hold harmless the Dissemination Agent in connection with this Agreement to the same extent as the Trustee as provided for by the Authority in the Bond Resolution for matters arising thereunder.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws.

Counterparts.

This Agreement may be executed in one or more counterparts, and when the Municipality and the Dissemination Agent have each executed and delivered at least one counterpart, this Agreement shall become binding on the Municipality and the Dissemination Agent and such counterparts shall be deemed to be one and the same document.

Severability.

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, (i) the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and (ii) the Municipality and the Dissemination Agent shall engage in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid legal and enforceable provisions the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Headings.

The headings of the sections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision of this Agreement.

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IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement as of the date first above written.

*U.S. Bank National Association
as Dissemination Agent*

Borough of Matawan, New Jersey

*By: _____
Name: Andrea G. Harris
Title: Vice President*

*By: _____
Name: Monica Antista
Title: Chief Financial Officer*

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Schedule A

AUTHORITY CUSIP NUMBERS

<u>MATURITY</u>	<u>CUSIP</u>
2/15/2018	60956PPW6
2/15/2019	60956PPX4
2/15/2020	60956PPY2
2/15/2021	60956PPZ9
2/15/2022	60956PQA3
2/15/2023	60956PQB1
2/15/2024	60956PQC9
2/15/2025	60956PQD7
2/15/2026	60956PQE5
2/15/2027	60956PQF2
2/15/2028	60956PQG0
2/15/2029	60956PQH8
2/15/2030	60956PQJ4
2/15/2031	60956PQK1
2/15/2032	60956PQL9
2/15/2033	60956PQM7
2/15/2034	60956PQN5
2/15/2035	60956PQP0
2/15/2036	60956PQQ8
2/15/2037	60956PQR6

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EXHIBIT A

[CY for purposes of this exhibit means most current year in which Annual Information is available.]

**FINANCIAL INFORMATION
_____ OF _____**

TAX COLLECTION HISTORY

<u>Year</u>	<u>Tax Levy</u>	<u>Cash Collections</u>	<u>% of Collections</u>
[CY]	\$	\$	%
[CY - 1]			
[CY - 2]			
[CY - 3]			
[CY - 4]			

COMPONENTS OF TAX RATE

	<u>[CY]</u>	<u>[CY - 1]</u>	<u>[CY - 2]</u>	<u>[CY - 3]</u>	<u>[CY - 4]</u>
Tax Rate:	\$	\$	\$	\$	\$
Apportionment of Tax Rate:					
Municipal					
County					
Local School District					
Municipal Library					

ASSESSED VALUATIONS AND TAX RATES

<u>Year</u>	<u>Tax Rate Per \$100 of Assessed Valuation</u>	<u>Assessed Valuation of Real Property</u>	<u>Average Ratio of Assessed to Tax Value of Real Property</u>	<u>Assessed Valuation of Business Personal Property</u>
[CY]	\$	\$	%	\$
[CY - 1]				
[CY - 2]				
[CY - 3]				
[CY - 4]				

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TEN LARGEST TAXPAYERS

<u>Owner of Record ([Year])</u>	<u>Aggregate Assessed Value</u>	<u>As a Percentage of Assessed Value of Real Property</u>
1.	\$	%
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

GENERAL TAX RATE AND TOTAL NET DEBT

<u>Year</u>	<u>General Tax Rate</u>	<u>Total Net Debt</u>	<u>Net Debt as a Percentage of Equalized Tax Valuation Basis</u>
[CY]	\$	\$	%
[CY - 1]			
[CY - 2]			
[CY - 3]			
[CY - 4]			

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<u>Year</u>	<u>Industrial (# of Parcels)</u>	<u>Taxable Value</u>	<u>Total Real Property</u>	<u>Personal Property</u>	<u>Farm</u>	<u>Total Property</u>
[CY]		\$	\$	\$	\$	\$
[CY-1]						
[CY-2]						
[CY-3]						
[CY-4]						

COMPARATIVE AGGREGATE EQUALIZED VALUATION

<u>[CY]</u>	<u>[CY - 1]</u>	<u>[CY - 2]</u>	<u>[CY - 3]</u>	<u>[CY - 4]</u>
\$	\$	\$	\$	\$

Mayor Altomonte read by title Resolution 17-02-30: Authorizing the Transfer of Unexpended Balances in Certain 2016 Appropriation Reserve Accounts. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilwoman Salvatore. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
Councilman Michael Vergaretti
Councilman Nicolas Reeve
Councilman Brett Cannon
Councilwoman Josi Salvatore

Motion passed.

**RESOLUTION 17-02-30
AUTHORIZING THE TRANSFER OF UNEXPENDED BALANCES IN CERTAIN
2016 APPROPRIATION RESERVE ACCOUNTS**

WHEREAS, NJSA 40A:4-59 provides for the transfers within certain appropriations within the Municipal Budget during the first three months of the following year: and

WHEREAS, there are unexpended balances in certain 2016 appropriation reserve accounts; and

WHEREAS, additional funds are required in certain other 2016 appropriation reserve accounts.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that the following transfers are authorized from and to the following accounts:

<u>Transfer From</u>	<u>Amount Of Transfer</u>	<u>Transfer To</u>	<u>Amount Of Transfer</u>
<u>Account Number</u>		<u>Account Number</u>	

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6-01-20-100-200	\$ 3,200.00	6-01-20-100-100	\$ 3,200.00
Administration		Administration	
Other Expenses		Salary & Wages	
6-01-20-130-200	\$ 1,500.00	6-01-20-130-100	\$ 1,500.00
Finance		Finance	
Other Expenses		Salary & Wages	
6-01-20-100-200	\$ 1,500.00	6-01-20-130-100	\$ 1,500.00
Administration		Finance	
Other Expenses		Salary & Wages	
6-01-31-430-200	\$ 600.00	6-01-26-310-200	\$ 600.00
Utilities		Public Buildings	
Other Expenses		Other Expenses	
6-01-26-291-100	\$ 15,000.00	6-01-26-290-200	\$ 15,000.00
Streets & Roads		Streets & Roads	
Salary & Wages		Other Expenses	
6-09-55-500-200	\$ 15,700.00	6-09-55-508.200	\$ 15,700.00
Water/Sewer		Bulk Water Purchase	
Other Expenses		Other Expenses	

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 Borough Auditor.

Mayor Altomonte read by title Ordinance 17-02: Ordinance Amending and Supplementing the Code of the Borough of Matawan – Chapter XVII – Fire Prevention and Protection, Section 17-2(c)(3) – Fire Prevention Inspection Fees. Mayor Altomonte requested a motion to introduce. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
Councilman Michael Vergaretti
Councilman Nicolas Reeve
Councilman Brett Cannon
Councilwoman Josi Salvatore

Motion passed.

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**ORDINANCE 17-02
ORDINANCE AMENDING AND SUPPLEMENTING THE
CODE OF THE BOROUGH OF MATAWAN
CHAPTER XVII – FIRE PREVENTION AND PROTECTION
SECTION 17-2(c)(3) – FIRE PREVENTION INSPECTION FEES**

BE IT ORDAINED by the Council of the Borough of Matawan as follows:

Chapter XVII, Section 17-2(c)(3) – Fire Prevention Inspection Fees is hereby amended and supplemented as follows:

17-2(c)(3) – Inspection Fees

<i>Type</i>	<i>Fee</i>
<i>Type K uses:</i>	
<i>Multiple-family, per building up to 25 units</i>	<i>\$30.00</i>
<i>Each unit over 25</i>	<i>\$5.00</i>

BE IT FURTHER ORDAINED, all ordinances or parts of ordinances inconsistent with the provisions of this ordinance shall be and the same are hereby repealed.

BE IT FURTHER ORDAINED, if any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, this ordinance shall take effect upon final passage and publication as provided by law.

The Clerk informed the public hearing will be held at 7:00 PM on February 21, 2017.

Mayor Altomonte read by title Resolution 17-02-31: Payment of Bills. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Joseph Urbano
Councilman Michael Vergaretti
Councilman Nicolas Reeve
Councilman Brett Cannon

Abstain: Councilwoman Josi Salvatore

Motion passed.

**RESOLUTION 17-02-31
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

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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>	\$1,928,904.71
<i>Water & Sewer</i>	\$158,543.32
<i>Borough Capital</i>	\$173,289.50
<i>Water Capital</i>	\$4,498.82
<i>Borough Trust</i>	\$171,727.67
<i>Developers Escrow Account</i>	\$3,060.46
<i>Dog Tax Trust</i>	\$169.20
<i>Railroad Parking Trust</i>	\$11,500.00
Total	\$2,451,693.68

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

Privilege of the Floor

Mayor Altomonte opened the Privilege of the Floor.

Loretta Windas, 138 Aberdeen Road, Matawan. Ms. Windas requested and received verification of the Mayor's announcement on February 21 in association of World Spay Day. She confirmed People for Animals of Hillside, New Jersey, will appear on behalf of the Borough with Radio Station WCTC.

Fran Bucco, 79 Freneau Avenue, Matawan. Ms. Bucco questioned if Taxi Driver Renewal procedures. Mr. Menna informed of the approval process by both the Police and Clerk. She requested clarification on the purpose of Resolution 17-02-30: Authorizing the Transfer of Unexpended Balances in Certain 2016 Appropriation Reserve Accounts. Mr. Ferrara provided that clarification.

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

Adjournment

Mayor Altomonte requested a motion to adjourn. Councilman Vergaretti made the motion, seconded by Councilwoman Salvatore. Council agreed. Motion passed.

Meeting adjourned at 7:43 PM.

(Signature on File)

Karen Wynne, RMC
Municipal Clerk