

**Borough of Matawan
Public Session
March 21, 2017**

A regular 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 March 21, 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 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 7:02 PM requesting a roll call.

On roll call the following members responded present:

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

Also, present were Louis C. Ferrara, Borough Administrator, and Pasquale Menna, Esq., Borough Attorney.

Mayor Altomonte announced Resolution 17-03-43 will be held until after budget introduction.

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 Councilman Urbano. Council agreed. Motion passed.

Approval of Minutes

Mayor Altomonte requested a motion to approve the minutes of the February 21, 2017 Council Meeting. Councilman Vergaretti made a motion, seconded by Councilman Cannon. Council agreed. Motion passed.

Mayor Altomonte requested a motion to approve the minutes of the March 7, 2017 Council Meeting. Councilman Reeve made a motion, seconded by Councilman Vergaretti. Council agreed with Councilmen Cannon and Urbano abstaining as they were not present for a portion of the meeting. Motion passed.

Introduction of 2017 Budget

Mayor Altomonte suspended the regular order of business to introduce the 2017 Budget. He introduced John Swisher of Suplee, Clooney & Co., the Borough Auditor. Mr. Swisher stated the Budget was compiled by the Finance Committee and the Administration. The Budget will reduce the municipal tax levy by \$60,000.00 resulting in municipal tax rate reduction of \$.02. This will reduce taxes approximately \$65.00 for a home assessed in both 2016 and 2017 at \$320,000. He further explained the Budget and process for 2017. Councilman Cannon thanked

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Mr. Swisher and Monica Antista, the Borough Chief Financial Officer, for their hard work establishing the budget. Councilman Urbano thanked Mr. Swisher stating he feels reassured by the new Auditor. Mr. Swisher offered to address any questions from the public. There were no questions or comments. Mr. Menna stated the Budget will be posted on the website.

Mayor Altomonte read by title Ordinance 17-03: Calendar Year 2017 – Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (NJSA 40A:4-45.14). Mayor Altomonte requested a motion to open the public hearing. Councilman Reeve made the motion, seconded by Councilman Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
Councilman Caldon
Councilman Vergaretti
Councilman Reeve
Councilman Cannon
Councilwoman Salvatore

Motion passed.

**ORDINANCE 17-03
CALENDAR YEAR 2017
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO
ESTABLISH A CAP BANK
(NJSA 40A:4-45.14)**

WHEREAS, the Local Government Cap Law, NJS 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to .5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, NJSA 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Council of the Borough of Matawan in the County of Monmouth finds it advisable and necessary to increase its CY 2017 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Council of the Borough of Matawan hereby determines that a 3.0% increase in the budget for said year, amounting to \$257,442.69 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Council of the Borough of Matawan hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Borough of Matawan in the County of Monmouth a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2017 budget year, the final appropriations of the Borough of Matawan shall, in accordance with this ordinance and NJSA 40A:4-45.14, be increased by 3.0%, amounting to \$257,442.69, and that the CY 2017 municipal budget for the Borough of Matawan be approved and adopted in accordance with this ordinance.

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction.

BE IT FURTHER ORDAINED, which a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

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The Clerk announced the Public Hearing will be held at the Matawan Municipal Community Center at 7:00 PM on April 4, 2017.

Mayor Altomonte read by title Resolution 17-03-31: Self-Examination of Budget Resolution Borough of Matawan, County of Monmouth, Fiscal Year 2017. Mayor Altomonte requested a motion. Councilman Nicolas Reeve made the motion, seconded by Councilman Michael Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
 Councilman Caldon
 Councilman Vergaretti
 Councilman Cannon
 Councilman Reeve
 Councilwoman Salvatore

Motion passed.

**RESOLUTION 17-03-31
SELF-EXAMINATION OF BUDGET RESOLUTION
BOROUGH OF MATAWAN, COUNTY OF MONMOUTH
Fiscal Year 2017**

WHEREAS, NJSA 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, NJAC 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to NJAC 5:30-7.2 through 7.5, the Borough of Matawan has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial Officer has determined that the local government meets the necessary conditions to participate in the program for the 2017 budget year.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Matawan that in accordance with NJAC 5:30-7.6a and 7.6b and based upon the Chief Financial Officer's certification, the Governing Body has found the budget has met the following requirements:

1. *That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:*
 - a. *Payment of interest and debt redemption charges*
 - b. *Deferred charges and statutory expenditures*
 - c. *Cash deficit of preceding year*
 - d. *Reserve for uncollected taxes*
 - e. *Other reserves and non-disbursement items*
 - f. *Any inclusions of amounts required for school purposes.*
2. *That the provisions relating to limitation on increases of appropriations pursuant to NJSA 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at NJSA 40A:4-45.3 et seq., are fully met (complies with CAP law).*
3. *That the budget is in such form, arrangement, and content as required by the Local Budget Law and NJAC 5:30-4 and 5:30-5.*
4. *That pursuant to the Local Budget Law:*
 - a. *All estimates of revenue are reasonable, accurate and correctly stated;*
 - b. *Items of appropriation are properly set forth; and*
 - c. *In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.*
5. *The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.*
6. *That all other applicable statutory requirements have been fulfilled.*

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***BE IT FURTHER RESOLVED** that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.*

Mayor Altomonte read by title Resolution 17-03-32: Municipal Budget Notice. Mayor Altomonte requested a motion. Councilman Nicolas Reeve made the motion, seconded by Councilman Michael Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
Councilman Caldon
Councilman Vergaretti
Councilman Cannon
Councilman Reeve
Councilwoman Salvatore

Motion passed.

**RESOLUTION 17-03-32
MUNICIPAL BUDGET NOTICE
Municipal Budget of the
BOROUGH OF MATAWAN, COUNTY OF MONMOUTH
for the Fiscal Year 2017**

***BE IT RESOLVED**, that the following statements of revenues and appropriations shall constitute the Municipal Budget for year 2017; and*

***BE IT FURTHER RESOLVED**, that said Budget be published in the Independent in the issue of March 30, 2017.*

*The Governing Body of the **BOROUGH OF MATAWAN** does hereby approve the following as the Budget for the year 2017:*

RECORDED VOTE			
(insert last name)	(ABSTAINED	(
	(
AYES	(ABSENT	(
	((
	(
	(
NAYS	(

Notice is hereby given that the Budget and Tax Resolution was approved by the BOROUGH COUNCIL of the BOROUGH OF MATAWAN, COUNTY OF MONMOUTH, on March 21, 2017.

A Hearing on the Budget and Tax Resolution will be held at Matawan Municipal and Community Center on May 2, 2017 at 7:00 o'clock (PM) at which time and place objections to said Budget and Tax Resolution for the year 2017 may be presented by taxpayers or other interested persons.

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2017 Municipal Budget

BOROUGH OF MATAWAN, COUNTY OF MONMOUTH
FOR THE CALENDAR YEAR ENDED DECEMBER 31, 2017

Revenue and Appropriation Summaries

Summary of Revenues - Current Fund	Anticipated	
	2017	2016
1. Surplus	681,860.00	180,000.00
2. Total Miscellaneous Revenues	2,872,796.83	2,789,728.88
3. Receipts from Delinquent Taxes	0.00	0.00
4. Local Tax for Municipal Purposes	8,418,147.31	8,478,148.40
Total General Revenues	11,972,804.14	11,447,876.28

Summary of Appropriations - Current fund	2017	2016
1. Operating Salaries & Wages	4,000,908.00	3,879,155.00
Other Expenses	4,825,016.14	4,504,803.88
2. Deferred Charges & Other Appropriations	901,000.00	933,000.00
3. Capital Improvements	295,000.00	145,000.00
4. Debt Service	1,500,880.00	1,786,458.00
5. Judgments	0.00	0.00
6. Reserve for Uncollected Taxes	450,000.00	399,459.40
Total General Appropriations	11,972,804.14	11,447,876.28
Total Number of Employees - Full & Part Time	52	50

2017 Dedicated Water-Sewer Utility Budget		
Summary of Revenues	Anticipated	
	2017	2016
1. Surplus	200,069.00	190,654.00
2. Sewer Use Charges & Miscellaneous Revenues	4,715,965.00	4,783,300.00
Total Revenues	4,915,434.00	4,953,954.00
Summary of Appropriations	2017	2016
1. Operating Salaries & Wages	736,600.00	732,600.00
Other Expenses	2,679,798.00	2,730,788.00
2. Capital Improvements	200,000.00	200,000.00
3. Debt Service	1,205,078.00	1,200,585.00
4. Deferred Charges & Other Appropriations	94,000.00	89,981.00
Total Appropriations	4,915,434.00	4,953,954.00
Total Number of Employees - Full & Part Time	10	10

Balance of Outstanding Debt as of 12/31/16		
	General	Water-Sewer Utility
Interest	1,550,727.07	1,420,601.82
Principal	6,327,018.00	4,949,982.00
Outstanding Balance	7,877,745.07	6,370,583.82

Notice is hereby given that the budget and tax resolution was approved by the Mayor and Council of the Borough of Matawan, County of Monmouth, on March 21, 2017.

A hearing on the budget and tax resolution will be held at the Borough Hall on May 2, 2017 at 7:00 o'clock (PM) at which time and place objections to the Budget and Tax Resolution for the year 2017 may be presented by taxpayers or other interested persons.

Copies of the detailed budget are available in the office of Karen Wynne, Borough Clerk, at the Municipal Building, 201 Broad Street, Matawan, New Jersey 07747, (732) 956-3698, during the hours of 9:30(A.M.) to 4:30(P.M.).

The Clerk announced the Public Hearing will be held at the Matawan Municipal Community Center at 7:00 PM on April 4, 2017.

Clerk's Report

Ms. Wynne informed of the hire of a volunteer intern for the Clerk's Office from the Matawan-Aberdeen Regional High School. The intern is documenting historical deed records from 1920s and 1930s.

Mayor's Report

No report.

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Administrator's Report

Mr. Ferrara stated his report has been electronically transmitted.

Attorney's Report

No report.

Engineer's Report

Jeffrey Fedorchak, thanked the borough on behalf of Remington, Vernick & Vena Engineers (RVE). He informed of a transition meeting with T&M Associates to discuss existing projects. Any existing projects and contracts will continue with T&M including the 2016 Road Program. RVE will be handling the Downtown Parking Study, the Burrowes Mansion Upgrade, and the Lake Lefferts Dam Project. He and Mr. Ferrara met with the New Jersey Department of Transportation for proposed DOT project for Route 34, from Route 520 in Colts Neck, to Route 9 in Old Bridge. Mayor Altomonte asked of the possible addition of sidewalks to Route 34. Mr. Fedorchak said any suggestions or comments can be forwarded to DOT, and they will try to incorporate as much as possible within the design. Mr. Menna noted normally the DOT asks such requests occur in the form of a resolution. Mr. Ferrara informed the Borough sent RVE some information regarding the water main on Route 34. Mr. Fedorchak replied yes, RVE has spoken to the DOT about the upgrading Borough water mains along the road to alleviate some of the burden on the Borough. Mr. Fedorchak asked for suggestions from Council, requesting they be submitted to the Administrator. Mr. Ferrara also noted they requested the DOT install a signal light to the intersection of Route 34 and Middlesex Road.

Personnel, Environmental

Councilman Urbano related his previous report noting the resurgence of the Environmental Committee stating he has two, possibly three, individuals interested in participating on that Committee. Councilman Cannon added he, too, knows of two individuals interested in joining the Committee. Councilman Reeve questioned the budget for the Environmental Committee. Councilman Urbano informs same requires discussion.

Animal Welfare Advisory Board, Shade Tree

Councilman Caldon mentioned the Shade Tree project for Lake Lefferts, noting that the project will include trimming all the trees measuring 15 feet or taller in height, clearing all the underbrush, removing smaller saplings, and just generally sprucing up the area.

Construction, Fire, First Aid, Sanitation & Recycling,

No report.

DPW, Planning/Zoning Board, Main Street Development, Property Maintenance

Councilman Cannon mentioned the Main Street Development Project and Downtown Parking Study, explaining these were items are under review with the Borough engineer. He added Mr. Ferrara was in the process of scheduling a meeting to examine the Borough Code regarding business facades.

Finance, Historic Sites

Councilman Reeve requested that Treasury Reports for the months of November 30 and December 31, 2016 be entered into the record.

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**REPORT OF THE TREASURER
TO THE MAYOR AND COUNCIL OF THE BOROUGH OF MATAWAN
BANK BALANCES AS OF NOVEMBER 30, 2016**

CURRENT ACCOUNT	INVESTORS	\$5,917,949.33	\$5,917,949.33
TAX COLLECTOR TRUST FUND	INVESTORS	\$0.00	\$0.00
WATER & SEWER ACCOUNT	INVESTORS	\$1,260,295.40	\$1,260,295.40
WATER & SEWER-Certificate of Deposit	INVESTORS	\$500,000.00	\$500,000.00
BOROUGH CAPITAL ACCOUNT	INVESTORS	\$1,465,987.11	\$1,465,987.11
UTILITY CAPITAL ACCOUNT	INVESTORS	\$975,762.41	\$975,762.41
BOROUGH TRUST ACCOUNT	INVESTORS	\$581,529.57	\$581,529.57

BORO TRUST SUMMARY-INVESTORS BANK		CASH BALANCES
AS OF: NOVEMBER 30, 2016		
FIRE SAFETY		\$25,231.69
FIRE PREVENTION/DEDICATED PENALTY		\$847.26
ESCROW		\$110,595.20
TAX REDEMPTIONS		\$40,021.95
POAA		\$0.00
DONATION		\$2,742.49
PREMIUMS		\$442,275.00
OFF DUTY POLICE		\$38,975.65
RECYCLING TRUST		\$13,017.27
PUBLIC DEFENDER		\$7,923.16
TOTAL		\$881,629.87

DOG TAX TRUST ACCOUNT	INVESTORS	\$796.93	\$796.93
UNEMPLOYMENT INSURANCE ACCOUNT	INVESTORS	\$22,137.05	\$22,137.05
RECREATION SPECIAL ACCOUNT	INVESTORS	\$51,002.95	\$51,002.95

RECREATION TRUST SUMMARY-INVESTORS BANK		CASH BALANCES
AS OF: NOVEMBER 30, 2016		
TURKEY TROT		\$30,557.74
SUMMER RECREATION		\$7,106.44
SUMMER RECREATION TRIPS		\$7,655.03
MATAWAN DAY		-\$69.50
BASKETBALL TOURNAMENT		\$0.00
CANOE RENTALS		\$2,965.66
MEN'S OVER 30 B'BALL		\$85.00
NNO VENDER		\$0.00
YOGA/KICKBOXING		\$16.25
DOG'S NIGHT OUT		\$37.82
FIREWORKS DONATIONS		-\$1,775.00
CAPITAL IMPROVEMENTS		\$4,423.51
TOTAL		\$51,002.95

DEVELOPERS' ESCROW ACCT	INVESTORS	\$278,479.26	\$278,479.26
LAW ENFORCEMENT ACCOUNT	INVESTORS	\$2,827.12	\$2,827.12
RAILROAD PARKING LOT TRUST	INVESTORS	\$84,273.59	\$84,273.59

TOTAL **\$11,120,940.82** **\$11,120,940.82**

RESPECTFULLY,
Monica Antista
TREASURER

2/24/2017

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**REPORT OF THE TREASURER
TO THE MAYOR AND COUNCIL OF THE BOROUGH OF MATAWAN
BANK BALANCES AS OF DECEMBER 31, 2016**

ACCOUNT	INVESTORS		
CURRENT ACCOUNT	INVESTORS	\$4,674,091.43	\$4,874,091.43
TAX COLLECTOR TRUST FUND	INVESTORS	\$0.00	\$0.00
WATER & SEWER ACCOUNT	INVESTORS	\$1,652,565.84	\$1,862,685.84
WATER & SEWER-Certificate of Deposit	INVESTORS	\$500,000.00	\$600,000.00
BOROUGH CAPITAL ACCOUNT	INVESTORS	\$1,456,387.59	\$1,468,387.59
UTILITY CAPITAL ACCOUNT	INVESTORS	\$875,762.41	\$875,762.41
BOROUGH TRUST ACCOUNT	INVESTORS	\$1,187,958.33	\$1,187,868.33

BORO TRUST SUMMARY-INVESTORS BANK		CASH BALANCES
AS OF: DECEMBER 31, 2016		
	FIRE SAFETY	\$25,231.69
	FIRE PREVENTION/DEDICATED PENALTY	\$847.26
	ESCROW	\$109,683.82
	TAX REDEMPTIONS	\$65,530.85
	POAA	\$0.00
	DONATION	\$2,742.49
	PREMIUMS	\$927,775.00
	OFF DUTY POLICE	\$34,936.97
	RECYCLING TRUST	\$13,287.09
	PUBLIC DEFENDER	\$7,923.16
	TOTAL	\$1,187,868.33

DOG TAX TRUST ACCOUNT	INVESTORS	\$807.13	\$807.13
UNEMPLOYMENT INSURANCE ACCOUNT	INVESTORS	\$22,137.05	\$22,137.05
RECREATION SPECIAL ACCOUNT	INVESTORS	\$51,408.71	\$51,408.71

RECREATION TRUST SUMMARY-INVESTORS BANK		CASH BALANCES
AS OF: DECEMBER 31, 2016		
	TURKEY TROT	\$30,963.50
	SUMMER RECREATION	\$7,106.44
	SUMMER RECREATION TRIPS	\$7,655.03
	MATAWAN DAY	-\$69.50
	BASKETBALL TOURNAMENT	\$0.00
	CANOE RENTALS	\$2,965.66
	MEN'S OVER 30 B'BALL	\$85.00
	NNO VENDER	\$0.00
	YOGA/KICKBOXING	\$16.25
	DOG'S NIGHT OUT	\$37.82
	FIREWORKS DONATIONS	-\$1,775.00
	CAPITAL IMPROVEMENTS	\$4,423.51
	TOTAL	\$51,408.71

DEVELOPERS ESCROW ACCT	INVESTORS	\$274,395.83	\$274,395.83
LAW ENFORCEMENT ACCOUNT	INVESTORS	\$2,827.69	\$2,827.88
RAILROAD PARKING LOT TRUST	INVESTORS	\$303,106.66	\$303,108.88

TOTAL **\$11,001,248.67** **\$11,001,248.67**

RESPECTFULLY,
Monica Antista
TREASURER

2/24/2017

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Police, Railroad Parking, ADA & Recreation

Councilwoman Salvatore announced annual Easter Egg Hunt will be held on Saturday, April 8, 2017, at 10:00AM, at Hourihan Field. There will be an Easter Bonnet Contest and pictures with the Easter Bunny after the hunt.

Consent Agenda

Mayor Altomonte read by title Resolutions 17-03-33 through and including 17-03-41, requesting a motion to approve en masse. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 17-03-33
REDEMPTION OF TAX SALE CERTIFICATE
CHRISTIANA TRUST AS CUST GSRAN-Z, LLC DEPOSIT ACCT
CERTIFICATE #16-00031**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #16-00031 was sold to Christiana Trust as Cust GSRAN-Z, LLC Deposit Acct, PO Box 71276, Philadelphia, PA 19176; and

WHEREAS, Certificate #16-00031 has been paid and fully redeemed for the property owner, Block 35, Lot 23, otherwise known as 164 Broad Street.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$2,560.74, and a Premium of \$6,600.00, to the above for the redemption of Tax Sale Certificate #16-00031.

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

**RESOLUTION 17-03-34
REDEMPTION OF TAX SALE CERTIFICATE
US BANK CUST FOR LIENLOGIC FUND 1, LLC
CERTIFICATE #16-00091**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #16-00091 was sold to US Bank Cust For Lienlogic Fund 1, LLC, 555 Middlecreek Parkway, Colorado Springs, CO 80921 and

WHEREAS, Certificate #16-00091 has been paid and fully redeemed for the property owner, Block 121, Lot 35.02, otherwise known as 14 Ryers Lane.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$704.26, and a Premium of \$1,400.00, to the above for the redemption of Tax Sale Certificate #16-00091.

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

**RESOLUTION 17-03-35
AUTHORIZING REFUND OF TAX OVERPAYMENT
14 RYERS LANE – BLOCK 121, LOT 35.02**

WHEREAS, the following property has been overpaid for the first quarter 2017 as a result of the property owner and mortgage company making payments; and

WHEREAS, the property owner is due a refund in order to clear the account; and

WHEREAS, the following refund has been verified as accurate by the Tax Collector.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that the Borough Tax Collector refund according to the following:

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<u>Block/Lot</u>	<u>Vendor</u>	<u>Amount of Refund</u>	<u>Notation</u>
121/35.02	Mark & Nadine DiPalma 14 Ryers Lane Matawan, NJ 07747	\$2,847.31	Overpaid Due to Property Owner Making Payment

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

**RESOLUTION 17-03-36
APPROVAL OF RAFFLE LICENSE
TRINITY EPISCOPAL CHURCH OF MATAWAN
50/50 CASH – RA-699**

BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the raffle license for Trinity Episcopal Church of Matawan.

<u>Name & Location of Organization's Event</u>	<u>Date & Time</u>
Trinity Episcopal Church of Matawan 18 Ryers Lane Matawan, New Jersey 07747	May 20, 2017 6:00 PM to 9:00 PM

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

**RESOLUTION 17-03-37
APPROVAL OF RAFFLE LICENSE
TRINITY EPISCOPAL CHURCH OF MATAWAN
GIFT AUCTION – RA-700**

BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the raffle license for Trinity Episcopal Church of Matawan.

<u>Name & Location of Organization's Event</u>	<u>Date & Time</u>
Trinity Episcopal Church of Matawan 18 Ryers Lane Matawan, New Jersey 07747	May 20, 2017 6:00 PM to 9:00 PM

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

**RESOLUTION 17-03-38
BOROUGH OF MATAWAN
CHANGE IN CUSTODIAN OF PETTY CASH FUND
CLERK**

WHEREAS, Jean B. Montfort was Custodian of the Clerk Petty Cash Fund; and

WHEREAS, in accordance with NJSA 40:5-21, the Borough of Matawan is changing Custodians to Karen Wynne; and

WHEREAS, Karen Wynne is bonded in the amount of \$1,000,000.00, by virtue of a surety bond.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan, County of Monmouth, hereby authorizes such action, and two copies of this Resolution will be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for Approval.

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

**RESOLUTION 17-03-39
BOROUGH OF MATAWAN
RESCINDING PETTY CASH FUND
COURT ADMINISTRATOR'S OFFICE**

WHEREAS, it is the desire of the Borough of Matawan, County of Monmouth, that the petty cash fund for the Court Administrator's Office be rescinded.

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NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan, County of Monmouth, hereby authorizes such action, and two copies of this Resolution will be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for Approval.

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

**RESOLUTION 17-03-40
BOROUGH OF MATAWAN
RESCINDING PETTY CASH FUND
RECREATION**

WHEREAS, it is the desire of the Borough of Matawan, County of Monmouth, that the petty cash fund for the Recreation be rescinded.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan, County of Monmouth, hereby authorizes such action, and two copies of this Resolution will be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for Approval.

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

**RESOLUTION 17-03-41
AUTHORIZING THE ESTABLISHMENT OF NEW CHANGE FUND
RECREATION**

WHEREAS, the establishment of a Change Cash Fund within a municipality is through a Resolution authorized by its Governing Body; and

WHEREAS, the Chief Financial Officer has determined that the Recreation is in need of a Change Fund in the amount of \$100.00, and:

WHEREAS, said Change Fund would be sufficient to allow for change to be given when Recreation fees are being paid with cash; and

WHEREAS, the custodian for this fund is the Treasurer/Chief Financial Officer, Monica Antista, who is bonded for the amount of \$1,000,000.00; such custodian shall maintain records for this fund in a manner conducive to proper accounting and auditing procedures.

NOW, THEREFORE, BE IT RESOLVED, the Council of the Borough of Matawan hereby authorizes the Chief Financial Officer to establish of a New Change Fund in the amount of One Hundred Dollars and No Cents (\$100.00) for the purpose of making change for the Borough of Matawan's Recreation Department transactions.

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, Recreation as well as the Borough Auditor.

New Business

Mayor Altomonte read by title Resolution 17-03-42: Authorizing Approval of Matawan Volunteer Fire Department September 11 Monument Location in the Borough of Matawan Memorial Park. 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 Urbano
Councilman Caldon
Councilman Vergaretti
Councilman Cannon
Councilman Reeve
Councilwoman Salvatore

Motion passed.

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**RESOLUTION 17-03-42
AUTHORIZING APPROVAL OF MATAWAN VOLUNTEER FIRE DEPARTMENT SEPTEMBER 11
MONUMENT LOCATION IN THE
BOROUGH OF MATAWAN MEMORIAL PARK**

WHEREAS, the Jersey City Fire Department donated two 7 foot by 2 foot pieces of World Trade Center steel to the Borough of Matawan Volunteer Fire Department; and,

WHEREAS, the Matawan Volunteer Fire Department requests Council authorization to approve the monument be placed in Memorial Park in the area between the Fire Department Memorial and the Military Service Monument.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes the World Trade Center steel monument to be placed in Memorial Park in the area between the Fire Department Memorial and the Military Service Monument.

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, Fire, Police, Public Works and Recreation.

Mayor Altomonte read by title Resolution 17-03-44: Authorizing Award of Contract Under a National Cooperative Purchasing Agreement – Heavy Construction Equipment with Related Accessories, Attachments and Supplies – Caterpillar, Inc. – DPW Loader. 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 Urbano
Councilman Caldon
Councilman Vergaretti
Councilman Cannon
Councilman Reeve
Councilwoman Salvatore

Motion passed.

**RESOLUTION 17-03-44
AUTHORIZING AWARD OF CONTRACT UNDER A
NATIONAL COOPERATIVE PURCHASING AGREEMENT
HEAVY CONSTRUCTION EQUIPMENT
WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES
CATERPILLAR, INC.
DPW LOADER**

WHEREAS, the Borough Administrator and Superintendent of the Department of Public Works have informed of the need for the purchase of a Loader; and

WHEREAS, the Borough of Matawan is permitted to join national cooperative purchasing agreements under the authority of NJSA 52:34-6.2(b)(3) with said Membership #29789 approved with Resolution 15-10-11; and

WHEREAS, the Borough of Matawan as Member #29789 of the NJPA has provided Notice of Intent to participate in the NJPA Contract #032515-CAT (Caterpillar, Inc.) for Heavy Construction Equipment With Related Accessories, Attachments and Supplies to purchase Caterpillar Model 232D CTL-SSL Loader said contract term is May 19, 2015 to May 19, 2019; and

NOW, THEREFORE, BE IT RESOLVED, the Council of the Borough of Matawan hereby awards the contract for the purchase of a Loader, as outlined in the attached quote for use by the Borough of Matawan Department of Public Works, to Foley Power Systems, a division of Caterpillar, Inc., 855 Centennial Avenue, Piscataway, New Jersey 08855, in an amount not to exceed Forty One Thousand Two Hundred Sixty Dollars and Eighty Cents (\$41,260.80) paid out of the Borough's MCIA Budget Line Item.

BE IT FURTHER RESOLVED, funding for the under the authority of NJAC 17:44-2.2, the vendor, Foley Power Systems, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment, and such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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BE IT FURTHER RESOLVED, under the authority of NJAC 17:44-2.2, the vendor, Foley Power Systems, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment, and such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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, Public Works as well as Caterpillar, Inc., Foley Power Systems and the National Joint Powers Alliance.

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 C-04-NB-900-167 Budget of the Borough of Matawan to Foley Power Systems for the Borough of Matawan in an amount not to exceed Forty One Thousand Two Hundred Sixty Dollars and Eighty Cents (\$41,260.80).

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

Chief Financial Officer

(Signature on File)

Monica Antista, CMFO
Dated: March 21, 2017

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Quote 125490-01

March 15, 2017

MATAWAN BORO
201 BROAD STREET
MATAWAN, New Jersey 07747

Attention: LOUIS FERRARA

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: 232D CTL-SSL Loaders

STOCK NUMBER: 16M0490 **SERIAL NUMBER:** 0DPR00482 **YEAR:** 2016 **SMU:** 3.30

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

George Vorreas

Governmental Sales Representative

Cell - 732-540-4875

email - gvorreas@foleyinc.com

CATERPILLAR Model: 232D CTL-SSL Loaders

STANDARD EQUIPMENT

POWERTRAIN, Cat C2.2TA DI diesel engine, -Gross horsepower per SAE J1349, 67 hp (50 kW) @ 2800 RPM, -EPA Tier 4 Final, EU Stage IIIB, certified with aftertreatment, -Electric fuel priming pump, -Glow plugs starting aid, -Liquid cooled, direct injection, Air cleaner, dual element, radial seal, S-O-S sampling valve, hydraulic oil, Filter, cartridge type, hydraulic, Filters, cartridge type, fuel, and water separator, Radiator / hydraulic oil, Cooler (side-by-side), Spring applied, hydraulically released, parking brakes, Hydrostatic transmission, Four wheel chain drive,

HYDRAULICS, Standard flow auxiliary hydraulics with, continuous flow, **CONTROLS,** Electro/hydraulic implement control, RH, Electro/hydraulic hydrostatic, transmission control, LH

ELECTRICAL, 12 volt electrical system, 85 ampere alternator, Ignition key start / stop / aux switch, Lights, -Gauge backlighting, -Two rear tail lights, -Two rear halogen working lights, -Two adjustable front halogen lights, -Dome light, Backup alarm, Heavy duty battery, 880 CCA, Electrical outlet, beacon

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Foley Inc

Quote 125490-01

OPERATOR ENVIRONMENT, Operator warning system indicators: -Air filter restriction, -Alternator output, -Armrest raised / operator out of seat, -Engine coolant temperature, -Engine oil pressure, -Glow plug activation, -Hydraulic filter restriction, -Hydraulic oil temperature, -Park brake engages, -Engine emission system, Gauges: fuel level and hour meter, Storage compartment with netting, Adjustable vinyl seat, Ergonomic contoured armrest, Adjustable joystick controls, Control interlock system, when operator, leaves seat or armrest raised : -Hydraulic system disables, -Hydrostatic transmission disables, -Parking brake engages, ROPS cab, open, tilt up, Anti-theft security system w/6-button, keypad, FOPS, Level I, Top and rear windows, Floormat, Interior rear view mirror, 12V electric socket, Horn, Hand (dial) throttle, electronic,

FRAMES, Lift linkage, vertical path, Chassis, one piece welded, Machine tie down points (4), Belly pan cleanout, Support, lift arm, Rear bumper, welded

OTHER STANDARD EQUIPMENT, Engine enclosure - lockable, Extended life antifreeze (-37C, -34F), Coupler, mechanical, Hydraulic oil level sight gauge, Radiator coolant level sight gauge, Radiator expansion bottle, Cat tough guard hose, Heavy duty flat faced quick disconnects, Split d-ring to route work tool hoses, along side of left lift arm, Variable speed hydraulic cooling fan, Per SAE JB18-2007 and EN 474-3:2006 and, ISO 14397-1:2007, Rated operating capacity: - 1850 lb (839 kg),

MACHINE SPECIFICATIONS

Description	Reference No	List
232D SSL DCA2	476-3391	\$49,120.00
232D SKID STEER LOADER HRC CONVERSION ARRANGEMENT PACKAGE, PERFORMANCE, (H2) CONTROL, ISO, PROP, WT ONE SPEED ROPS, ENCLOSED WITH A/C (C3) SEAT,AIR SUSPENSION,CLOTH,HEAT DOOR, CAB, GLASS RADIO READY DISPLAY, ADVANCED, LCD BATTERY, 850 CCA, HEAVY DUTY SEAT BELT, 2" FAN, COOLING, DEMAND QUICK COUPLER, ELECTRIC LANE 1 ORDER INSTRUCTIONS, ANSI, USA TIRES, 10/16.5 CAT 8PR SERIALIZED TECHNICAL MEDIA KIT CAROLINA CDC - - AVAILABILITY SHIPPING/STORAGE PROTECTION CERTIFICATION ARR, (US/CANADA) BUCKET-GP, BOCE 66"		

SELL PRICE	\$41,260.80
EXT WARRANTY	Included
AFTER TAX BALANCE	\$41,260.80

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Foley Inc.

Quote 125490-01

WARRANTY

Standard Warranty: 12 month unlimited hour full machine & 12 month TT&M
Extended Warranty: 232-36 MO/3000 HR POWERTRAIN + HYDRAULICS (Tier 4)

F.O.B./TERMS

Piscataway

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	AMOUNT
\$0.00	\$41,260.80

Accepted by _____ on _____

Signature

MIDDLESEX CO-OP
MRESC 15/16-08
65MCESCCPS

LIST PRICE \$49,120.00
ESCNJ DISCOUNT 16% -\$7,859.20

TOTAL SELL PRICE \$41,260.80

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Mayor Altomonte read by title Resolution 17-03-45: Authorizing Execution of Employment Agreement Between the Borough of Matawan and Chief Jason Gallo. Mayor Altomonte requested a motion. Councilwoman Salvatore made the motion, seconded by Councilman Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
Councilman Caldon
Councilman Vergaretti
Councilman Cannon
Councilman Reeve
Councilwoman Salvatore

Motion passed.

**RESOLUTION 17-03-45
AUTHORIZING EXECUTION OF EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF MATAWAN AND CHIEF JASON GALLO**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Chief of Police Jason Gallo respecting the 2017 calendar year of employment; and

WHEREAS, the Borough of Matawan and Chief Gallo have reached a satisfactory Employment Agreement for calendar year 2017 after negotiation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that it herewith authorizes the Mayor to execute the Employment Agreement with Chief Jason Gallo attached herewith for calendar year 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 Chief Jason Gallo.

**AGREEMENT
between
JASON GALLO
and
THE BOROUGH OF MATAWAN**

This Agreement is made and entered into this 21st day of March, 2017 by and between the Borough of Matawan, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Borough" or "Employer"; and Jason Gallo, Chief, Borough of Matawan Police Department, Monmouth County, New Jersey, Hereinafter referred to as or "Chief" or "employee".

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

It is the intent of the Employer and the Employee that this Agreement is inclusive of the entire period of calendar year 2017 and will run through the entirety of calendar year 2017, and is dispositive of all employee/employer issues and terms and conditions of employment retroactive from January 1, 2017, through December 31, 2017.

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

Management Rights

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, excepts those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

Responsibilities of the Chief of Police

Pursuant to state law, the ordinances of the Borough, and the regulations and policies established by the Mayor and Council, the responsibilities of the appointed Chief of Police shall include the responsibility to:

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- a) *Conduct and manage the day-to-day operations of the Police Department;*
- b) *Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the police force, its officers, and its personnel;*
- c) *Have, exercise, and discharge the functions, powers, and duties of the police force.*
- d) *Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;*
- e) *Prescribe the duties and assignments of all subordinates and other personnel;*
- f) *Confer at least monthly at regular meetings of the Police Commission of the Borough, or any such other forms as the Borough shall require, as to the operation of the police force during the preceding month; and*
- g) *Report on the status and operation of the police force at least monthly to the head of the Council Public Safety Committee.*

Scope of Agreement

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

Base Salary

Jason Gallo shall receive a base salary as listed below. The base salary listed below includes holidays at 125 % (percent) as indicated in section 4 of this Agreement:

January 1, 2017
\$135,397.73

Tuition Credit

The Borough shall provide a yearly tuition payment for each college credit hour within the specific field of criminal justice or criminal science satisfactorily completed while a member of the Matawan Borough Police Department. The reimbursement rate shall be at the Rutgers College credit rate for that year. The yearly college tuition payments shall not exceed twelve (12) credit hours per year.

College Credit Incentive Payment

The Borough agrees that you shall receive a yearly college credit incentive payment for the calendar year 2017 added to your base pay.

\$500.00 Associate Degree in Criminal Justice or Criminal Science.

Holiday Schedule

Holiday Schedule. The Borough agrees to guarantee the following holidays:

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Lincoln's Birthday</i>	<i>Columbus Day</i>
<i>Washington's Birthday</i>	<i>Veteran's Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Christmas Day</i>
<i>Independence Day</i>	<i>Martin Luther King Day</i>

Longevity Payments

Jason Gallo shall be entitled to longevity payments in accordance with the following schedule: 10% longevity pay of the base salary and 12.5% of base salary commencing in the 24th year of service.

Clothing and Maintenance Allowance

Jason Gallo shall be entitled to an annual clothing and maintenance allowance of \$1,000.00. All new uniform requirements will be supplied by the Borough of Matawan. Any changes or additions to said uniform requirements shall be issued by the Borough without cost to the employee. The cleaning (dry or wet) of said uniforms prescribed by the Police Department shall be assumed by the Borough per adopted regulations of the Borough.

Personal Days

Jason Gallo shall be entitled to four (4) personal days per year. Notice of intention to exercise the personal days shall be given in writing to the Borough Administrator in advance of their use; unused personal days may not be carried over into a subsequent year.

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Funeral Leave

In the event of a death in his immediate family, the employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three consecutive, regular scheduled workdays.

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

Vacation

Vacation shall be in keeping with the following schedule:

Years of Service: 22+ Years Vacation: 35 Working Days

Unused vacation pay may be carried over into the next calendar year only, with the approval of the Governing Body.

Separation From Service: Vacation Pay

If Jason Gallo is laid off, resigns, or is otherwise separated from the service of the Borough but not as a result of misconduct, he shall receive vacation pay for all of his accrued vacation until the date of his separation from employment with the Borough. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment. The benefits may be paid to the retired employee over a multi-year payment upon agreement of the employee and the Borough.

Insurance

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

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

Medical Insurance

The Borough shall maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs during the course of employment for hospital insurance, including dental benefits of Jason Gallo, legal dependents and spouse in keeping with the provision of insurance coverage currently in effect at the signing of this Agreement. For the term of this Agreement, the Borough agrees to continue to provide the above benefit to the Employee and his spouse and dependents upon retirement with 25 or more years of service to the Borough. If upon retirement, the employee has Medicare entitlement, the employee is required to enroll in Medicare, and the Borough's policy shall be deemed secondary.

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

Non-Duplication of Benefits

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

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

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Optical Plan

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

Sick Leave/Injury

Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate

The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at the rate of 5 (five) hours per pay period. Except for job related injuries, the employee will not accrue sick time while on sick or injury leave.

Sick Leave Utilization Requirements

The employee shall be allowed to utilize any accrued sick leave credit for the following purposes:

1. Personal Illness or Disability

If the employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders him unable to perform the duties of his position, he shall be eligible to receive paid sick leave. This also includes periods during which the employee is under enforced quarantine in accordance with community health regulation, or restricted due to exposure to a contagious disease in accordance with a doctor's order. The employee shall also be eligible to utilize his accrued sick leave following the expiration of his duty injury leave benefits.

2. Family Illness Disability

The employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of his immediate family which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not there exists a hardship shall be made upon recommendation of the Borough Administrator and approval of the governing body after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.

Paternity, Medical and Extended Duty Injury Leave

Paternity leave shall be granted to the employee when requested in accordance with applicable law. The employee will not be permitted to utilize paid sick leave under such circumstances.

The employee shall be eligible to receive paid sick leave, to the extent he has accrued sick leave credit, approved medical leave, and approved extended duty injury leave.

Vacation and Personal Leave

If the employee becomes eligible for paid sick leave while on vacation or during an approved personal leave, sick leave may be used in place of vacation time or personal leave hours, provided satisfactory evidence and certification of the illness or disability is presented to the Borough Administrator. The determination as to whether or not sick leave time may be used under this provision shall be made upon recommendation of the Borough Administrator and approval of the governing body.

Sick Leave Pay

The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time sick leave is approved.

Duty Injury Leave

A duty-incurred sickness or disability shall not be charged against the employee's accumulated sick leave for one (1) year during which the employee is on approved duty-injury leave and eligible for duty-injury leave benefits in accordance with applicable law, beginning with the date of injury or date of diagnosis.

Sick Leave Notification

It is the responsibility of this employee requesting paid sick leave to notify the Borough Administrator in writing.

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When requesting paid sick leave, the employee shall notify or cause notification to be made to the Borough Administrator in writing. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If the employee becomes sick or ill during his work shift, he must notify or cause notification to be made to the Borough Administrator in writing.

In the event that sick leave notification is made within thirty (30) minutes after the start of the workday, or after the employee becomes sick or ill and leaves work, the Borough Administrator shall consider and handle the employee's absence without pay, unless the employee can later substantiate with documentation that it was impossible to make or cause such notification. The decision is to be made by the Borough Administrator.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Borough Administrator.

Sick Leave Certification and Approval

If the Borough has reasonable grounds to believe sick leave is being abused, it may at its discretion require upon the employee's request for paid sick leave to furnish substantiating evidence of a statement from his attending physician certifying that absence from work was required due to one of the reasons set forth above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays.

Sick Leave Release

A physician's release certifying the employee's fitness to return to work may be required at the Borough's discretion for any instances in which the employee is sick or disabled for three (3) or more consecutive work days;; and is required for any and all instances in which the employee is sick or disabled for six (6) or more consecutive workdays. This release must be submitted to the Borough Administrator before the employee will be permitted to return to work. The Borough may also require, at its discretion, that the employee take a medical physical in conjunction with the above sick leave procedure.

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

Extended Leave

After using thirty (30) days of sick leave, the employee remains injured, ill or disabled from any cause not connected with his service as an employee so as to become physically unfit for work, he shall be entitled to a leave of absence with pay, provided that said leave of absence is authorized by resolution of the Borough Council and in accordance with the following schedule:

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

Separation from Services

The employee shall be paid for one-half (1/2) of his total accrued sick leave upon his retirement, including disability retirement, upon his resignation following ten (10) or more consecutive years of service in the Borough; or to his beneficiaries in case of death to a maximum of \$12,000.00. The amount of payment shall be calculated based upon the employee's prevailing hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.

Effective Date of Agreement

This Agreement shall be effective through and including December 31, 2017. The Borough retains and reserves the right to remove the employee at any time during the term of this agreement for "just cause" as set forth in N.J.S.A. 40A:14-147.

The Borough and Jason Gallo shall mutually enter into negotiations for a successor Agreement prior to the expiration of the within Agreement.

The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution. The employee expressly and without duress voluntarily waives any right to counsel. The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution. The employee expressly and without duress voluntarily waives any right to counsel.

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Time on Duty

The parties recognize that the position of Chief of the Department is a full-time and 24 hour a day obligation. The Chief agrees that he will be devoting at least 40 hours per week of actual duty presence at the Police Department or within duties in the Borough. For purposes of this provision, the Chief's attendance at obligated meetings, conferences and assigned events shall be included in the calculation of the 40 hour duty time referenced in this Paragraph.

Service Vehicle

The Chief will be provided with an unmarked take-home service vehicle of the Police Department for his use on duty and for response when off-premises. The Chief agrees to contribute the sum of \$2,000.00 per year for the use of the vehicle. The Chief shall issue a check to the Borough of Matawan for the contribution amount of the first of every month, commencing on January 1, 2017, for the monthly pro-rated share of the annual contribution and deliver same to the CFO. The make and model of the automobile shall be either a sedan or SUV. It shall be equipped with such equipment as is needed for police work.

The Chief of Police shall be permitted to use the car for his personal use. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs, except when the vehicle is used for the Chief of Police's personal use, at which time the Chief of Police shall be responsible for the cost of gasoline. The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

Modification

No modification or amendment of this agreement will be enforceable unless it is in writing and signed by the party to be charged.

Separability and Savings

If any provision of this agreement, or any application of this agreement is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Fully Bargained Provision

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Continuation of Benefits Not Covered by this Agreement

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Borough Ordinances or Rules and the Regulations of the Police Department for the Borough, and any present or past benefits which the Chief of Police customarily enjoys, but that have not been specifically included in this agreement, shall be continued.

Evaluation

The parties agree that the Chief of Police shall be evaluated not later than May 30 of each year with respect to his job performance during the year. This evaluation shall be considered by the Borough when determining subsequent salary increases for the Chief of Police. The evaluation shall be performed by the Public Safety Committee of the Council and recommendations shall be made to the Mayor.

In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this 21st day of March, 2017.

BOROUGH OF MATAWAN

Joseph Altomonte, Mayor

Date_____

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ATTEST:

Karen Wynne
Municipal Clerk

Date: _____

EMPLOYEE

Jason Gallo, Chief of Police

Date: _____

Mayor Altomonte read by title Resolution 17-03-46: Authorizing Execution of Employment Agreement Between the Borough of Matawan and Lieutenant Benedict J. Smith. Mayor Altomonte requested a motion. Councilman Caldon made the motion, seconded by Councilwoman Salvatore. Mayor Altomonte requested a roll call. A roll call vote was taken.

- Yes: Councilman Urbano
- Councilman Caldon
- Councilman Vergaretti
- Councilman Cannon
- Councilman Reeve
- Councilwoman Salvatore

Motion passed.

**RESOLUTION 17-03-46
RESOLUTION AUTHORIZING EXECUTION OF
EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF MATAWAN AND LIEUTENANT BENEDICT J. SMITH**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Lieutenant Benedict J. Smith respecting the 2017 calendar year of employment; and

WHEREAS, the Borough of Matawan and Lieutenant Smith have reached a satisfactory Employment Agreement for calendar year 2017 after negotiation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that it herewith authorizes the Mayor to execute the Employment Agreement with Lieutenant Smith attached herewith for calendar year 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 Lieutenant Smith.

**AGREEMENT
between
BENEDICT J. SMITH
and
THE BOROUGH OF MATAWAN**

This Agreement is made and entered into this 21st day of March 2017 by and between the Borough of Matawan, a Municipal Corporation of State of New Jersey, hereinafter referred to as "Borough" or "Employer"; and Benedict J. Smith, Lieutenant, Borough of Matawan Police Department, Monmouth County, New Jersey, Hereinafter referred to as "Lieutenant", or "employee".

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

It is the intent of the Employer and the Employee that this Agreement is inclusive of the entire period of calendar year 2017 and will run through the entirety of calendar year 2017, and is dispositive of all employee/employer issues and terms and conditions of employment retroactive from January 1, 2017, through December 31, 2017.

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It is further understood that due to the variable schedule of employees of the Matawan Police Department all days should be converted to hours for purposes of computing vacation, sick and personal time (i.e. 1 day =8 hours; example 240 hours is 30 days for employee on 8 hour shift and 20 days for employees on 12 hour shift);

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

1. *This agreement shall govern all wages, hours and other conditions of employment hereinafter set forth. The employee is also subject to any and all Borough ordinances, policy and procedures, rules and regulations of the Borough Police Department and any applicable state statutes.*
2. *Base Salary:*
 - a. *Effective as of January 1, 2017 - \$128,871.30 per annum, plus longevity payments*
3. *Holiday Schedule. The Borough agrees to guarantee the following holidays:*

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Lincoln's Birthday</i>	<i>Columbus Day</i>
<i>Washington's Birthday</i>	<i>Veteran's Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Christmas Day</i>
<i>Independence Day</i>	<i>Martin Luther King Day</i>
3. *Benedict J. Smith shall be entitled to longevity payments in accordance with the following schedule:*
 - 10% of base salary commencing in the 20th year of service.*
 - 12.5% of base salary commencing in the 24th year of service.*
4. *Benedict J. Smith shall be entitled to an annual clothing and maintenance allowance of \$1,000.00. All new uniform requirements will be supplied by the Borough. Any changes or additions to said uniform requirements shall be issued by the Borough without cost to the employee. The cleaning (dry or wet) of said uniforms prescribed by the police department shall be assumed by the Borough.*
5. *INTENTIONALLY DELETED*
6. *Benedict J. Smith shall be entitled to four (4) personal days per year. Notice of intention to exercise the personal days shall be given in writing to the Chief of Police in advance of their use; unused personal days may not be carried over into a subsequent year.*

Funeral Leave

In the event of a death in his immediate family, the employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three consecutive, regular scheduled workdays.

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

Vacation

Vacation shall be in keeping with the following schedule:

<i>Years of Service: 15-21 Years</i>	<i>Vacation: 28 Working Days</i>
<i>Years of Service: 22 years and over</i>	<i>Vacation: 35 Working Days</i>

Unused vacation pay may be carried over into the next calendar year only, with the approval of the Mayor and Council.

Separation From Service: Vacation Pay

If Benedict J. Smith is laid off, resigns, or is otherwise separated from the service of the Borough but not as a result of misconduct, he shall receive vacation pay for all of his accrued vacation until the date of his separation from employment with the Borough. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment.

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Insurance

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

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

Medical Insurance

The Borough shall maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs during the course of employment for hospital insurance, including dental benefits of Benedict J. Smith, dependents and spouse in keeping with the provision of insurance coverage currently in effect at the signing of this Agreement. For the term of this Agreement, the Borough agrees to continue to provide the above benefit upon retirement with 25 or more years of service to the Borough. Upon retirement, if the employee has Medicare entitlement, the employee is required to enroll in Medicare, and the Borough's policy shall be deemed secondary.

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

Non-Duplication of Benefits

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

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

Optical Plan

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

Sick Leave/Injury

Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate

The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at the rate of 5 (five) hours per pay period. Except for job related injuries, the employee will not accrue sick time while on sick or injury leave.

Sick Leave Utilization Requirements

The employee shall be allowed to utilize any accrued sick leave credit for the following purposes:

1. *Personal Illness or Disability*

If the employee has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders him unable to perform the duties of his position, he shall be eligible to receive paid sick leave. This also includes periods during which the employee is under enforced quarantine in accordance with community health regulation, or restricted due to exposure to a contagious disease in accordance with a doctor's order. The employee shall also be eligible to utilize his accrued sick leave following the expiration of his duty injury leave benefits.

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2. *Family Illness Disability*

The employee shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of his immediate family which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not there exists a hardship shall be made by the Chief of Police after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.

Paternity, Medical and Extended Duty Injury Leave

Paternity leave shall be granted to the employee when requested in accordance with applicable law. The employee will not be permitted to utilize paid sick leave under such circumstances.

The employee shall be eligible to receive paid sick leave, to the extent he has accrued sick leave credit, approved medical leave, and approved extended duty injury leave.

Vacation and Personal Leave

If the employee becomes eligible for paid sick leave while on vacation or during an approved personal leave, sick leave may be used in place of vacation time or personal leave hours, provided satisfactory evidence and certification of the illness or disability is presented to the Chief of Police. The determination as to whether or not sick leave time may be used under this provision shall be made by the Chief of Police.

Sick Leave Pay

The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time sick leave is approved.

Duty Injury Leave

A duty incurred sickness or disability shall not be charged against the employee's accumulated sick leave for one (1) year during which the employee is on approved duty injury leave and eligible for duty injury leave benefits in accordance with applicable law, beginning with the date of injury or date of diagnosis.

Sick Leave Notification

It is the responsibility of this employee requesting paid sick leave to notify the Chief of Police in writing.

When requesting paid sick leave, the employee shall notify or cause notification to be made to the Chief of Police in writing. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If the employee becomes sick or ill during his work shift, he must notify or cause notification to be made to the Chief of Police in writing.

In the event that sick leave notification is not made within thirty (30) minutes after the start of the workday, or after the employee becomes sick or ill and leaves work, the Chief of Police shall consider and handle the employee's absence without pay, unless the employee can later substantiate with documentation that it was impossible to make or cause such notification. The decision is to be made by the Chief of Police.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Chief of Police.

Sick Leave Certification and Approval

If the Borough has reasonable grounds to believe sick leave is being abused, it may at its discretion require upon the employee's request for paid sick leave to furnish substantiating evidence of a statement from his attending physician, certifying that absence from work was required due to one of the reasons set forth above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays.

Sick Leave Release

A physician's release certifying the employee's fitness to return to work may be required at the Borough's discretion for any instances in which the employee is sick or disabled for three (3) or more consecutive work days; and is required for any and all instances in which the employee is sick or disabled for six (6) or more consecutive

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workdays. This release must be submitted to the Chief of Police before the employee will be permitted to return to work. The Borough may also require, at its discretion, that the employee take a medical physical in conjunction with the above sick leave procedure.

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

Extended Leave

After using thirty (30) days of sick leave, if the employee remains injured, ill or disabled from any cause not connected with his service as an employee so as to become physically unfit for work, he shall be entitled to a leave of absence with pay, provided that said leave of absence is authorized by resolution of the Borough Council and in accordance with the following schedule:

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

Separation from Services

The employee shall be paid for one-half (1/2) of his total accrued sick leave upon his retirement, including disability retirement, upon his resignation following ten (10) or more consecutive years of service in the Borough; or to his beneficiaries in case of death to a maximum of \$12,000.00. The amount of payment shall be calculated based upon the employee's prevailing hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.

Effective Date of Agreement

This agreement shall be effective through and including December 31, 2017. The Borough retains and reserves the right to remove the employee at any time during the term of this agreement for "just cause" as set forth in N.J.S.A. 40A:14-147.

The Borough and Benedict J. Smith shall mutually enter into negotiations for a successor Agreement prior to the expiration of the within Agreement.

The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution. The employee expressly and without duress voluntarily waives any right to counsel. The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution. The employee expressly and without duress voluntarily waives any right to counsel.

Modification

No modification or amendment of this agreement will be enforceable unless it is in writing and signed by the party to be charged.

Separability and Savings

If any provision of this agreement, or any application of this agreement is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Fully Bargained Provision

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Continuation of Benefits Not Covered by this Agreement

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Borough Ordinances or Rules and the Regulations of the Police Department

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for the Borough, and any present or past benefits which the employee customarily enjoys, but that have not been specifically included in this agreement, shall be continued.

In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this 21st day of March, 2017.

BOROUGH OF MATAWAN

Joseph Altomonte, Mayor

Date _____

ATTEST:

Karen Wynne
Municipal Clerk

Date: _____

EMPLOYEE

Benedict J. Smith, Lieutenant

Date: _____

Mayor Altomonte read by title Resolution 17-03-47: Authorizing Execution of Employment Agreement Between the Borough of Matawan and Lieutenant Thomas Falco. Mayor Altomonte requested a motion. Councilwoman Salvatore made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

- Yes: Councilman Urbano
- Councilman Caldon
- Councilman Vergaretti
- Councilman Cannon
- Councilman Reeve
- Councilwoman Salvatore

Motion passed.

**RESOLUTION 17-03-47
RESOLUTION AUTHORIZING EXECUTION OF
EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF MATAWAN AND LIEUTENANT THOMAS FALCO**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Lieutenant Thomas Falco respecting the 2017 calendar year of employment; and

WHEREAS, the Borough of Matawan and Lieutenant Falco have reached a satisfactory Employment Agreement for calendar year 2017 after negotiation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that it herewith authorizes the Mayor to execute the Employment Agreement with Lieutenant Falco attached herewith for calendar year 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 Lieutenant Falco.

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**AGREEMENT
between
THOMAS FALCO
and
THE BOROUGH OF MATAWAN**

This Agreement is made and entered into this 21st day of March, 2017 by and between the Borough of Matawan, a Municipal Corporation of State of New Jersey, hereinafter referred to as "Borough", or "Employer"; and Thomas Falco, Lieutenant, Borough of Matawan Police Department, Monmouth County, New Jersey, Hereinafter referred to as "Lieutenant", or "employee".

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

It is the intent of the Employer and the Employee that this Agreement is inclusive of the entire period of calendar year 2017 and will run through the entirety of calendar year 2017, and is dispositive of all employee/employer issues and terms and conditions of employment retroactive from January 1, 2017, through December 31, 2017.

It is further understood that due to the variable schedule of employees of the Matawan Police Department all days should be converted to hours for purposes of computing vacation, sick and personal time (i.e. 1 day =8 hours; example 240 hours is 30 days for employee on 8 hour shift and 20 days for employees on 12 hour shift);

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

1. *This agreement shall govern all wages, hours and other conditions of employment hereinafter set forth. The employee is also subject to any and all Borough ordinances, policy and procedures, rules and regulations of the Borough Police Department and any applicable state statutes.*
2. *Base Salary:*
 - a. *Effective as of January 1, 2017 - \$128,871.30 per annum, plus longevity payments*
3. *Holiday Schedule. The Borough agrees to guarantee the following holidays:*

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Lincoln's Birthday</i>	<i>Columbus Day</i>
<i>Washington's Birthday</i>	<i>Veteran's Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Christmas Day</i>
<i>Independence Day</i>	<i>Martin Luther King Day</i>
3. *Thomas Falco shall be entitled to longevity payments in accordance with the following schedule:*
 - 10% of base salary commencing in the 20th year of service.*
 - 12.5% of base salary commencing in the 24th year of service.*
4. *Thomas Falco shall be entitled to an annual clothing and maintenance allowance of \$1,000.00. All new uniform requirements will be supplied by the Borough. Any changes or additions to said uniform requirements shall be issued by the Borough without cost to the employee. The cleaning (dry or wet) of said uniforms prescribed by the police department shall be assumed by the Borough.*
5. *The Borough agrees that you shall receive a yearly college credit incentive payment in the amount of \$500.00 for the calendar year 2017 added to your base pay.*
6. *Thomas Falco shall be entitled to four (4) personal days per year. Notice of intention to exercise the personal days shall be given in writing to the Chief of Police in advance of their use; unused personal days may not be carried over into a subsequent year.*

Funeral Leave

In the event of a death in his immediate family, the employee shall be entitled to a leave of

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absence. During such leave, the employee shall be paid his regular salary for a maximum of three consecutive, regular scheduled workdays.

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

Vacation

Vacation shall be in keeping with the following schedule:

Years of Service: 15-21 Years

Vacation: 28 Working Days

Years of Service: 22 years and over

Vacation: 35 Working Days

Unused vacation pay may be carried over into the next calendar year only, with the approval of the Mayor and Council.

Separation From Service: Vacation Pay

If Thomas Falco is laid off, resigns, or is otherwise separated from the service of the Borough but not as a result of misconduct, he shall receive vacation pay for all of his accrued vacation until the date of his separation from employment with the Borough. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment.

Insurance

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

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

Medical Insurance

The Borough shall maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs during the course of employment for hospital insurance, including dental benefits of Thomas Falco, dependents and spouse in keeping with the provision of insurance coverage currently in effect at the signing of this Agreement. For the term of this Agreement, the Borough agrees to continue to provide the above benefit upon retirement with 25 or more years of service to the Borough. Upon retirement, if the employee has Medicare entitlement, the employee is required to enroll in Medicare and the Borough's policy shall be deemed secondary.

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

Non-Duplication of Benefits

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

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

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Optical Plan

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

Sick Leave/Injury

Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate

The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at the rate of 5 (five) hours per pay period. Except for job related injuries, the employee will not accrue sick time while on sick or injury leave.

Sick Leave Utilization Requirements

The employee shall be allowed to utilize any accrued sick leave credit for the following purposes:

1. *Personal Illness or Disability*

If the employee has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders him unable to perform the duties of his position, he shall be eligible to receive paid sick leave. This also includes periods during which the employee is under enforced quarantine in accordance with community health regulation, or restricted due to exposure to a contagious disease in accordance with a doctor's order. The employee shall also be eligible to utilize his accrued sick leave following the expiration of his duty injury leave benefits.

2. *Family Illness Disability*

The employee shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of his immediate family which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not there exists a hardship shall be made by the Chief of Police after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.

Paternity, Medical and Extended Duty Injury Leave

Paternity leave shall be granted to the employee when requested in accordance with applicable law. The employee will not be permitted to utilize paid sick leave under such circumstances.

The employee shall be eligible to receive paid sick leave, to the extent he has accrued sick leave credit, approved medical leave, and approved extended duty injury leave.

Vacation and Personal Leave

If the employee becomes eligible for paid sick leave while on vacation or during an approved personal leave, sick leave may be used in place of vacation time or personal leave hours, provided satisfactory evidence and certification of the illness or disability is presented to the Chief of Police. The determination as to whether or not sick leave time may be used under this provision shall be made by the Chief of Police.

Sick Leave Pay

The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time sick leave is approved.

Duty Injury Leave

A duty incurred sickness or disability shall not be charged against the employee's accumulated

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sick leave for one (1) year during which the employee is on approved duty injury leave and eligible for duty injury leave benefits in accordance with applicable law, beginning with the date of injury or date of diagnosis.

Sick Leave Notification

It is the responsibility of this employee requesting paid sick leave to notify the Chief of Police in writing.

When requesting paid sick leave, the employee shall notify or cause notification to be made to the Chief of Police in writing. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If the employee becomes sick or ill during his work shift, he must notify or cause notification to be made to the Chief of Police in writing.

In the event that sick leave notification is not made within thirty (30) minutes after the start of the workday, or after the employee becomes sick or ill and leaves work, the Chief of Police shall consider and handle the employee's absence without pay, unless the employee can later substantiate with documentation that it was impossible to make or cause such notification. The decision is to be made by the Chief of Police.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Chief of Police.

Sick Leave Certification and Approval

If the Borough has reasonable grounds to believe sick leave is being abused, it may at its discretion require upon the employee's request for paid sick leave to furnish substantiating evidence of a statement from his attending physician, certifying that absence from work was required due to one of the reasons set forth above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays.

Sick Leave Release

A physician's release certifying the employee's fitness to return to work may be required at the Borough's discretion for any instances in which the employee is sick or disabled for three (3) or more consecutive work days; and is required for any and all instances in which the employee is sick or disabled for six (6) or more consecutive workdays. This release must be submitted to the Chief of Police before the employee will be permitted to return to work. The Borough may also require, at its discretion, that the employee take a medical physical in conjunction with the above sick leave procedure.

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

Extended Leave

After using thirty (30) days of sick leave, if the employee remains injured, ill or disabled from any cause not connected with his service as an employee so as to become physically unfit for work, he shall be entitled to a leave of absence with pay, provided that said leave of absence is authorized by resolution of the Borough Council and in accordance with the following schedule:

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

Separation from Services

The employee shall be paid for one-half (1/2) of his total accrued sick leave upon their, retirement, including disability retirement, upon his resignation following ten (10) or more consecutive years of service in the Borough; or to his beneficiaries in case of death to a maximum of \$12,000.00. The amount of payment shall be calculated based upon the employee's prevailing hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.

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Effective Date of Agreement

This agreement shall be effective through and including December 31, 2017. The Borough retains and reserves the right to remove the employee at any time during the term of this agreement for "just cause" as set forth in N.J.S.A. 40A:14-147.

The Borough and Thomas Falco shall mutually enter into negotiations for a successor Agreement prior to the expiration of the within Agreement.

The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution. The employee expressly and without duress voluntarily waives any right to counsel. The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution. The employee expressly and without duress voluntarily waives any right to counsel.

Modification

No modification or amendment of this agreement will be enforceable unless it is in writing and signed by the party to be charged.

Separability and Savings

If any provision of this agreement, or any application of this agreement is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Fully Bargained Provision

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Continuation of Benefits Not Covered by this Agreement

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Borough Ordinances or Rules and the Regulations of the Police Department for the Borough, and any present or past benefits which the employee customarily enjoys, but that have not been specifically included in this agreement, shall be continued.

In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this 21st day of March, 2017.

BOROUGH OF MATAWAN

Joseph Altomonte, Mayor

Date _____

ATTEST:

Karen Wynne
Municipal Clerk

Date: _____

EMPLOYEE

Thomas Falco, Lieutenant

Date: _____

Mayor Altomonte read by title Resolution 17-03-48: Authorizing the Transfer of Unexpended Balances in Certain 2016 Appropriation Reserve Accounts. Mayor Altomonte requested a motion. Councilman Reeve made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call. A roll call vote was taken.

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Yes: Councilman Urbano
Councilman Caldon
Councilman Vergaretti
Councilman Cannon
Councilman Reeve
Councilwoman Salvatore

Motion Passed.

**RESOLUTION 17-03-48
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:

<i>Transfer From</i>	<i>Amount</i>	<i>Transfer To</i>	<i>Amount</i>
<i>Account Number</i>	<i>Of Transfer</i>	<i>Account Number</i>	<i>Of Transfer</i>
6-01-31-430-200	\$ 10,000.00	6-01-30-415-200	\$ 10,000.00
Utilities		Accumulated	
Other Expenses		Sick Leave	
		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 Resolution 17-03-49: Emergency Temporary Appropriation. Mayor Altomonte requested a motion. Councilman Reeve made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
Councilman Caldon
Councilman Vergaretti
Councilman Cannon
Councilman Reeve
Councilwoman Salvatore

Motion Passed.

**RESOLUTION 17-03-49
EMERGENCY TEMPORARY APPROPRIATION**

WHEREAS, emergent conditions have arisen with respect to the payment of bills in a number of accounts and no adequate provision has been made in a 2017 temporary budget for the aforesaid purposes; and

WHEREAS, NJSA 40A:4-20 provides for the creation of an emergency temporary appropriation for the purposes above mentioned; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2017 pursuant to the provisions of Chapter 96, PL 1951 (NJSA 40A:4-20) including this resolution total \$5,548,619.87.

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NOW, THEREFORE, BE IT RESOLVED (not less than two thirds of all member of the Council of the Borough of Matawan, New Jersey affirmatively concurring) that in accordance with the provisions of NJSA 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made for the purposes stipulated in the attached list.
2. That said emergency temporary appropriations will be provided for in the 2017 budget under the appropriate titles.
3. That one certified copy of this resolution be filed with the Director of Local Government Services.

BE IT FURTHER RESOLVED, that the amount required by Statue for the payment of 2017 County, and Local School District Taxes, which are not included in this temporary budget, shall be paid as and when due.

2017 Temporary Budget-for March 21, 2017 Meeting

	Salary & Wages	Other Expenses
MAYOR & COUNCIL		
MUNI CLERK	5,500.00	
GENERAL ADMIN	5,000.00	
AUDIT		
FINANCE ADMIN	3,500.00	2,500.00
TAX ASSES ADMIN	3,000.00	
TAX COLLECTOR	3,800.00	
LEGAL SERVICES		
ENGINEERING		
BLDG & GROUNDS	10,000.00	
PLAN/ZONING BD	1,200.00	
SHADE TREE COMM		
ENVIRON HEALTH		
SOLID WASTE COLL		
INSURANCE-GROUP HEALTH		300,000.00
INSURANCE-LIABILITY		
INSURANCE-WORKERS COMP		
FIRE		
FIRE-AID TO DEPARTMENT		
FIRE PREVENTION	7,500.00	
POLICE	200,000.00	
STREETS & ROADS	10,000.00	15,000.00
STREET LIGHTING		
BD OF HEALTH		
RECREATION	1,700.00	
HISTORICAL SITES		
VOL 1ST AID SQUAD		
OEM		
PROP MAINT		
RR PARKING	20,000.00	
DOWNTOWN REDEV		
UTILITIES		
VEHICLE MAINT		
CONSTR OFFICIAL	3,500.00	
ACCUM SICK LEAVE		
OASI/SOCIAL SECURITY		4,625.00
PERS		154,861.00
PFRS		550,320.00
CONTINGENT		
MUNICIPAL COURT		

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<i>PUBLIC DEFENDER</i>			
<i>FREE PUBLIC LIBRARY</i>			
<i>EMERGENCY 911</i>			
<i>GREEN TRUST LOAN</i>			
<i>INTEREST ON BONDS</i>			
<i>INTEREST ON NOTES</i>			
<i>PAYMENT OF BANS</i>			
<i>MCIA LEASE INTEREST</i>			
SUBTOTAL	274,700.00	1,027,306.00	
TOTAL TEMPORARY EMERGENCY APPROPRIATIONS		1,302,006.00	3,896,960.39
 <i>WATER SEWER UTILITY</i>			
<i>OPERATING</i>	<i>60,000.00</i>		
<i>BULK WATER PURCHASE/ACQUISITION OF WATER</i>		<i>60,000.00</i>	
<i>BAYSHORE REGIONAL SEWERAGE AUTHORITY</i>			
<i>PAYMENT ON BOND PRINCIPAL</i>			
<i>PERS</i>			
<i>BANS</i>			
<i>INTEREST ON BONDS</i>			
<i>INTEREST ON NOTES</i>			
<i>WATER-SEWER REHAB LOAN</i>			
<i>WASTEWATER LOAN</i>			
<i>SOCIAL SECURITY</i>		<i>3,000.00</i>	
SUBTOTAL	60,000.00	63,000.00	
TOTAL WATER SEWER UTILITY TEMPORARY EMERGENCY APPROPRIATIONS		123,000.00	1,651,659.48

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 Director of Local Government Services.

Mayor Altomonte read by title Resolution 17-03-50: Payment of Bills. Councilman Reeve made the motion, seconded by Councilman Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
Councilman Caldon
Councilman Vergaretti
Councilman Cannon
Councilman Reeve
Councilwoman Salvatore

Motion Passed.

**RESOLUTION 17-03-50
PAYMENT OF BILLS**

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

<i>Current</i>	<i>\$231,782.37</i>
<i>Water & Sewer</i>	<i>\$289,556.82</i>

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<i>Borough Capital</i>	\$59,763.38
<i>Water Capital</i>	\$3,344.93
<i>Borough Trust</i>	\$32,159.47
<i>Developers Escrow Account</i>	\$6,335.24
<i>Dog Tax Trust</i>	\$112.20
<i>Total</i>	\$623,054.41

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.

Fran Bucco, 79 Freneau Avenue, Matawan. Ms. Bucco stated she works for the Monmouth County Prosecutor's Office, in Freehold. Across from the prosecutor's office is a body shop named Pinto's where every day there is a Borough of Matawan Fire Department SUV parked in the lot. Ms. Bucco mentioned that Mayor Altomonte works for the fire department in Jersey City and she asked him if all the chief's in Jersey City have their own vehicles. He replied that they do. She then asked if they are allowed to drive them wherever they liked and he replied that some of them are even allowed to take the vehicles home. She asked why they would need to do that, and Mayor Altomonte replied that he wasn't in a position to guess. Ms. Bucco mentioned there are three chief vehicles in the Borough, and she speculated the vehicle parked in the lot of the auto body shop was there because one of the Borough fire chiefs is a manager there. She further speculated he drives the Borough car to work every day. She asked why he should be allowed to do this and asked why the borough residents should pay for his gas. She explained that while she has the upmost respect for the Police and Fire Departments, she did not think it was fair that the Fire Chief does this on a daily basis.

Tracey Carlino, 32, Fierro Avenue, Matawan. Ms. Carlino believes the traffic light at the intersection of Middlesex Road and Fierro Avenue needs to be changed. Mr. Fedorchak informed it is part of the upgrade. Ms. Carlino stated whoever plowed Fierro Avenue during this past storm did not do a good job. She presented Council a sketch of what she said the parking was on a daily basis and further explained her frustration, stating that the bad situation of a "permanently" parked vehicle was further exasperated after the snow storm. Mr. Menna informed the Police can ticket the car, if it is still parked there and is a safety hazard, the Borough can tow the car. Mr. Ferrara asked Ms. Carlino to provide any information of the vehicle, and he will recommend the Chief of Police speak with the owner. Ms. Carlino informed the sign 'Welcome to Matawan,' which used to be posted near DaVita Dialysis, on Route 34, is missing. Mr. Ferrara said he will investigate.

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

Adjournment

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

Meeting adjourned at 7:52 PM.

(Signature on File)

Karen Wynne, RMC
Municipal Clerk