

**Borough of Matawan
Public Session
October 15, 2013**

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 October 15, 2013. The meeting was called to order at 7:05 PM by Mayor Buccellato presiding. Mayor Buccellato called the meeting to order, pursuant to Section 5 of the Open Public Meetings Act that adequate notice of this meeting has been provided in the notice which was published in the *Asbury Park Press* on January 9, 2013, by sending notice to *The Independent*, and by posting. Mayor Buccellato requested a roll call.

On roll call the following members responded present:

Yes: Councilwoman Gould
 Councilwoman Clifton
 Councilman Urbano
 Councilwoman Angelini

Councilwoman Daly and Councilman Fitzsimmons were not present.

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

Mayor Buccellato asked everyone to stand for a moment of silence.

Mayor Buccellato asked everyone to stand in the Salute to the Flag.

Public Hearing – 2013 Best Practices Inventory

Mayor Buccellato requested a motion to open the Public Hearing. Councilwoman Clifton made the motion, seconded by Councilwoman Angelini. Council agreed. Motion passed. Mr. Ferrara related Best Practices criteria. Mayor Buccellato requested comments. There were no comments. Mayor Buccellato requested a motion to close Public Hearing. Councilwoman Clifton made the motion, seconded by Councilwoman Angelini. Council agreed. Motion passed.

Privilege of the Floor – Agenda Items Only

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

There were no comments.

Mayor Buccellato closed the Privilege of the Floor for Agenda Items Only.

Old Business

Mayor Buccellato read by title Ordinance 13-18: Bond Ordinance Amending Bond Ordinance Number 13-11 Finally Adopted by the Borough Council of the Borough of Matawan, New Jersey on May 21, 2013. Mayor Buccellato requested a motion to open the public hearing. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Council agreed. Motion passed. Mayor Buccellato requested comments. There were no comments. Mayor Buccellato requested a motion to close the public hearing. Councilwoman Clifton made the motion, seconded by Councilman Urbano. Council agreed. Motion passed. Mayor Buccellato read by title on third and final reading Ordinance 13-18: Bond Ordinance Amending Bond Ordinance Number 13-11 Finally Adopted by the Borough Council of the Borough of Matawan, New Jersey on May 21, 2013 requesting a motion to adopt. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a roll call. A roll call vote was taken.

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Yes: Councilwoman Gould
Councilwoman Clifton
Councilman Urbano
Councilwoman Angelini

Motion passed.

**ORDINANCE 13-18
BOND ORDINANCE AMENDING BOND ORDINANCE NUMBER 13-11
FINALLY ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH
OF MATAWAN, NEW JERSEY ON MAY 21, 2013**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MATAWAN, IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The Bond Ordinance of the Borough Council of the Borough of Matawan, in the County of Monmouth, New Jersey (the "Borough") entitled "Bond Ordinance Providing An Appropriation Of \$2,779,101.80 For Various Road Improvements For And By The Borough Of Matawan In The County Of Monmouth, New Jersey And, Authorizing The Issuance Of \$2,185,000 Bonds Or Notes Of The Borough For Financing Part Of The Appropriation" finally adopted on May 21, 2013 (the "Ordinance") is hereby incorporated by reference in its entirety.

Section 2. The Ordinance is hereby amended by (a) deleting the reference of "\$2,779,101.80" for the appropriation and estimated cost and "\$2,185,000" for the estimated maximum amount of bonds or notes and substituting in lieu therefor "\$3,279,101.80" and "\$2,660,000", respectively; by (b) deleting the reference to "\$115,000" for the down payment required by the Local Bond Law and substituting in lieu therefor "\$140,000"; and by (c) deleting the reference to "\$560,000" for Section 20 costs and substituting in lieu therefor "\$660,000".

Section 3. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolutions in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 4. This Section 4 constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the Improvements prior to the date that the Borough incurs debt obligations under this Bond Ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$2,660,000.

Section 5. All other provisions of the Ordinance shall remain unchanged.

Section 6. This amendatory bond ordinance shall take effect twenty days after the first publication thereof after final adoption as provided by Local Bond Law.

Mayor Buccellato read by title Ordinance 13-19: Bond Ordinance Amending Bond Ordinance Number 01-21 Finally Adopted by the Borough Council of the Borough of Matawan, New Jersey on September 19, 2001, as Amended. Mayor Buccellato requested a motion to open the public hearing. Councilwoman Angelini made the motion, seconded by Councilman Urbano. Council agreed. Motion passed. Mayor Buccellato requested comments. There were no comments. Mayor Buccellato requested a motion to close the public hearing. Councilwoman Clifton made the motion, seconded by Councilwoman Angelini. Council agreed. Motion passed. Mayor Buccellato read by title on third and final reading Ordinance 13-18: Bond Ordinance Amending Bond Ordinance Number 01-21 Finally Adopted by the Borough Council of the Borough of Matawan, New Jersey on September 19, 2001, as Amended requesting a motion to adopt. Councilwoman Clifton made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Gould
Councilwoman Clifton
Councilman Urbano
Councilwoman Angelini

Motion passed.

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**ORDINANCE 13-19
BOND ORDINANCE AMENDING BOND ORDINANCE NUMBER 01-21
FINALLY ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH
OF MATAWAN, NEW JERSEY ON SEPTEMBER 19, 2001, AS AMENDED**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MATAWAN, IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The Bond Ordinance of the Borough Council of the Borough of Matawan, in the County of Monmouth, New Jersey (the "Borough") entitled "Bond Ordinance Providing For Various Improvements To The Matawan Municipal Community Center, Appropriating \$1,000,000 Therefor And Authorizing The Issuance Of \$950,000 Bonds And Notes To Finance A Portion Of The Costs Thereof, Authorized In And By The Borough Of Matawan, In The County Of Monmouth, New Jersey" finally adopted on September 19, 2001, as amended by Ordinance No. 02-15 adopted on July 16, 2002, as amended by Ordinance No. 06-18, adopted on September 5, 2006 (the "Ordinance") is hereby incorporated by reference in its entirety.

Section 2. The Ordinance is hereby amended by (a) deleting the reference of "\$1,500,000" for the appropriation and estimated cost and "\$1,425,000" for the estimated maximum amount of bonds or notes and substituting in lieu therefor "\$1,800,000" and "\$1,710,000", respectively; by (b) deleting the reference to "\$75,000" for the down payment required by the Local Bond Law and substituting in lieu therefor "\$90,000"; and by (c) deleting the reference to "\$325,000" for Section 20 costs and substituting in lieu therefor "\$400,000".

Section 3. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolutions in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 4. This Section 4 constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the Improvements prior to the date that the Borough incurs debt obligations under this Bond Ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$1,710,000.

Section 5. All other provisions of the Ordinance shall remain unchanged.

Section 6. This amendatory bond ordinance shall take effect twenty days after the first publication thereof after final adoption as provided by Local Bond Law.

Clerk's Report

Ms. Wynne reminded all of the special general election. Polls will open from 6-8pm.

Mayor's Report

Mayor Buccellato appointed Kathleen Fitzgerald as the Deputy Registrar. Council Agreed. Mayor Buccellato nominated and appointed Gerard Morris as Resident of Police Commission. Council agreed. Mayor Buccellato thanked Councilwoman Clifton and the Recreation Commission for their work on Matawan Day celebration.

Administrator's Report

Mr. Ferrara had previously distributed his report to Council adding the completion of Best Practices. He has contracted with an inventory control company to start a fixed asset to conform to the Auditor's report.

Attorney's Report

No report.

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Engineer's Report

Mr. Keady reported the contractor is installing the water services on Daniel Drive. On Mohawk Drive, the contractor is performing the underdrain work and will be starting concrete work. Wyckoff is complete, Austin Lane has been paved, Crestwood and Shainey Lane are complete. Drainage on Stillwell has been installed and paving will be done next week. On Contract 2, the preconstruction meeting was held and awaiting DOT concurrence; the contractor is ready to start Monday.

Personnel, Redevelopment, Construction, Community Development

Councilwoman Gould gave the Construction Department report for September 2013:

- *Permit income and certificates - \$7,921.00* *Year to Date - \$96,498.00*
- *Business, CCO, Miscellaneous - \$75.00* *Year to Date - \$1,950.00*
- *State Permit Surcharge Fees - \$436.00* *Year to Date - \$4,532.00*
- *Paid to State Quarterly Fees - \$1,656.00*
- *Value of Construction Work - \$281,562.00* *Year to Date - \$3,121,917.00*
- *Permits Issued – 51* *Year to Date - 481*

Recreation, Historic Sites, Library

Councilwoman Clifton reported Matawan Day was a success and thanked all volunteers. The Turkey Trot will be the next event.

Police, Fire, First Aid, Railroad Parking, ADA

Councilman Urbano reported that the Police Department held a distracted drivers campaign with over 100 tickets written.

Public Works, Water/Sewer, Planning/Zoning, Shade Tree

No report.

Consent Agenda

Mayor Buccellato read by title Resolutions 13-10-18 through and including 13-10-20 requesting a motion to approve en masse. Councilwoman Clifton made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Gould
 Councilwoman Clifton
 Councilman Urbano
 Councilwoman Angelini

Motion passed.

**RESOLUTION 13-10-18
REDEMPTION OF TAX SALE CERTIFICATE
ACE PLUS, LLC
CERTIFICATE #11-00011**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #11-00011 which was sold to Ace Plus, LLC, 1416 Avenue L, Brooklyn, NY 11230; and

WHEREAS, Certificate #11-00011 has been paid and fully redeemed for the property owner, Block 9, Lot 25 otherwise known as 125 Main St.

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NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$18,428.05 and a Premium of \$8,000.00 to the above for the redemption of Tax Sale Certificate #11-00011.

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

**RESOLUTION 13-10-19
REFUND TAX OVERPAYMENT DUE TO TAX APPEAL
18 FRANKLIN STREET - BLOCK 29, LOT 56**

WHEREAS, a State Tax Board Judgment has been favorably awarded to Jeffrey M & Pauline Suss, 18 Franklin Street, otherwise known as Block 29, Lot 56, for the fiscal year 2011; and

WHEREAS, such judgment has resulted in an overpayment of 2011 property taxes in the amount of \$ 728.10.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Matawan, County of Monmouth, State of New Jersey, hereby authorize the Borough Treasurer to issue a check in the amount of \$728.10 for said overpayment of property taxes, to the property owner.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Tax Collector, Borough Treasurer and Property Owner.

**RESOLUTION 13-10-20
AMENDING
RESOLUTION 13-09-12
AUTHORIZING APPLICATION FOR
MONMOUTH COUNTY OPEN SPACE GRANT FUNDING**

WHEREAS, the Monmouth County Board of Chosen Freeholders has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

WHEREAS, the Governing Body of Matawan Borough desires to obtain County Open Space Trust Funds in the amount of \$250,000.00 to fund the expansion and development of recreational facilities at Gravelly Park, located at Villanova Place and identified as Lot 46, Block 120 on the tax map of the Borough of Matawan; and

WHEREAS, the total cost of the project including all matching funds is \$718,000; and

WHEREAS, the Borough of Matawan is the owner of and controls the project site; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, New Jersey that:

1. Louis Ferrara, Administrator of the Borough of Matawan is authorized to (a) make an application to the County of Monmouth for Open Space Trust Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Open Space Grants Program and (c) act as the municipal contact person and correspondent of the above named municipality; and
2. The Borough of Matawan is committed to this project and will provide the balance of funding necessary to complete the project as described in the grant application in the form of non-county matching funds as required in the Policy and Procedures Manual for the Program; and
3. If the County of Monmouth determines that the application is complete and in conformance with the Monmouth County Municipal Open Space Program and the Policy and Procedures Manual for the Municipal Grants Program adopted thereto, the municipality is willing to use the approved Open Space Trust Funds in accordance with such policies and procedures, and applicable federal, state and local government rules, regulations and statutes thereto; and
4. Louis Ferrara, Administrator, is hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Funds; and
5. This resolution shall take effect immediately.

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New Business

Mayor Buccellato read by title Resolution 13-10-21: Authorizing T&M Associates to Provide Professional Services Associated with the 2013 Middlesex Road Water Storage Tank Improvements. Councilwoman Clifton made the motion, seconded by Councilman Urbano. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Gould
Councilwoman Clifton
Councilman Urbano
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-10-21
AUTHORIZING T&M ASSOCIATES
TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE
2013 MIDDLESEX ROAD WATER STORAGE TANK IMPROVEMENTS**

***WHEREAS**, it is the intention of the Borough of Matawan to undertake and complete necessary and essential professional engineering services in connection with contract administration and resident inspection for the 2013 Middlesex Road Water Storage Tank Improvements Project; and*

***WHEREAS**, the Borough of Matawan received an estimate from T&M Associates for said services as outlined in the attached Engineering Agreement in an amount not to exceed Forty Three Thousand Five Hundred Dollars and No Cents (\$43,500.00) to be compensated and billed monthly based on hourly rates listed in the Agreement's billing rate schedule; and*

***NOW, THEREFORE, BE IT RESOLVED** the Council of the Borough of Matawan does hereby award the contract for professional services to T&M Associates for professional engineering in connection with contract administration and resident inspection for the 2013 Middlesex Road Water Storage Tank Improvements Project and compensation as outlined in the attached Engineering Agreement in an amount not to exceed Forty Three Thousand Five Hundred Dollars and No Cents (\$43,500.00).*

***BE IT FURTHER RESOLVED** that the Council of the Borough of Matawan herewith authorizes the Mayor to execute the attached 2013 Middlesex Road Water Storage Tank Improvements Project Engineering Agreement for professional services between the Borough of Matawan and T&M Associates.*

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 Budget Account W-06-55-559-200 of the Borough of Matawan to T&M Associates for professional engineering services in connection with contract administration and resident inspection for the 2013 Middlesex Road Water Storage Tank Improvements Project on behalf of the Borough of Matawan in an amount not to exceed Forty Three Thousand Five Hundred Dollars and No Cents (\$43,500.00).

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

Chief Financial Officer

(Signature on File)

Monica Antista, CMFO

Dated: October 15, 2013

ENGINEERING AGREEMENT

THIS AGREEMENT, made this 15th day of October, 2013, by and between: BOROUGH OF MATAWAN, Monmouth County, NJ, with place of business at 201 Broad Street, Matawan, NJ hereinafter referred to as the "OWNER,"

AND

T&M ASSOCIATES, Consulting and Municipal Engineers, 11 Tindall Road, Middletown, NJ 07748, hereinafter referred to as the "ENGINEER."

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WITNESSETH, whereas it is the intention of the OWNER to engage the services of the ENGINEER to undertake and complete necessary and essential professional engineering services in connection with contract administration and resident inspection for the MIDDLESEX ROAD WATER STORAGE TANK IMPROVEMENTS Project (Project No. 1329001-NEW), hereinafter referred to as the "PROJECT" in the Borough of Matawan for the OWNER; and

WHEREAS, it is the intention of the OWNER that this project be funded with loan assistance from the New Jersey Environment Infrastructure Financing Program pursuant to N.J.A.C. 7:22-3.1 et seq., the New Jersey Environmental Infrastructure Trust Loan pursuant to N.J.A.C. 7:22-4.1 et seq., and all applicable interim and final rules and regulations published in the New Jersey Register.

NOW, THEREFORE, in consideration of these premises, and of the mutual covenants and premises hereinafter contained, the OWNER and ENGINEER hereby agree as follows:

SECTION A - ENGINEERING SERVICES

The ENGINEER agrees to perform the various professional engineering services required for contract administration and resident inspection during the construction phase of the PROJECT. The ENGINEER agrees to serve as the OWNER's professional engineering representative in all phases of this project, including, but not limited to, meetings, construction inspection and contract administration, and reviews by authorized groups or agencies. The ENGINEER shall give consultation and advice to the OWNER during the performance of his services and shall assist the OWNER in the preparation of applications and supporting documents for governmental loans or advances in connection with the Contract.

SECTION 1 - GENERAL SCOPE OF SERVICES

1.1 Contract Administration and Resident Inspection

1.1.1 The ENGINEER shall furnish additional copies of plans, specifications, and contract documents, as required by prospective bidders, material suppliers, and other interested parties, but may charge said parties for actual cost of such additional copies. The OWNER shall advertise for receipt of bids and shall award the Contract based on the Engineer's recommendations. Upon award of the Contract, the ENGINEER will furnish the OWNER five sets of plans, specifications, and Contract Documents for execution; the cost of these sets being included in the basic compensation paid to the ENGINEER.

1.1.2 The ENGINEER will attend the bid opening and tabulate the bid proposals, make analysis of bids, and make recommendations for awarding contracts for construction.

1.1.3 The ENGINEER will check and approve any necessary shop and work drawings furnished by contractors.

1.1.4 The ENGINEER shall provide horizontal and vertical control for all structures in the form of benchmarks or reference points to be used by the contractor in staking the construction.

1.1.5 The ENGINEER shall endeavor, when performing the services set forth in this agreement, to observe as an experienced and qualified design professional, the progress and quality of the executed work of contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. ENGINEER's efforts will be directed toward providing a greater degree of confidence for the OWNER that completed work of contractor will conform to the contract documents, but the ENGINEER shall not be responsible for the failure of the contractors to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the ENGINEER shall keep the OWNER informed on the progress of the work, shall endeavor to guard the OWNER against defects and deficiencies in such work, and may disapprove or reject work failing to conform to the Contract Documents.

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1.1.6 Whenever the ENGINEER considers it is necessary or advisable to ensure the proper carrying out of the intent of the Contract Documents, the ENGINEER shall notify the OWNER of any necessity to stop work or require special examinations or testing of the work (whether fabricated, installed, or completed), and if the OWNER so directs, the ENGINEER shall act as the OWNER's representative as to the same.

1.1.7 The ENGINEER will review requisitions submitted by contractors for progress and final payments. Based on his on-site observations as an experienced and qualified design professional, and on his review of contractor's periodic applications for payment and supporting data, the ENGINEER shall determine, as often as necessary, the amount owing to the contractor and certify, in writing, to the OWNER whether payment is due to the contractor in such amounts. Such certificates for payment shall constitute a representation to the OWNER, based on the ENGINEER's observations and review, that the work has progressed to the point indicated and that, to the best of his/her knowledge, information and belief, the quality of work is in accordance with the Contract Documents. By issuing certificate of payment, the ENGINEER shall not be deemed to represent that he has made any examination to ascertain how or for what purpose the contractor has used the monies paid or the amount of the contract sum.

1.1.8 The ENGINEER shall conduct, in company with the OWNER, a final inspection of the project for compliance with the design plans, Contract Documents, and all change orders approved by the OWNER, and shall certify, in writing, to the OWNER whether final payment is due to the contractor.

1.1.9 The ENGINEER shall supply sufficient resident inspector(s) on a full-time/part-time basis for each work phase of the project to perform field inspection of the construction work. The ENGINEER will provide Resident Inspectors, as required, to adequately inspect the contractor's work effort and his compliance with the requirements of the specifications, including environmental and cultural resource protection.

1.1.10 The ENGINEER shall supply sufficient technical personnel to perform the required office engineering services for contract administration.

1.1.11 This Agreement calls for a total of 318 man-hours to be provided for inspection and contract administration services.

1.1.12 One year from the completion of construction, the ENGINEER shall conduct an inspection of the project for compliance with the project performance standards, and shall certify, in writing, to the OWNER, whether the project is in compliance or corrective actions must be undertaken.

1.1.13 The ENGINEER will prepare a set of Record Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant. One set of reproducible (mylar) and one set of paper prints of the Record Drawings will be furnished to the OWNER.

1.1.14 The ENGINEER shall review and approve operation and maintenance data provided by the Contractor. Operation and maintenance instruction shall be reviewed for compliance with the project design intent. Supplementary operating instructions will be provided in addition to contractor furnished data to integrate systems with OWNERS existing operating facilities.

SECTION 2 - COMPENSATION FOR ENGINEERING SERVICES

2.1.1 The ENGINEER shall submit invoices and vouchers for professional engineering services performed hereunder to the OWNER as follows:

Monthly vouchers shall be submitted indicating the amount of actual time expended by the ENGINEER on the project during the past one month period.

2.1.2 The OWNER shall pay the ENGINEER the amount of each invoice and voucher within 45-days of the date of receipt of each invoice and voucher.

2.1.3 All professional services outlined in Section 1.1 herein, dealing with the construction portion of the work, will be compensated and billed monthly based hourly rates listed in the attached

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billing rate schedule. These values cannot be changed without a formal contract amendment as outlined in Section 5.1. Estimated budget for services covered under this Agreement is \$43,500.00. This estimated budget will not be exceeded without prior written approval of the OWNER.

2.1.4 The performance of contract work shall commence upon the signing of this Agreement and shall terminate ONE YEARAFTER COMPLETION OF THE WORK.

SECTION 3 – OWNER’S RESPONSIBILITIES

The OWNER shall:

- 3.1 Provide all criteria and full information as to its requirements on the project.*
- 3.2 Assist the ENGINEER by placing at his disposal all available written data pertinent to the site of the project, include previous reports, and other data affecting the design and/or construction of the project to which the OWNER has access.*
- 3.3 Furnish the ENGINEER with available data on property boundary, right-of-way, topographic and utility surveys, all of which the ENGINEER will rely on.*
- 3.4 Guarantee access to property and make all provision for the ENGINEER and to public and private lands as required for the ENGINEER to perform the services under this Agreement.*
- 3.5 Examine all sketches, opinions of the construction cost, and other documents presented by the ENGINEER to the OWNER and render, in writing, the OWNER's decision pertaining thereto within a reasonable time from the date of the ENGINEER's request so as not to delay the work of the ENGINEER. If any delays by the OWNER beyond a reasonable time do occur, the ENGINEER shall be granted a suitable extension of time for the completion of the work with the extent of the delay.*
- 3.6 Hold all required meetings, serve all required public and private notices, and set properly upon all matters not the responsibility of the ENGINEER, but necessary to development of the project, and pay all costs incidental thereto.*
- 3.7 Furnish the ENGINEER with a copy of any design or construction standards adopted by the OWNER which the ENGINEER shall be required to follow in the preparation of Contract Documents for the project.*
- 3.8 Designate, in writing, the person to act as the OWNER's representative with respect to engineering services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define policies and decisions with the respect of the services covered by this Agreement.*
- 3.9 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the work.*
- 3.10 Furnish or instruct the ENGINEER to provide, at the OWNER's expense, necessary additional services as stipulated in sections of this Agreement, or as required for completion of the project and approved in writing by the OWNER.*

SECTION 4 – ADDITIONAL SERVICES AND PAYMENT THEREFORE

If authorized in writing by the OWNER, the ENGINEER agrees to furnish or obtain from others additional services of the following types which shall be paid for by the OWNER as hereinafter provided.

- 4.1.1 Redesign required by the OWNER after preliminary or final plans have been prepared by the ENGINEER and approved by the OWNER, provided said redesign is not required as a result of any negligence on the part of the ENGINEER in the preparation of the design.*

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4.1.2 Revisions or changes to reports, applications, permits, property surveys, descriptions, etc., required by the OWNER after the ENGINEER has prepared them (it) in accordance with basic engineering services described in the engineering agreement between the OWNER and ENGINEER in the preparation of said reports, applications, permits, property surveys, property descriptions, etc.

4.1.3 Redesigns or revisions or changes required because of inadequate, insufficient surveys, property descriptions, etc., furnished by the ENGINEER or due to the refusal of regulatory agencies to approve said matters because they do not meet their currently applicable requirements, are not to be considered additional services within the intent of this section and will not be paid for by the OWNER.

4.1.4 Appearances before courts or boards on matters of litigation related to the project.

4.1.5 Preparation of any other reports, studies, or documents which require engineering services not otherwise provided for in this Agreement, including, without limitation, services to be furnished by the OWNER hereunder.

4.2 Payment for additional services specified in this section shall be negotiated at the time of request for the additional services.

SECTION 5- GENERAL

5.1 This Agreement represents the entire agreement between the OWNER and ENGINEER. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

5.2 This Agreement and all of the covenants hereto shall inure to the benefit of assigns, and legal representatives, except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other party hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

ENGINEER:

BOROUGH OF MATAWAN

T&M ASSOCIATES

DATE

DATE

ATTEST:

ATTEST:

DATE

DATE

Mayor Buccellato read by title Resolution 13-10-22: Approving 2013 Best Practices Inventory. Councilwoman Angelini made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Gould
Councilwoman Clifton
Councilman Urbano
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-10-22
APPROVING 2013 BEST PRACTICES INVENTORY**

WHEREAS, New Jersey State's Fiscal Year 2013 Appropriations Act, PL 2011, c.85, requires the Division of Local Government Services to determine how much of each municipality's final 5% allocation of its Consolidated Municipal Property Tax Relief Act and Energy Tax Receipt aid will be disbursed based upon the results of a Best Practices Inventory (Inventory) to be completed by each municipality; and,

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WHEREAS, the Inventory is a constructive way to encourage municipalities to consider and embrace a range of best practices that will help improve financial accountability and transparency; and

WHEREAS, the Chief Financial Officer has previously certified the Inventory and submitted the results to the Governing Body for its review.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan hereby approves the 2013 Best Practices Inventory for the Borough of Matawan as certified by the Chief Financial Officer; and

BE IT FURTHER RESOLVED that the Municipal Clerk shall complete the 2013 Best Practice Public Meeting Certification Form and as required submits it to the Division of Local Government Services.

Mayor Buccellato read by title Ordinance 13-20: Amending Ordinance 13-15: An Ordinance to Fix and Determine the Salaries and Wages of Officers, Management, Supervisory Personnel and General Employees Not Represented by an Organized Bargaining Unit and Employed by the Borough of Matawan, Monmouth County, New Jersey. Mayor Buccellato requested a motion to introduce. Councilman Urbano made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Gould
Councilwoman Angelini
Councilman Urbano
Councilwoman Clifton

Motion passed. Public hearing will be November 7.

**ORDINANCE 13-20
AMENDING ORDINANCE 13-15
AN ORDINANCE TO FIX AND DETERMINE THE SALARIES AND WAGES OF OFFICERS,
MANAGEMENT, SUPERVISORY PERSONNEL AND GENERAL EMPLOYEES NOT REPRESENTED BY
AN ORGANIZED BARGAINING UNIT AND EMPLOYED BY THE
BOROUGH OF MATAWAN, MONMOUTH COUNTY, NJ**

Be it ordained by the Mayor and Council of the Borough of Matawan, in the County of Monmouth, NJ as follows;

Section 1. The annual salaries or compensations of the officers, management, supervisory personnel and general employees of the Borough of Matawan not covered by any organized bargaining unit, effective July 1, 2013, shall be as follows:

| <u>DEPARTMENT/TITLE</u> | <u>STATUS</u> | <u>PAYMENT CATEGORY</u> | <u>RANGE FROM</u> | <u>TO</u> |
|----------------------------|---------------|-----------------------------|-----------------------|-------------|
| <u>Finance/Tax Offices</u> | | | | |
| Tax Collector | Full Time | Annual | \$35,000.00 | \$50,000.00 |
| Tax Collector | Part Time | Annual | \$15,000.00 | \$30,000.00 |
| Tax Collector | Part Time | Hourly | \$35.00 | \$55.00 |

Section 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance shall be and the same are hereby repealed.

Section 3. If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

Section 4. This ordinance shall take effect upon final passage and publication as provided by law.

Mayor Buccellato read by title Resolution 13-10-23: Payment of Bills. Councilwoman Clifton made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Gould
Councilwoman Clifton
Councilman Urbano
Councilwoman Angelini

Motion passed.

**Borough of Matawan
Public Session
October 15, 2013**

**RESOLUTION 13-10-23
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>\$206,297.54</i> |
| <i>Water & Sewer</i> | <i>\$37,443.14</i> |
| <i>Borough Capital</i> | <i>\$1,200.00</i> |
| <i>Borough Trust</i> | <i>\$9,851.92</i> |
| <i>Developers Escrow Account</i> | <i>\$750.00</i> |
| Total | \$255,542.60 |

Privilege of the Floor

Mayor Buccellato opened the Privilege of the Floor.

Jeremiah E. Hourihan, Sr., 13 Edgewater Drive, Matawan. Mr. Hourihan questioned Mr. Keady with regard to Daniel Drive fire hydrants. Mr. Hourihan suggests when curbing is done to accommodate the hydrants set back from curb.

James Archibald, 96 Bel Aire Court, Matawan. Mr. Archibald represents the Matawan First Aid. The First Aid will hold the annual tree lighting ceremony on December 7 at 6:30 PM and requests the building be open. The Santa Claus runs will be held from December 16 to December 19 with December 20 left open for inclement weather. He ordered 1,200 lollipops at 40 cents/lollipop from Chocolate Village with a grand total \$480. Council offered to assume the cost.

Mayor Buccellato closed the Privilege of the Floor.

Adjournment

Mayor Buccellato requested a motion to adjourn. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. Council agreed. Motion passed.

Meeting adjourned at 7:30 PM.

Karen Wynne, RMC
Municipal Clerk