

**Borough of Matawan  
Workshop Session  
November 7, 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 November 7, 2013. The meeting was called to order at 7:00 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 Daly  
                  Councilwoman Gould  
                  Councilwoman Clifton  
                  Councilman Urbano

Councilman Fitzsimmons and Councilwoman Angelini were not present.

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

**Approval of Minutes**

Mayor Buccellato requested a motion to approve the minutes of July 2, 2013. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a voice vote. A voice vote was taken. Council agreed. Motion passed.

Mayor Buccellato requested a motion to approve the minutes of July 11, 2013. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a voice vote. A voice vote was taken. Council agreed. Motion passed.

Mayor Buccellato requested a motion to approve the minutes of July 29, 2013. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a voice vote. A voice vote was taken. Council agreed. Motion passed.

**Workshop Items – Alternative Energy Sources**

Mayor Buccellato asked the Council if they had interest in hearing from companies that offer alternative energy sources for municipalities where municipality provide reduced rate for electric to residents. Council agreed.

**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 13-20: Amending Ordinance 13-15; An Ordinance to Fix and Determine the Salaries and wages of Offices, Management, Supervisory Personnel and General Employees Not Represented by an Organized Bargaining Unit and Employed by the

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Borough of Matawan, Monmouth County, New Jersey. Mayor Buccellato requested a motion to open the public hearing. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. 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 Gould. Council agreed. Motion passed. Mayor Buccellato read by title on third and final reading Ordinance 13-20: Amending Ordinance 13-15; An Ordinance to Fix and Determine the Salaries and wages of Offices, Management, Supervisory Personnel and General Employees Not Represented by an Organized Bargaining Unit and Employed by the Borough of Matawan, Monmouth County, New Jersey, requesting a motion to adopt. Councilwoman Clifton made the motion, seconded by Councilman Urbano. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

**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>
<b><u>Finance/Tax Offices</u></b>				
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.*

**Consent Agenda**

Mayor Buccellato read by title Resolutions 13-11-02 through and including 13-11-11 requesting a motion to approve en masse. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

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**RESOLUTION 13-11-02  
REDEMPTION OF TAX SALE CERTIFICATE  
ACE PLUS  
CERTIFICATE #10-00039**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #10-00039 which was sold to Ace Plus, 1416 Avenue L, Brooklyn, NY 11230; and*

*WHEREAS, Certificate #10-00039 has been paid and fully redeemed for the property owner, Block 47.01, Lot 32 otherwise known as 34 Edgemere Dr.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$7,038.53 to the above for the redemption of Tax Sale Certificate #10-00039.*

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

**RESOLUTION 13-11-03  
REDEMPTION OF TAX SALE CERTIFICATE  
JIAN YANG  
CERTIFICATE #10-00074**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #10-00074 which was sold to Jian Yang, 144-90 41<sup>st</sup> Ave., Apt. #515, Flushing, NY 11355; and*

*WHEREAS, Certificate #10-00074 has been paid and fully redeemed for the property owner, Block 111, Lot 2 otherwise known as 7 Oak Lane.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$5,078.33 to the above for the redemption of Tax Sale Certificate #10-00074.*

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

**RESOLUTION 13-11-04  
REDEMPTION OF TAX SALE CERTIFICATE  
ACE PLUS, LLC  
CERTIFICATE #11-00038**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #11-00038 which was sold to Ace Plus, LLC, 1416 Avenue L, Brooklyn, NY 11230; and*

*WHEREAS, Certificate #11-00038 has been paid and fully redeemed for the property owner, Block 41, Lot 11, otherwise known as 921 Highway 34.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$83,057.70 and a Premium of \$19,000.00 to the above for the redemption of Tax Sale Certificate #11-00038.*

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

**RESOLUTION 13-11-05  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR PRO CAP II, LLC  
CERTIFICATE #12-00049**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00049 which was sold to US Bank Cust for Pro Cap II, LLC, US Bank TLSG, 50 S. 16<sup>th</sup> St., Suite 1950, Philadelphia, PA 19102; and*

*WHEREAS, Certificate #12-00049 has been paid and fully redeemed for the property owner, Block 47.02, Lot 28, otherwise known as 21 New Brunswick Ave.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,534.76 and a Premium of \$200.00 to the above for the redemption of Tax Sale Certificate #12-00049.*

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

**RESOLUTION 13-11-06  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR CRESTAR CAPITAL, LLC  
CERTIFICATE #12-00090**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00090 which was sold to US Bank Cust for Crestar Capital, LLC, TLSG, 50 S. 16<sup>th</sup> St., Suite 1950, Philadelphia, PA 19102; and

**WHEREAS**, Certificate #12-00090 has been paid and fully redeemed for the property owner, Block 120, Lot 5.01 Qualifier C428 otherwise known as 428 Sloan Court.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,005.09 and a Premium of \$100.00 to the above for the redemption of Tax Sale Certificate #12-00090.

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

**RESOLUTION 13-11-07  
PREMIUM ESCHEAT AFTER FIVE YEARS  
ASBURY BUS TERMINAL & INGENIOUS INTELLIGENCE BNC, INC.  
CERTIFICATE #050045**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #050045 was sold to Asbury Park Bus Terminal and then assigned to Ingenious Intelligence BNC, Inc.; and

**WHEREAS**, Certificate #050045, sold on December 28, 2005, for Block 96, Lot 1.03 otherwise known as Matawan Avenue; and

**WHEREAS**, in accordance with NJSA 54:5-33: Any premium payments shall be held by the collector and returned to the purchaser of the fee if and when redemption is made. If redemption is not made within five years from date of sale the premium payment shall be turned over to the treasurer of the municipality and become part of the funds of the municipality.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize the Chief Financial Officer to accept the premium in the amount of \$200.00 for the above premium of Tax Sale Certificate #050045.

**RESOLUTION 13-11-08  
PREMIUM ESCHEAT AFTER FIVE YEARS  
S&K PROPERTIES OF NJ, LLC  
CERTIFICATE #07-00017**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #07-00017 which was sold to S&K Properties of NJ, LLC; and

**WHEREAS**, Certificate #07-00017, sold on December 31, 2007, for Block 34, Lot 15 otherwise known as 26 Orchard St.; and

**WHEREAS**, in accordance with NJSA 54:5-33: Any premium payments shall be held by the collector and returned to the purchaser of the fee if and when redemption is made. If redemption is not made within five years from date of sale the premium payment shall be turned over to the treasurer of the municipality and become part of the funds of the municipality.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize the Chief Financial officer to accept the premium in the amount of \$2,000.00 for the above premium of Tax Sale Certificate #07-00017.

**RESOLUTION 13-11-09  
APPROVAL OF RAFFLE LICENSE  
MIDDLESEX COUNTY REGIONAL COUNCIL FOR THE ARTS DBA ARTS & EDUCATION CENTER  
50/50 CASH  
RL-637**

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**BE IT RESOLVED** by the Council of the Borough of Matawan that they hereby approve the raffle license for Middlesex County Regional Council for the Arts DBA Arts & Education Center.

Name & Location of Organization's Event  
Arts & Education Center  
154 Main Street, Suite 102  
Matawan, New Jersey 07747

Date & Time  
May 16, 2014  
12:00 Noon to 3:00 PM

**RESOLUTION 13-11-10  
APPROVAL OF RAFFLE LICENSE  
TRINITY EPISCOPAL CHURCH  
GIFT RAFFLE  
RL-638**

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

Name & Location of Organization's Event  
Trinity Episcopal Church  
18 Ryers Lane  
Matawan, New Jersey 07747

Date & Time  
December 22, 2013  
12:00 Noon

**RESOLUTION 13-11-11  
RELEASE OF PERFORMANCE BOND FOR  
MOSHIUR RAHMAN  
131 MAIN STREET - BLOCK 9, LOT 27**

**WHEREAS**, on November 8, 2011, Planning/Zoning Engineer, Philip A. Haderer, PE, CME of T&M Associates, set the Performance Bond for Block 9, Lot 27 at Thirty Eight Thousand Seven Hundred Seventy Two Dollars and No Cents (\$38,772.00) and a Cash Bond at Four Thousand Three Hundred Eight Dollars and No Cents (\$4,308.00); and

**WHEREAS**, in accordance with Mr. Rahman's request, after inspection and upon T&M Associates' recommendation, Resolution 13-08-22 reduced the Performance Bond amount from its original amount to Eleven Thousand Six Hundred Thirty One Dollars and Sixty Cents (\$11,631.60) as well as reduced the cash escrow from its original amount to One Thousand Two Hundred Ninety Two Dollars and Forty Cents (\$1,292.40); and

**WHEREAS**, pursuant to Mr. Rahman's request to release the Performance Bond, T&M Associates letter of September 10, 2013 performed a final inspection noting all improvements complete, and recommended the release of the Performance Bond subject to the posting of a two year Maintenance Bond in the amount of Five Thousand Three Hundred Eight Five Dollars and No Cents (\$5,385.00); and

**WHEREAS**, in accordance with Mr. Rahman's request and upon T&M Associates recommendation all remaining monies in escrow totaling Two Thousand Five Hundred Thirty Nine Dollars and Forty One Cents (\$2,539.41) as well as a cash deposit made by Mr. Rahman in the amount of Two Thousand Eight Hundred Forty Five Dollars and Fifty Nine Cents (\$2,845.59) for a total of Five Thousand Three Hundred Eighty Five Dollars and No Cents (\$5,385.00) will satisfy the two year Maintenance Bond requirement; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the Borough of Matawan hereby approves the release of the Performance Bond, in the amount of Eleven Thousand Six Hundred Thirty One Dollars and Sixty Cents (\$11,631.60).

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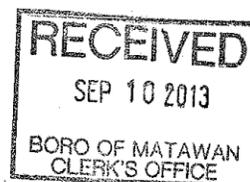
Eleven Tindall Road, Middletown, New Jersey 07748-2792  
(732) 671-6400 \* fax (732) 671-7365 \* www.tandmassociates.com



MWPB-R0271

September 10, 2013

Karen Wynne, Borough Clerk's Office  
Borough of Matawan  
201 Broad Street  
Matawan, New Jersey 07747



**Re: Moshiur Rahman  
131 Main Street; Block 9 Lot 27  
Application for Variance  
Performance Bond Release**

Dear Ms. Wynne:

As requested this office has made an inspection for the above-referenced application and noted the improvements are complete and, therefore, recommends the release of the performance guarantee, subject to the posting of a two-year maintenance guarantee. Listed below are the bond specifics:

**Performance Guarantee:**

Bond Amount	\$ 38,772.00
Cash	\$ 4,308.00

**Total Original Performance Guarantee** \$ 43,080.00

**Two-Year Maintenance Guarantee**

15 percent of Cost of Improvements \$ 5,385.00

If you have any questions or require additional information concerning this matter, please advise.

Very truly yours,

T&M ASSOCIATES

PHILIP A. HADERER, P.E., C.M.E.  
BOROUGH OF MATAWAN  
PLANNING/ZONING BOARD ENGINEER

PAH:RDM:dk

cc: John T. Quinn, Construction Official  
Michael Irene, Esq., Board Attorney  
Kenneth Cassidy, Board Chairman  
Moshiur Rahman, 105 Stevenson Drive, Marlboro, NJ 07746 (via email: mr1719@att.com)  
Richard Karl Heuser, P.E., P.L.S., 307 Main Street, Matawan, NJ 07747  
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**New Business**

Mayor Buccellato read by title Resolution 13-11-12: Award of Contract – Storm Damage Repairs at Various Locations. Mayor Buccellato requested a motion. Councilwoman Clifton made the motion, seconded by Councilman Urbano. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

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**RESOLUTION 13-11-12  
AWARD OF CONTRACT  
FOR STORM DAMAGE REPAIRS AT VARIOUS LOCATIONS**

*WHEREAS, the Borough of Matawan previously authorized the receipt of bids for Storm Damage Repairs at Various Locations; and*

*WHEREAS, pursuant to law the Borough of Matawan solicited bids for the Storm Damage Repairs at Various Locations; and*

*WHEREAS, the Borough of Matawan received two (2) bids for the aforesaid contract; and*

*WHEREAS, Precise Construction, Inc. has submitted the low bid of One Hundred Forty Six Thousand Four Hundred Sixty Three Dollars and Ninety Two Cents (\$146,463.92); and*

*WHEREAS, the Borough Engineer, Robert Keady of T&M Associates, has reviewed, approved and recommended Precise Construction, Inc. for the aforesaid bid.*

***NOW, THEREFORE, BE IT RESOLVED*** by the Council of the Borough of Matawan that the contract for the Storm Damage Repairs at Various Locations be and is hereby awarded to Precise Construction, Inc., 1016 Highway 33, Freehold, New Jersey 07728 for the amount as indicated above and in accordance with all bid specifications, contracts and documents, commencing twenty (20) days after publication, and subject to certification by the Chief Financial Officer that funds are available, review and approval of bid documents by the Borough Attorney and approval of the New Jersey Department of Labor, Division of Wage and Hour Compliance, approval of the New Jersey Department of Transportation and the Mayor is hereby authorized to execute any necessary documents to implement the aforesaid award of contract, commencing twenty (20) days after publication.

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Eleven Tindall Road, Middletown, New Jersey 07748-2792  
(732) 671-6400 \* fax: (732) 671-7365 \* www.tandmassociates.com



MATN-02780

November 7, 2013

*Via email and First Class Mail*

Louis Ferrara  
Borough Administrator  
Borough of Matawan  
201 Broad Street  
Matawan, NJ 07747

**Re: Storm Damage Repairs at Various Locations – Re-Bid  
Review of Bids and Recommendation of Award**

Dear Mr. Ferrara:

On Thursday, November 7, 2013, bids were received for the re-bid of the above referenced project. A detailed bid summary is attached. The following is a list of the bidders and their respective bids:

<u>Bidders</u>	<u>Total Bid</u>
Precise Construction, Inc.	\$ 146,463.92
CMS Construction, Inc.	\$ 212,288.92

The apparent low bidder is Precise Construction, Inc., 1016 Highway 33, Freehold, New Jersey 07728. We recommend award to the low bidder, Precise Construction, Inc. in the amount of \$146,463.92.

Award of the project should be made subject to the review and approval by the Borough Attorney and subject to certification of the availability of funds.

I have attached a bid summary for your records. If you have any questions or require additional information, please call.

Very truly yours,

T&M ASSOCIATES

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

RRK:PSN:lkc  
Enclosures

- c: Paul Buccellato, Mayor
- Karen Wynne, Clerk (via email with copies of bid packages)
- Pasquale Menna, Attorney (via email with copies of bid packages)
- Monica Antista, CFO via email

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Mayor Buccellato read by title Resolution 13-11-13: Authorizing an Agreement Between the Borough of Matawan and Sun Pacific Power Corporation for New Bus Shelters. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

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**RESOLUTION 13-11-13  
AUTHORIZING AN AGREEMENT BETWEEN  
THE BOROUGH OF MATAWAN AND  
SUN PACIFIC POWER CORPORATION  
FOR NEW BUS SHELTERS**

**WHEREAS**, Sun Pacific Power Corporation (SPPC), at its own cost and expense, seeks to purchase, install and maintain New Jersey Transit bus shelters that will provide digital advertising and lighting powered through the installation of solar photovoltaic panels ; and

**WHEREAS**, the Municipality is desirous of having said shelters installed at various locations.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the Borough enter into the attached Agreement with Sun Pacific Power Corporation, and hereby authorizes Mayor Paul Buccellato to execute this Agreement on behalf of the Borough of Matawan.

**AGREEMENT BETWEEN  
SUN PACIFIC POWER CORPORATION AND THE BOROUGH OF MATAWAN**

**THIS AGREEMENT** dated November 7, 2013, by and between Sun Pacific Power Corp., a New Jersey corporation with business offices located at 153 Freehold Road, Manalapan, New Jersey 07726 (hereinafter "SPPC") and Borough of Matawan 201 Broad Street Matawan, NJ 07747, with municipal offices located 201 Broad Street Matawan, NJ 07747 (hereinafter "Municipality").

**WHEREAS**, SPPC is engaged in the business of providing "Green Energy" solutions through renewable energy products to a variety of industries, and

**WHEREAS**, SPPC seeks to install and maintain New Jersey Transit bus shelters that will provide digital advertising and lighting powered through the installation of solar photovoltaic panels, and

**WHEREAS**, the Municipality is desirous of having New Jersey Transit bus shelters installed at various locations;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Agreement, the sufficiency and adequacy of which are acknowledged by both Parties, the Parties agree as follows:

**ARTICLE 1. BUS SHELTER INSTALLATION**

1.1. The Municipality will identify all of the lawfully designated New Jersey Transit bus stops within the Municipality which will be made available exclusively to SPPC for the installation of bus shelters. A list of the bus stops shall be annexed hereto as Schedule "A". At the time of each installation, SPPC will conduct its due diligence and shall, in its sole discretion, determine the suitability of each site for the installation of bus shelters.

1.2. SPPC shall, at its own cost and expense, purchase and install the bus shelter structure, including any necessary foundation and/or concrete slab, solar panels, batteries, digital video advertising & static panels, LED lighting, and benches at those areas designated by the Municipality. To the extent required, SPPC will be responsible for obtaining any right-of way or easement for the installation of the bus shelter. Upon SPPC obtaining the necessary permits for the construction of the bus shelter, SPPC will complete the installation within five days of its commencement of the construction.

1.3. SPPC shall be solely responsible for any and all costs for the preparation of the site upon which the bus shelter will be located.

1.4. SPPC shall own the bus shelters and shall construct and install the bus shelters in compliance with all Federal, State and Municipal laws, ordinances, and regulations.

1.5. The power necessary to run the bus shelter lighting and digital advertisement system shall be generated through the use of a solar panel array installed and direct grid power as part of the bus shelter structure.

**ARTICLE 2. BUS SHELTER ADVERTISEMENT**

2.1. SPPC will utilize digital panels for the purpose of selling advertising space. SPPC agrees that the advertising display will not include political, sexual, obscene or violent oriented content. Tobacco or alcohol related advertisements shall not be included within any display where a shelter is located within five hundred feet of a school or house of worship. The Municipality shall have the right of disapproval over advertising it deems offensive. SPPC will provide advertising space for public notices, Amber Alert and other similar notices, and bus delay notices.

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- 2.2. All revenue generated from the bus shelter advertising shall be paid to SPPC.
- 2.3. SPPC shall operate and maintain the bus shelters for a period of ten (10) years from the date of this Agreement. At the conclusion of said term, SPPC shall have the exclusive option to renew the term for an additional ten (10) year period. If SPPC desires not to exercise its renewal option, it shall remove the bus shelter at its own cost and expense. In the event SPPC does not exercise its renewal option, the Municipality shall have the right to take over the use and maintenance of the shelters upon written notice to SPPC advising of the same.

**ARTICLE 3. INSURANCE**

**3.1.SPPC's Insurance.**

(a) **General Liability.** SPPC shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of one million dollars (\$1,000,000) per occurrence and in the aggregate, endorsed to provide liability in said amount, specifically covering SPPC's obligations under this Agreement and naming the Municipality as an additional insured; and

(b) **Workers Compensation Insurance.** SPPC, if it has employees, shall also maintain at all times during the Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of law.

(c) **Business Auto Insurance.** SPPC shall maintain at all times during the Term business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence and in the aggregate.

(d) **Construction All-Risk Insurance.** SPPC shall maintain or cause to be maintained during the construction of the bus shelters prior to the operation date, construction all-risk form property insurance covering the bus shelter installed during such construction periods.

(e) **Subcontractor Insurance.** SPPC shall require all of its subcontractors with access to the SPPC's property and the bus shelter site to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not less than one million dollars (\$1,000,000); (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence and in the aggregate. All subcontractors shall name SPPC as an additional insured to insurance carried pursuant to clause (i), clause (ii) (for the employers' liability portion only), and clause (iii). All subcontractors shall provide a primary endorsement and a waiver of subrogation to SPPC for the required coverage.

(f) **Evidence of Insurance.** Within ten (10) Days after execution of the Agreement and upon annual renewal thereafter, SPPC shall deliver to the Municipality certificates of insurance evidencing such coverage. These certificates shall specify that the Municipality shall be given at least thirty (30) Days prior written notice by the insurer in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of the Municipality. Any other insurance maintained by SPPC is for the exclusive benefit of SPPC and shall not in any manner inure to the benefit of the Municipality. SPPC shall also comply with all insurance requirements by any solar or other incentive program administrator or any other applicable authority.

**ARTICLE 4. INDEMNIFICATION.**

4.1. SPPC (the "Indemnifying Party") shall indemnify, defend and hold harmless the Municipality and its Affiliates, directors, officers, employees and agents (the "Indemnified Party") from and against all claims, demands, losses, liabilities, penalties, damages, and expenses, including attorneys' fees and expert witness fees, for bodily injury, sickness, disease or death to any person and/or damage to property, including, without limitation damage to the bus shelter arising out of, resulting from, or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents.

**Nothing in this Section 4 shall enlarge or relieve either Party of any liability to the other for any breach of this Agreement or for the negligence or willful misconduct of the Municipality.**

Promptly after receipt by the Indemnified Party of any claim, allegation, or notice of the commencement of any action, administrative, or legal proceeding, or investigation, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall thereafter immediately assume the defense thereof with counsel acceptable to the Indemnified Party.

**If the Indemnifying Party fails to assume the defense of any claim, allegation, or notice, the Indemnified Party may at the expense of Indemnifying Party contest, settle, or pay such claim.**

**ARTICLE 5. MAINTENANCE AND OPERATION**

**5.1. SPPC's General Responsibilities.**

5.1.1. SPPC shall have exclusive possession and control of the bus shelter and shall, at its own cost and expense, operate, maintain and repair the bus shelter in accordance with all laws and regulations of any applicable governmental authority.

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5.1.2. SPPC shall use reasonable efforts to maintain the bus shelter in proper and serviceable condition, and shall take reasonable steps and precautions for maintaining the bus shelter, excluding the removal of snow and ice from the sidewalk and adjacent to the bus shelter and the concrete slab upon which the bus shelter will be installed. SPPC shall keep the digital and all advertising display panels and the shelter structure clean.

5.1.3. SPPC shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the bus shelter. If SPPC becomes aware of any circumstances relating to the bus shelter that create an imminent risk of damage or injury to any person or any person's property, SPPC shall take prompt, reasonable action to prevent such damage or injury and shall give the Municipality emergency contact identified on Schedule "A" hereto notice of such condition.

5.1.4. SPPC shall comply, at its sole cost, with all applicable operational standards and requirements imposed by New Jersey Transit or any governmental authority.

5.1.5. SPPC shall ensure that the bus shelter structure shall contain material that is resistant to vandalism and weathering and that all glass as part of the bus shelter structure shall be composed of safety glass material which will prohibit injury to the public in the event of breakage.

**ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1 **SPPC's Warranties and Representations.** SPPC represents and warrants as follows:

(a) SPPC is a legal entity, duly organized, validly existing, and in good standing under the laws of the State of New Jersey,

(b) SPPC has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement. The execution, delivery and performance of this Agreement by SPPC has been duly authorized by all requisite action, and will not violate any agreement, commitment, certificate, or other document to which it is a party or by which any of its assets may be bound or affected.

(c) This Agreement has been duly executed and delivered by SPPC and is a legal, valid and binding obligation of SPPC enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(d) **OTHER THAN THOSE WARRANTIES AND GUARANTIES EXPRESSLY SET FORTH IN THE TERMS OF THIS AGREEMENT, SPPC MAKES NO WARRANTIES AND GUARANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES AND GUARANTIES ARE EXPRESSLY DISCLAIMED BY SPPC AND WAIVED BY THE MUNICIPALITY.**

**ARTICLE 7. ASSIGNMENT**

7.1 Upon written notice to and approval by the Municipality, which is not to be unreasonably withheld, his Agreement or any or all of SPPC's rights, title, and interest under this Agreement, may be assigned by SPPC.

7.2 Upon written notice to and approval by the Municipality, which is not to be unreasonably withheld, SPPC may sell the bus shelters to any individual or entity.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

8.1 **Applicable Law.** This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of laws.

8.2 **SPPC Default.** In the event of default by SPPC which is not cured within thirty (30) days of its receipt of written notice of such default, Municipality shall have the right to terminate this Agreement and exercise all remedies available at law or equity from a Court of competent jurisdiction.

8.3 **Municipality's Default.** In the event of default by Municipality, which is not cured within thirty (30) days of its receipt of written notice of such default, SPPC may, without election of remedies may terminate this Agreement and exercise all remedies available at law or equity from a Court of competent jurisdiction.

8.4 **Headings.** Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.5 **Severability.** In the event that any provision of this Agreement shall be determined to be superseded, invalid or otherwise unenforceable pursuant to applicable law, such determination shall not affect the validity of the balance of this Agreement, and the remaining provisions shall be enforced as if the invalid provision was deleted.

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**8.6 Entire Agreement, Amendments and Waivers**

8.6.1 This Agreement contains the entire agreement of the parties and supersedes all other representations, agreements and understandings, oral or otherwise, between the parties with respect to the matters contained herein.

8.6.2 No action, failure to act or knowledge of the Parties shall be deemed to constitute a waiver of any right or remedy hereunder, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercises of any other power, right or remedy. Any waiver or consent respecting any covenant, representation, warranty or other term of provisions of this Agreement shall be effective only in the specified instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of a Party at any time to require performance of, or to exercise its rights with respect to, any representation, warranty, covenant or other term or provision of this Agreement in no manner shall affect its right at a later time to enforce any such provision. This Agreement shall not be amended nor shall any right hereunder be deemed waived except by a written agreement expressly setting forth the amendment or waiver and signed by the party against whom such amendment or waiver is sought.

8.7 **Further Assurances.** Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Agreement if the request from the other Party is reasonable.

8.8 **Notices.** Any notices required pursuant to the terms of this Agreement shall be made by certified mail, return receipt requested, or by fax transmission to the following:

*If to SPPC:*  
Mr. Nicholas Campanella  
Sun Pacific Power Corp.  
153 Freehold Road  
Manalapan, New Jersey 07726

*If to the Municipality:*  
Borough of Matawan  
201 Broad Street,  
Matawan, NJ 07747  
Attn: Administrator

*With a copy to:*  
William R. Kugelmann, Esq.  
Powell & Roman, LLC  
131 White Oak Lane  
Old Bridge, New Jersey 08857

*With a copy to:*  
Borough of Matawan Attorney  
201 Broad Street,  
Matawan, NJ 07747

8.9 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

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

ATTEST:

SUN PACIFIC POWER CORP.

\_\_\_\_\_

By: \_\_\_\_\_  
Nicholas B. Campanella,  
President

ATTEST:

BOROUGH OF MATAWAN

\_\_\_\_\_

Karen Wynne, RMC  
Municipal Clerk

By: \_\_\_\_\_  
Mayor Paul Buccellato

Mayor Buccellato asked for motion to hold Resolution 13-11-14: Authorizing a Communications Site Lease Agreement by and between the Borough of Matawan and New York SMSA Limited Partnership DBA Verizon Wireless. Councilwoman Clifton made the motion, seconded by Councilwoman Urbano. Mayor Buccellato requested a voice vote. Council agreed. Motion passed.

Mayor Buccellato read by title Resolution 13-11-15: 2014 Reorganization Meeting of the Governing Body. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly

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Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

**RESOLUTION 13-11-15  
2014 REORGANIZATION MEETING OF THE GOVERNING BODY**

***BE IT RESOLVED** by the Governing Body of the Borough of Matawan that the reorganization of the Mayor and Council of the Borough of Matawan is hereby scheduled for Wednesday, January 1, 2014 at 12:00 Noon in the Matawan Community Center, 201 Broad Street, Matawan, New Jersey.*

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

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

Mayor Buccellato read by title Resolution 13-11-16: Fair and Open Request for Qualifications for Professional Services and to Direct the Clerk to Advertise for Requests for Qualifications Under the Fair and Open Process. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

**RESOLUTION 13-11-16  
FAIR & OPEN REQUEST FOR QUALIFICATION FOR PROFESSIONAL SERVICES AND TO DIRECT THE  
CLERK TO ADVERTISE FOR REQUESTS FOR QUALIFICATIONS UNDER THE FAIR & OPEN PROCESS**

***WHEREAS**, the Borough of Matawan has elected to undertake the appointment of professionals pursuant to the State authorized Fair and Open Process promulgated by the State of New Jersey for professional services for various professionals for the Borough of Matawan; and,*

***WHEREAS**, the statutory enactment of the Fair and Open Process is guided by the rules and regulations adopted by the State under NJSA 19:44-A20, et seq; and,*

***WHEREAS**, the Governing Body has determined that all professional appointments and candidates who answer and Requests for Qualification for appointments will not include any remuneration as employees of the Borough of Matawan, but all professionals shall be subcontractors of the Borough of Matawan, and that the municipality and will not provide any pension contribution to any of its professionals as part of remuneration; and,*

***WHEREAS**, it is the sense of the Governing Body that professional appointments are confidential appointments of the Governing Body; and therefore, it is the desire of the Council to solicit more candidates for various positions of professional appointments, so that the Council can make a determination submitted under the Requests for Proposals that will be proffered to the Fair and Open Process.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that it acts as follows:*

1. *The Clerk is authorized and empowered to advertise for Requests for Qualifications, pursuant to the Fair and Open.*

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*Borough of Matawan  
201 Broad Street, Matawan New Jersey 07747*



**Karen Wynne, RMC  
Municipal Borough Clerk  
(732) 566-3898 ext. 602  
Fax (732) 290-7585  
[karen.wynne@matawanborough.com](mailto:karen.wynne@matawanborough.com)**

**Criteria for Submission of Qualifications for Professional Contracts  
Under the Fair and Open Process**

**NOTICE IS HEREBY GIVEN**, for all applications in positions set forth more fully in a notice of publication authorized by the Governing Body of the Borough of Matawan, for submission of qualifications that shall take into consideration the following factors which will be weighed by the governing body of the Borough of Matawan or by the Unified Planning and Zoning Board of Adjustments in the case of the Planning/Zoning Professionals, as the basis of an award for professional services most advantageous to the Borough of Matawan:

Each interested firm shall submit a proposal containing the following information:

1. Name of Firm;
2. Address of principal place of business and all attorneys or firm's offices and corresponding telephone and fax numbers. Please note specifically which attorney(s) will be assigned to work with the Borough;
3. Rate Schedule for all Personnel (Secretarial, Clerical and the like are not reimbursable);
4. Areas of Practice;
5. Description of firm's attorneys' education, experience, qualifications, number of years with the firm or other firms and a description of their experience with projects similar to those described above;
6. Experience related to representation of public entities and knowledge and experience with the Borough of Matawan;
7. The firm's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
8. Any other information that the interested firm deems relevant;
9. A copy of the firm's New Jersey Business Registration Certificate;
10. A completed Statement of Ownership form;
11. A completed Public Disclosure Statement;
12. A certificate of insurance issued by a producer or insurer, showing professional liability coverage for at least \$500,000/\$1,000,000. The certificate should show the Borough of Matawan as the certificate holder. The certificate should provide that the insurer will endeavor to send a notice to the certificate holder if coverage is cancelled prior to the policy expiration date. (If the firm's proposal is accepted by the Borough and coverage expires during the term of the contract, the firm will be required to provide a renewal certificate of insurance, showing a retroactive date no later than the inception date of the contract, thereby evidencing continuous coverage during the term of the contract.); and,
13. A clear and concise statement of hourly fees for all legal work to be undertaken, and where is applicable, the amount of same and what services are included in retainer.

**Selection Criteria**

The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the firm and the individual(s) who will perform the tasks;
2. Experience of the firm and the individual(s) who will perform the tasks;
3. References for the firm and the individual(s) who will perform the tasks; and
4. The firm's ability to perform the tasks in a timely fashion, including staffing and familiarity with the municipality.

Selection of professionals shall be solely on the governing body's evaluation of the submitted material in the criteria set forth in this document.

Applicants must submit all materials (including one (1) hard copy plus six (6) CDs copies) in a sealed envelope addressed to the Municipal Clerk of the Borough of Matawan, 201 Broad Street, Matawan, NJ 07747, and shall be received on or before Tuesday, December 10, 2013 at or before 2:00 PM.

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*Matawan  
Public Notice*

**SOLICITATION OF RESPONSES TO REQUEST FOR QUALIFICATIONS**

*NOTICE IS HEREBY GIVED that the Borough of Matawan is accepting response to request for qualifications for the Borough of Matawan during the year 2014:*

- Borough Attorney*
- Borough Bond Attorney*
- Borough Labor Attorney*
- Borough Auditor*
- Borough Engineer/Planner*
- Borough Redevelopment Attorney*
- Borough Redevelopment Planner*
- Planning/Zoning Board Attorney*
- Planning/Zoning Board Engineer/Planner*

*All responses shall be submitted to Karen Wynne, Borough Clerk, Borough of Matawan, 201 Broad Street, Matawan, NJ 07747 no later than 2:00 PM, Tuesday, December10, 2013.*

*Responses shall be submitted in the following manner: one (1) printed copy and six (6) copies submitted in electronic format (CD). All responses are to be clearly labeled which shall include the following information: Borough of Matawan, Name and Address of Respondent, Year and Position (or Appointment Respondent is applying for), and Date of Response.*

*Responses are being solicited in accordance with fair and open process as set forth by PL 2004, Chapter 19 (as amended by PL 2005, c 51) NJSA 19:44-20.4 et seq. An overview of the law may be obtained on <http://www.njgov/dca/gs/p2p>.*

*A copy of the request for qualifications document may be obtained at the Office of the Borough Clerk, Borough of Matawan, 201 Broad Street, Matawan, NJ during normal business hours or by contacting the Clerk at [karen.wynne@matawanborough.com](mailto:karen.wynne@matawanborough.com).*

*Karen Wynne, R.M.C.  
Municipal Clerk*

**PROPOSAL CHECKLIST**

*Items required  
(Owner's checkmarks)*

*Items submitted with proposal  
(Respondent's INITIALS)*

**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH PROPOSAL IS MANDATORY CAUSE FOR REJECTION OF PROPOSAL**

- Respondent's Proposal (including one (1) hard copy plus six CDs copies)
- Rate Schedule for all Personnel (Secretarial, Clerical and the like are not reimbursable);
- Copy of NJ Business Registration Certificate - Respondent
- Statement of Ownership
- Acknowledgement of receipt of addenda or revisions (if any)

**B. PREFERRED AT TIME OF PROPOSAL SUBMISSION, BUT MANDATORY WHEN INDICATED**

- Public Disclosure Statement (At least 10 days prior to award of contract)

**C. FAILURE TO SUBMIT THESE ITEMS AT TIME OF PROPOSAL MAY BE CAUSE FOR REJECTION OF PROPOSAL**

- Non-Collusion Affidavit
- Certificate of Professional Liability Insurance

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**THE UNDERSIGNED RESPONDENT HEREWITH  
SUBMITS THE DOCUMENTS INDICATED ABOVE**

PRINT NAME OF RESPONDENT: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH  
ALL ITEMS**

**STATEMENT OF OWNERSHIP**  
(NJSA 52:25-24.2)

The VENDOR is (check one):

- Individual       Partnership       PA       PC       LLC       LLP
- Corporation     Joint Venture     Other (specify): \_\_\_\_\_

I certify that:

- No individual person or entity owns a 10% or greater interest in the Vendor.

**OR**

- The names and addresses of all persons of entities who own a 10% or greater interest in the Vendor or any listed entities are as follows:

NAMES:	ADDRESSES:
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

- Check here if additional sheets are attached.
- Check here to certify that no person or entity, **except for those already listed above or on any attached sheets,** owns a 10% or greater interest in the Vendor or any listed entities.

NAME OF VENDOR: \_\_\_\_\_

SIGNED BY: X \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE:** If an entity owns a 10% or greater interest in the Vendor, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

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THESE ARE SAMPLES OF THE **ONLY** ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES. FAILURE TO SUBMIT ONE OF THESE DOCUMENTS **WITH THE PROPOSAL** WILL CAUSE YOUR PROPOSAL TO BE REJECTED. REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF MONMOUTH.

<i>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</i>	
<hr/>	
<i>Taxpayer Name:</i>	
<i>Trade Name:</i>	
<i>Address:</i>	
<i>Certificate Number:</i>	
<i>Date of Insurance:</i>	
<hr/>	
<i>For Office Use Only:</i>	

<i>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</i>	
<hr/>	
<i>TAXPAYER NAME:</i>	<i>TRADE NAME:</i>
<i>TAXPAYER IDENTIFICATION #</i>	<i>SEQUENCE NUMBER:</i>
<i>ADDRESS:</i>	<i>ISSUANCE DATE:</i>
<i>EFFECTIVE DATE:</i>	

G:\MUNICIPAL CLERK\Fair & Open Bidding\2014 Fair and Open Criteria Complete.doc

Mayor Buccellato read by title Resolution 13-11-17: Monmouth Municipal Joint Insurance Fund Membership Renewal. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

**RESOLUTION 13-11-17  
MONMOUTH MUNICIPAL JOINT INSURANCE FUND  
MEMBERSHIP RENEWAL**

**WHEREAS**, the Borough of Matawan is a member of the Monmouth Municipal Joint Insurance Fund; and

**WHEREAS**, the renewed membership terminates as of December 31, 2013 unless earlier renewed by agreement between the Municipality and the Fund; and

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*WHEREAS, the Municipality desires to renew said membership.*

*NOW THEREFORE, be it resolved as follows:*

- 1. The Borough of Matawan agrees to renew its membership in the Monmouth Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.*
- 2. The Mayor and Clerk shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part of hereof and to deliver same to the Monmouth Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.*

*This Resolution agreed to this 7<sup>th</sup> day of November, 2013 by a vote of:*

*Affirmative: Councilwoman Clifton  
Councilwoman Daly  
Councilwoman Gould  
Councilman Urbano*

*Absent: Councilwoman Angelini  
Councilman Fitzsimmons*

**AGREEMENT TO RENEW MEMBERSHIP  
IN THE MONMOUTH MUNICIPAL JOINT INSURANCE FUND**

*WHEREAS, the Monmouth Municipal Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq.; and*

*WHEREAS, the Borough of Matawan is currently a member of said Fund; and*

*WHEREAS, effective December 31, 2013, said membership will expire unless earlier renewed; and*

*WHEREAS, the Mayor and Council of the Borough of Matawan has resolved to renew said membership;*

*NOW THEREFORE, it is agreed as follows:*

- 1. The Borough of Matawan hereby renews its membership in the Monmouth Municipal Joint Insurance Fund for a three (3) year period, beginning January 1, 2014 and ending December 31, 2016\*.*
- 2. The Borough of Matawan hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Monmouth Municipal Joint Insurance Fund as from time to time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.*
- 3. The Borough of Matawan agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.*
- 4. In consideration of the continuing membership of the Borough of Matawan in the Monmouth Municipal Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the Borough of Matawan.*
- 5. Executed the 7<sup>th</sup> day of November, 2013 as the lawful and binding act and deed of the Borough of Matawan, which execution has been authorized by public vote of the governing body.*

*Honorable Paul Buccellato, Mayor*

*Attested by:*

*Karen Wynne, RMC  
Municipal Clerk*

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Mayor Buccellato read by title Resolution 13-11-18: Amending Resolution 13-10-16: Authorizing the Hiring of a Temporary Part-Time Assistant Property Maintenance Officer – Construction Department – Raymond Bassford. Mayor Buccellato requested a motion. Councilwoman Clifton made the motion, seconded by Councilman Urbano. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

**RESOLUTION 13-11-18  
AMENDING RESOLUTION 13-10-16  
AUTHORIZING THE HIRING OF A TEMPORARY PART-TIME  
ASSISTANT PROPERTY MAINTENANCE OFFICER  
CONSTRUCTION DEPARTMENT  
RAYMOND BASSFORD**

*WHEREAS, the Council has been advised that there is a need for a Temporary Part-Time Assistant Property Maintenance Officer within the Borough of Matawan; and,*

*NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan authorizes the hiring of Raymond Bassford as a Temporary Part-Time Assistant Property Maintenance Officer effective July 2, 2013 at \$28.00 per hour on an as needed basis pursuant to the Construction Official not to exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) per annum, until such time as a permanent hire is made, pending receipt of Certification as to Available Funding from the Chief Financial Officer.*

Mayor Buccellato read by title Resolution 13-11-19: Authorizing the Appointment of Part Time Annual Tax Collector – Peggy L. Warren. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

**RESOLUTION 13-11-19  
AUTHORIZING THE APPOINTMENT OF  
PART TIME ANNUAL TAX COLLECTOR  
PEGGY L. WARREN**

*WHEREAS, Peggy L. Warren has requested her appointment be adjusted from Part Time Hourly to Part Time Annual position of Tax Collector; and*

*NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes the appointment of Peggy L. Warren as Borough Tax Collector be adjusted from Part Time Hourly to Part Time Annual, effective July 1, 2013, at the rate of compensation of Fifteen Thousand Dollars and No Cents (\$15,000.00) per annum, and effective January 1, 2014, at a rate of compensation of Eighteen Thousand Dollars and No Cents (\$18,000.00) per annum, pending Certification as to Available Funding from the Chief Financial Official.*

Mayor Buccellato read by title Resolution 13-11-20: Authorizing Police Lieutenant Contract – Thomas J. Falco, Jr. Mayor Buccellato stated there was a change; under base salary it should read to be effective July 1, 2013. Mayor Buccellato requested a motion with the change. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

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Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

**RESOLUTION 13-11-20  
AUTHORIZING POLICE LIEUTENANT CONTRACT  
THOMAS J. FALCO, JR.  
November 7, 2013 through December 31, 2014**

**WHEREAS**, the Mayor and Council have previously named Thomas J. Falco, Jr. as Police Lieutenant of the Matawan Police Department; and

**WHEREAS**, there is a proposed Contract of Employment for the position of Police Lieutenant; and

**WHEREAS**, the Contract calls for a salary which complies and is in accordance with the Borough Salary Ordinance for this position; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the Mayor be and is hereby authorize to enter the aforementioned Contract which is attached hereto and made a part hereof.

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

This Agreement is entered into this 7<sup>th</sup> day of November, 2013 through December 31, 2014 is made and entered into by and between the Borough of Matawan, a Municipal Corporation of State of New Jersey, hereinafter referred to as "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 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 of Matawan and any applicable state statutes.

2. Base Salary:

- a. Effective as of July 1, 2013 - \$112,198.69 per annum, prorated and adjusted as of the date of this agreement, plus longevity
- b. Effective January 1, 2014 - \$117,068.00, plus longevity payments (an increase of \$4,869.31)
- c. Effective July 1, 2014 – \$121,937.31, plus longevity payments (an increase of \$4,869.31)

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

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

4. Thomas Falco shall be entitled to longevity payments in accordance with the following schedule:

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10% of base salary commencing in the 20<sup>th</sup> year of service.  
12.5% of base salary commencing in the 24<sup>th</sup> year of service.

5. 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 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 of Matawan.
6. The Borough of Matawan agrees that you shall receive a yearly college credit incentive payment in the amount of \$500.00 for the calendar year 2014 added to your base pay.
7. 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 Supervisor 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, a Borough employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three consecutive, regular scheduled workdays.

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

**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 up 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 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 years 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 Borough 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

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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 spouse has coverage. It is employees expressed responsibility to provide employer with spouse insurance information, including but not limited to, spouse's current employer, a copy of spouse's insurance policies, declaration pages, premium amounts and proof of premium payment.

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

**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 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, no employee will accrue sick time while on sick or injury leave.

**Sick Leave Utilization Requirements**

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

1. **Personal Illness or Disability**

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

2. **Family Illness Disability**

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

**Maternity, Medical and Extended Duty Injury Leave**

Employees shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, approved medical leave, and approved extended duty injury leave. Maternity leave shall be treated the same as any other disability as proved by law.

**Vacation and Personal Leave**

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

**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.

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**Duty Injury Leave**

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

**Sick Leave Notification**

*It is the responsibility of this employee requesting paid sick leave to notify his Supervisor in writing.*

*Employees who are requesting paid sick leave shall notify or cause notification to be made to the Supervisor 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 an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to the employee's Supervisor in writing.*

*In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, the Supervisor 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 Supervisor.*

*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 Supervisor.*

**Sick Leave Certification and Approval**

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

**Sick Leave Release**

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

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

**Extended Leave**

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

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

**Separation from Services**

*Employees shall be paid for one-half (1/2) of their total accrued sick leave upon their, retirement, including disability retirement, upon their resignation following 10 (10) or more consecutive years of service in the Borough; or to their 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.*

8. *This agreement shall be effective through and including December 31, 2014.*

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

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*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.*

*In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2013.*

**BOROUGH OF MATAWAN**

\_\_\_\_\_  
Paul Buccellato, Mayor Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Karen Wynne, RMC Date: \_\_\_\_\_  
Municipal Clerk

**EMPLOYEE**  
\_\_\_\_\_  
Thomas Falco, Lieutenant Date: \_\_\_\_\_

Mayor Buccellato read by title Resolution 13-11-21: Authorizing the Appointment of Deputy Registrar of Vital Statistics – Kathleen Fitzgerald. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

**RESOLUTION 13-11-21  
AUTHORIZING THE APPOINTMENT OF  
DEPUTY REGISTRAR OF VITAL STATISTICS  
KATHLEEN FITZGERALD**

**WHEREAS**, it may be necessary, from time to time, for the Registrar of Vital Statistics to be temporarily absent from her duties; and

**WHEREAS**, NJAC 26:8-17 allows for a Deputy Registrar be appointed to be in a position to undertake the duties of the Registrar of the Borough of Matawan; and

**WHEREAS**, funds have been set aside for the purpose of employing a Deputy Registrar of Vital Statistics to perform such services; and

**NOW, THEREFORE, BE IT RESOLVED** by and Council of the Borough of Matawan hereby authorizes the appointment of Kathleen Fitzgerald as the Deputy Registrar of Vital Statistics of the Borough of Matawan for calendar year 2013, which appointment will expire on December 31, 2013 prorated as of October 22, 2013 at the compensation of One Thousand Ninety Eight Dollars and Eighty Five Cents (\$1,098.85) pending Certification as to Available Funding from the Chief Financial Officer.

Mayor Buccellato read by title Resolution 13-11-22: Authorizing the Borough Administrator to Advertise – Deputy Borough Clerk. Mayor Buccellato requested a motion. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

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**RESOLUTION 13-11-22  
AUTHORIZING THE BOROUGH ADMINISTRATOR TO ADVERTISE  
DEPUTY BOROUGH CLERK**

*WHEREAS, there is a need for a Full-Time Deputy Borough Clerk for the Borough of Matawan.*

*NOW, THEREFORE, BE IT RESOLVED* by the Council of the Borough of Matawan that the Borough Administrator of the Borough of Matawan, is hereby authorized to advertise (in print or electronic media), interview, and make recommendations for the position of Full-Time Deputy Borough Clerk to the Mayor and Council, for authorization by Mayor and Council and subject to a Certification as to Available Funding from the Chief Financial Officer.

Mayor Buccellato read by title Resolution 13-11-23: Authorizing the Transfer of Funds from Current and Utility Accounts in the 2013 Budget. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

**RESOLUTION 13-11-23  
AUTHORIZING THE TRANSFER OF FUNDS FROM  
CURRENT AND UTILITY ACCOUNTS IN THE 2013 BUDGET**

*WHEREAS, NJSA 40A4-58 provides for the transfers within certain appropriations within the Municipal Budget during the last two months of the fiscal year: and*

*WHEREAS, the Chief Financial Officer has advised the Mayor and Council of the Borough of Matawan that the need for certain transfers within the 2013 Municipal Budget exists; and*

*WHEREAS, it is recommended that these budget transfers be made.*

*NOW, THEREFORE BE IT RESOLVED* that the following budget transfers be made in the 2013 Municipal Budget:

<u>Transfer From:</u> Account Number	Amount of Transfer	<u>Transfer To:</u> Account Number	Amount of Transfer
3-01-20-150-100 Tax Assessor Salary & Wages	\$300.00	3-01-20-150-200 Tax Assessor Other Expenses	\$300.00
3-01-31-430-200 Utilities Other Expenses	\$15,000.00	3-01-23-220-200 Group Insurance Other Expenses	\$15,000.00

*BE IT FURTHER RESOLVED* that a certified copy of this resolution be provided to the Chief Financial Officer of the Borough of Matawan for the permanent records.

Mayor Buccellato read by title Ordinance 13-21: Ordinance Supplementing the Code of the Borough of Matawan – Chapter IX – Personnel Policies. Mayor Buccellato requested a motion to introduce. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed. The public hearing will take place on December 3, 2013.

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**ORDINANCE 13-21  
ORDINANCE SUPPLEMENTING THE CODE OF THE  
BOROUGH OF MATAWAN  
CHAPTER IX – PERSONNEL POLICIES**

**ARTICLE II – “PERSONNEL POLICIES CONCERNING MEMBERS OF THE POLICE DEPARTMENT,” ESTABLISHING PROMOTION PROCEDURES FOR THE RANKS OF POLICE CHIEF, LIEUTENANT AND SERGEANT, AND ESTABLISHING A PROCEDURE FOR ACTING APPOINTMENTS AND HIRING POLICE OFFICERS**

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

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

*WHEREAS, the Mayor and Council of the Borough of Matawan have determined that it would be in the best interest of the citizens of the Borough to establish a promotional practice based upon merit for the positions of Police Chief, Lieutenant and Sergeant when there are vacancies in said positions; and*

*WHEREAS, the Borough of Matawan desires to have a promotional practice for the positions of Police Chief, Lieutenant and Sergeant based upon merit, experience, education, demonstrated ability, competitive examinations and competitive written submissions within the Matawan Police Department to better serve the residents of the Borough of Matawan; and*

*WHEREAS, the Borough of Matawan further desires to establish appropriate hiring criteria based on merit, experience, moral character and sufficient physical health when hiring police officers.*

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Borough of Matawan that Chapter IX, Article II of the Code of the Borough of Matawan entitled, “Personnel Policies Concerning Members of the Police Department” is hereby amended as follows:

1) **Section 9-26** is repealed and replaced with the following Sections 9-26 (A) – (D):

**§9-26(A) Promotion to Rank of Police Chief**

A. The Borough of Matawan Governing Body desires to promote the most qualified candidate to the position of Police Chief. This ordinance establishes the eligibility requirements and the process for promotion to Police Chief. The promotion process shall be on the basis of merit, experience, education, demonstrated ability, competitive examinations and competition written submissions. In accordance with NJSA 40A:14-129, the promotion of any officer shall be made from the membership of the Matawan Police Department. No person shall be eligible for promotion to Police Chief unless he or she shall have served as a full-time police officer in the Borough of Matawan Police Department for a period of ten (10) years or more. Promotions to the rank of Police Chief shall be open to members of the next lowest rank who have served at least two (2) years in said rank, unless the Mayor and Council, in the best interest of the Department, choose to test a wider pool of candidates, in which case they may open testing to the next lower rank and/or reduce the length of time requirement in rank.

B. The Borough Administrator shall announce the promotional process to members of the Department at least thirty (30) days before any written examination is to be given. The announcement shall be posted in commons areas of the Department accessible to all members. The announcement shall contain, at a minimum, the rank to be filled, the dates of the exams, source materials or reading lists from which exam questions will be taken or topics from which questions will be formulated. Candidates who qualify shall notify the Borough Administrator of his or her interest in taking the examination by submitting a letter of interest no later than ten (10) calendar days after the promotion announcement. Failure to do so shall render the officer ineligible to participate in the process.

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C. *Promotional Testing Procedure:*

*The promotional testing procedure for the Borough of Matawan Police Department may consist of the following: A written examination, an oral examination, a psychological examination, a record review and an interview with the Mayor and Council. The Mayor and Council reserve the right to waive the written examination and/or oral examination by the outside entity and shall so notify any applicant when the initial announcement for the promotional process is posted.*

1. *Written Examinations\*:* The written examination shall be supplied by a professional testing company, professional law enforcement organization (e.g. State Chiefs of Police Association, International Chiefs of Police Association, etc.). To proceed to the oral examination of the examination procedure, a candidate must achieve a minimum score of seventy percent (70%) on the written examination.

2. *Oral Examinations\*:* Candidates will be notified, in writing, of their successful or unsuccessful completion of the written portion of the exam by the Borough Administrator or designee. The oral examination shall take place after the receipt of the written examination results. A standardized interview will be conducted by an outside agency (e.g. Chiefs of Police Association, International Chiefs of Police Association, etc.) by a Board of three (3) examiners, at least one of whom shall be a Personnel Evaluator from the outside testing agency. None of the evaluators shall be an officer, employee, resident or relative thereof, of the Borough of Matawan. To proceed to the record review and interview portion of the promotional process, a candidate must achieve a minimum score of seventy percent (70%).

*\*The testing organization shall assign each candidate an identification number, which shall be the only identification used when the written and oral examination is graded. The identification numbers of all candidates for promotion shall be posted on a pass/fail basis only. A complete master list of the actual results of the written and oral examination shall be placed under seal and retained in the office of the Borough Administrator and shall not be revealed to the Mayor and Council until after the interview and record review of the applicants are complete.*

3. *Record Review and Interview by the Mayor and Council.*

*Candidates who successfully achieve a minimum score of seventy percent (70%) on the written examination and a minimum score of seventy percent (70%) on the oral examination shall proceed to the next step in the promotional process, the review of service record and interview. The interview shall be conducted by the Mayor and Council. The record review shall be conducted by the Borough Administrator.*

a. *The interview with the Mayor and Council shall focus on, but not be limited to, leadership and management skills, knowledge of the Borough of Matawan’s form of government, knowledge of the Police Department ordinances, familiarity with the municipal budget process, the Police Department budget in particular, manpower allocations, and the general operations of the Police Department. The Mayor and Council shall grade each candidate on a thirty-five (35) point scale and shall ask each candidate the identical questions, and the Borough Clerk will keep written records of each candidate’s responses to same.*

b. *The Borough Administrator shall examine the personnel jacket of each candidate and give specific weight to each category and grade each candidate on a twenty (20) point scale. The weight of each category of the record review shall be the maximum of the following points in each of the enumerated categories as follows:*

**Specialized Training (e.g. FBI Academy) 0 to 3 points**  
*Each completed course +1 point to a total of 3 points.*

**Performance Evaluations 0 to 8 points**  
*All previous performance evaluations shall be considered and reviewed to achieve the broadest scope of review for the given candidate by his/her supervisors.*

**Commendations 0 to 3 points**  
*+1 point for each commendation up to a maximum of 3 points.*

**Education**  
*Candidate only gets the point(s) associated with the highest educational degree attained and not the point(s) for each separate education degree.*

<i>Associate’s Degree</i>	<i>1 point</i>
<i>Bachelor’s Degree</i>	<i>2 points</i>
<i>Master’s Degree</i>	<i>3 points</i>
<i>PhD (JD) Degree</i>	<i>4 points</i>

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***Military Experience***

*Active Duty or Reserve Duty-Candidate only gets the highest of the following point(s):*

<i>Rank of Sergeant or lower</i>	<i>1 point</i>
<i>Any rank above Sergeant</i>	<i>2 points</i>

***Disciplinary Actions***

*Each major sustained discipline (more than 5 days) -2 points. Each minor sustained discipline (5 day suspension or less including written reprimands) -1 point. All previous sustained disciplinary actions shall be considered and reviewed to achieve the broadest scope of review for the given candidate by his/her supervisors.*

4. *The weight or percentage of each point of the process shall be as follows:*

<i>Written examination</i>	<i>25%</i>
<i>Oral examination</i>	<i>20%</i>
<i>Record Review</i>	<i>20%</i>
<i>Mayor and Council Interview</i>	<i>35%</i>

*D. The candidate with the highest overall score shall be voted on by the Mayor and Council as the Police Chief.*

*E. Where two (2) or more candidates are ranked equally pursuant to the promotional procedure set forth herein, preference shall be given to the candidate with the most seniority in service pursuant to NJSA 40A:14-129, or a resident over a non-resident pursuant to NJSA 40A:14-122.6. Seniority shall prevail over residency in the case of candidates that are ranked equally.*

*F. A satisfactory psychological examination must be performed and a Borough-selected physician must certify that the candidate is able to perform the essential functions of the Police Chief title. A candidate shall not be promoted without the completion of a satisfactory psychological examination.*

**§9-26(B) *Promotion to Rank of Lieutenant***

*A. The Borough of Matawan Governing Body desires to promote the most qualified candidate to the position of Lieutenant. This ordinance establishes the eligibility requirements and the process for promotion to Lieutenant. The promotion process shall be on the basis of merit, experience, education, demonstrated ability, competitive examinations and competition written submissions. In accordance with NJSA 40A:14-129, the promotion of any officer shall be made from the membership of the Matawan Police Department.*

*To be eligible for the position of Lieutenant, a candidate must satisfy one of the following two criteria:*

*1. The candidate must be a Sergeant with the Borough of Matawan Police Department, having served in that position for at least the previous two (2) years, and must have been employed as a full-time police officer with the Borough of Matawan Police Department for at least ten (10) years.*

*2. The candidate must be Sergeant with the Borough of Matawan Police Department, having served in that position for at least the previous ten (10) years and must have successfully completed either the New Jersey Association of Police Chiefs' West Point Command and Leadership School or the Northwestern Senior Management Leadership (SMLP).*

*B. The Police Chief shall announce the promotional process to members of the Department at least thirty (30) days before any written examination is to be given. The announcement shall be posted in commons areas of the Department accessible to all members. The announcement shall contain, at a minimum, the rank to be filled, the dates of the exams, source materials or reading lists from which exam questions will be taken or topics from which questions will be formulated. Candidates who qualify shall notify the Police Chief of his or her interest in taking the examination by submitting a letter of interest no later than ten (10) calendar days after the promotion announcement. Failure to do so shall render the officer ineligible to participate in the process.*

*C. Promotion Testing Procedure:*

*The promotion testing procedure for the Borough of Matawan Police Department shall consist of the following: A written examination, an oral examination, a psychological examination, a record review and an interview with the Mayor and Council and the Police Chief.*

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1. *Written Examinations\**: The written examination shall be supplied by a professional testing company, professional law enforcement organization (e.g. State Chiefs of Police Association, International Chiefs of Police Association, etc.). To proceed to the oral examination of the examination procedure, a candidate must achieve a minimum score of seventy percent (70%) on the written examination.

2. *Oral Examinations\**: Candidates will be notified, in writing, of their successful or unsuccessful completion of the written portion of the exam by the Police Chief or designee. The oral examination shall take place after the receipt of the written examination results. A standardized interview will be conducted by an outside agency (e.g. Chiefs of Police Association, International Chiefs of Police Association, etc.) by a Board of three (3) examiners, at least one of whom shall be a Personnel Evaluator from the outside testing agency. None of the evaluators shall be an officer, employee, resident or relative thereof, of the Borough of Matawan. To proceed to the record review and interview portion of the promotional process, a candidate must achieve a minimum score of seventy percent (70%).

*\*The testing organization shall assign each candidate an identification number, which shall be the only identification used when the written and oral examination is graded. The identification numbers of all candidates for promotion shall be posted on a pass/fail basis only. A complete master list of the actual results of the written and oral examination shall be placed under seal and retained in the office of the Police Chief and shall not be revealed to the Mayor and Council until after the interview and record review of the applicants are complete.*

3. *Record Review and Interview by the Mayor, Council and Police Chief.*

*Candidates who successfully achieve a minimum score of seventy percent (70%) on the written examination and a minimum score of seventy percent (70%) on the oral examination shall proceed to the next step in the promotional process, the review of service record and interview. The interview shall be conducted by the Mayor, Council and the Police Chief. The record review shall be conducted by the Borough Administrator and the Police Chief.*

a. *The interview with the Mayor, Council and Police Chief shall focus on, but not be limited to, leadership and management skills, knowledge of the Borough of Matawan's form of government, knowledge of the Police Department ordinances, familiarity with the municipal budget process, the Police Department budget in particular, manpower allocations, and the general operations of the Police Department. The Mayor, Council and Police Chief shall grade each candidate on a thirty-five (35) point scale and shall ask each candidate the identical questions, and the Borough Clerk will keep written records of each candidate's responses to same.*

b. *The Borough Administrator and Police Chief shall examine the personnel jacket of each candidate and give specific weight to each category and grade each candidate on a twenty (20) point scale. The weight of each category of the record review shall be the maximum of the following points in each of the enumerated categories as follows:*

**Specialized Training (e.g. FBI Academy) 0 to 3 points**  
Each completed course +1 point to a total of 3 points.

**Performance Evaluations 0 to 8 points**  
All previous performance evaluations shall be considered and reviewed to achieve the broadest scope of review for the given candidate by his/her supervisors.

**Commendations 0 to 3 points**  
+1 point for each commendation up to a maximum of 3 points.

**Education**  
Candidate only gets the point(s) associated with the highest educational degree attained and not the point(s) for each separate education degree.

Associate's Degree	1 point
Bachelor's Degree	2 points
Master's Degree	3 points
PhD (JD) Degree	4 points

**Military Experience**  
Active Duty or Reserve Duty-Candidate only gets the highest of the following point(s):

Rank of Sergeant or lower	1 point
Any rank above Sergeant	2 points

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***Disciplinary Actions***

*Each major sustained discipline (more than 5 days) -2 points. Each minor sustained discipline (5 day suspension or less including written reprimands) -1 point. All previous sustained disciplinary actions shall be considered and reviewed to achieve the broadest scope of review for the given candidate by his/her supervisors.*

4. *The weight or percentage of each point of the process shall be as follows:*

<i>Written examination</i>	<i>25%</i>
<i>Oral examination</i>	<i>20%</i>
<i>Record Review</i>	<i>20%</i>
<i>Mayor, Council and Chief Interview</i>	<i>35%</i>

D. *The candidate with the highest overall score shall be voted on by the Mayor and Council as the Lieutenant.*

E. *Where two (2) or more candidates are ranked equally pursuant to the promotional procedure set forth herein, preference shall be given to the candidate with the most seniority in service pursuant to NJSA 40A:14-129, or a resident over a non-resident pursuant to NJSA 40A:14-122.6. Seniority shall prevail over residency in the case of candidates that are ranked equally.*

F. *A satisfactory psychological examination must be performed and a Borough-selected physician must certify that the candidate is able to perform the essential functions of the Lieutenant title. A candidate shall not be promoted without the completion of a satisfactory psychological examination.*

**§9-26(C) Promotion to Rank of Sergeant**

A. *The Borough of Matawan Governing Body desires to promote the most qualified candidate to the position of Sergeant. This ordinance establishes the eligibility requirements and the process for promotion to Sergeant. The promotion process shall be on the basis of merit, experience, education, demonstrated ability, competitive examinations and competition written submissions. In accordance with NJSA 40A:14-129, the promotion of any officer shall be made from the membership of the Matawan Police Department. No person shall be eligible for promotion to Sergeant unless he or she shall have served as a full-time police officer in the Borough of Matawan Police Department for a period of five (5) years or more.*

B. *The Police Chief shall announce the promotional process to members of the Department at least thirty (30) days before any written examination is to be given. The announcement shall be posted in commons areas of the Department accessible to all members. The announcement shall contain, at a minimum, the rank to be filled, the dates of the exams, source materials or reading lists from which exam questions will be taken or topics from which questions will be formulated. Candidates who qualify shall notify the Police Chief of his or her interest in taking the examination by submitting a letter of interest no later than ten (10) calendar days after the promotion announcement. Failure to do so shall render the officer ineligible to participate in the process.*

C. *Promotional Testing Procedure:*

*The promotional testing procedure for the Borough of Matawan Police Department shall consist of the following: A written examination, an oral examination, a psychological examination, a record review and an interview with the Mayor, Council and the Police Chief.*

1. *Written Examinations\*:* *The written examination shall be supplied by a professional testing company, professional law enforcement organization (e.g. State Chiefs of Police Association, International Chiefs of Police Association, etc.). To proceed to the oral examination of the examination procedure, a candidate must achieve a minimum score of seventy percent (70%) on the written examination.*

2. *Oral Examinations\*:* *Candidates will be notified, in writing, of their successful or unsuccessful completion of the written portion of the exam by the Borough Administrator or his designee. The oral examination shall take place after the receipt of the written examination results. A standardized interview will be conducted by an outside agency (e.g. Chiefs of Police Association, International Chiefs of Police Association, etc.) by a Board of three (3) examiners, at least one of whom shall be a Personnel Evaluator from the outside testing agency. None of the evaluators shall be an officer, employee, resident or relative thereof, of the Borough of Matawan. To proceed to the record review and interview portion of the promotional process, a candidate must achieve a minimum score of seventy percent (70%).*



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D. *The candidate with the highest overall score shall be voted on by the Mayor and Council as the Sergeant.*

E. *Where two (2) or more candidates are ranked equally pursuant to the promotional procedure set forth herein, preference shall be given to the candidate with the most seniority in service pursuant to NJSA 40A:14-129, or a resident over a non-resident pursuant to NJSA 40A:14-122.6 Seniority shall prevail over residency in the case of candidates that are ranked equally.*

F. *A satisfactory psychological examination must be performed and a Borough-selected physician must certify that the candidate is able to perform the essential functions of the Sergeant title. A candidate shall not be promoted without the completion of a satisfactory psychological examination.*

**§9-26(D) Acting Designation; No Office or Position Created**

A. *The Mayor and Council of the Borough of Matawan have the discretion and authority to assign the functions and duties of superior officer ranks, once the Mayor and Council of the Borough of Matawan have certified by resolution that the position of any superior officer rank is vacant. Until a superior officer rank is filled, the Mayor and Council may designate an officer who is qualified to perform the function and duties of any superior officer rank in an acting capacity.*

B. *It is explicitly understood that no office or position of any kind is created by the assignment of functions and duties of a higher rank to an officer of a lower rank on an acting basis. Such designation shall also not be considered an appointment to a position, nor constitute a promotion. Such designation shall not entitle the officer to any additional compensation or other emoluments of office unless specifically provided for in a collective bargaining agreement or the Borough of Matawan Personnel Policies and Procedures Manual. The officer fulfilling such assignment is not and is not intended to constitute the holding of a de facto office or position within the meaning of NJSA 40A:9-6 or any other law. The officer designated in an acting capacity shall continue to fulfill the assignment at the pleasure of the Mayor and Council.*

2) **Section 9-29 et seq.** entitled, "Policy Concerning Initial Hiring of Police Officers," is repealed and replaced with the following:

**§9-29 Policy Concerning Initial Hiring of Police Officers**

**I. FIRST PHASE**

A. *When a vacancy exists, the Chief of Police shall forward a request to the Matawan Borough Council to hire a Police Officer. If approved, the Governing Body may consider appointing a current Class II Special Police Officer(s) who has been employed with the Borough of Matawan Police Department in such capacity for a minimum of three (3) months. If there are no Class II Special Police Officers employed by the Borough of Matawan, or if the Governing Body determines that it is in the best interests of the Borough to seek alternate candidates, the following process shall be followed:*

1. *The Chief of Police may accept applications from trained officers with New Jersey Police Training Commission Certificates.*

- a. *Sworn officers from other agencies.*
- b. *Alternate route officers from police academies.*

2. *The Chief of Police may accept applications from any individual interested in serving as a Police Officer.*

3. *Advertise in the local newspaper.*

- a. *The advertisement shall be for a two-week period.*
- b. *The advertisement will indicate the filing deadline.*

B. *All applications shall be given out and collected at Borough Hall.*

C. *When a candidate is given an application, the time, date and location of the written test will be attached.*

D. *When the Borough Clerk provides a candidate with an application, he/she shall complete the information on the applicant list form.*

E. *When the application is returned, the Borough Clerk shall:*

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1. Place a check in front of the applicant's name on the applicant list.
2. Collect the application and attach a \_\_\_\_\_ money order or bank draft that is made payable to the New Jersey State Association of Chiefs of Police.
3. Give the applicant a numbered test booklet after recording the booklet number next to the applicant's name.
4. The Borough Clerk shall place the application, with the money order or bank draft attached, in the Chief's office box.

F. When the applications are received by the Chief, the Chief shall check to ensure that the appropriate fee has been rendered and attached to the application form.

1. The Chief shall stamp the date that the application was received.
2. All original applications are to be forwarded to the Chief's office.
3. The Chief shall forward the money orders or bank drafts to the appropriate Chief's Association.

G. The Chief, or designee, shall arrange for the testing locations for the written, physical and oral testing phases.

1. The Chief, or designee, will be responsible for making all the proper notifications to the applicants.

2. Applications will not be rejected because of omissions or deficiencies that can be corrected prior to the testing or interview process. Applicants must cure all such deficiencies within ten (10) days upon notification of same or ten (10) days prior to the commencement of the testing process, whichever is shorter.

H. Eligibility.

1. Must be a citizen of the United States as set forth in NJSA 40A:14-122.
2. Must possess a high school diploma, or equivalency.
3. Must be of good moral character.
4. Must be at least eighteen (18) years old.
5. Must not have been convicted of a crime.
6. Must possess a valid New Jersey driver's license.

7. Unless otherwise exempted by law, all applicants must currently reside in the State of New Jersey or be willing to relocate to New Jersey within one (1) year of the commencement of employment. Failure to do so will result in removal from employment.

**II. SECOND PHASE – WRITTEN EXAMINATION**

A. Applicants shall submit to a written examination.

1. In order for an applicant to move on to Phase III, the applicant must attain a minimum score of 70% of the written examination.

B. The written examination shall be administered by the New Jersey State Association of Chiefs of Police.

C. The applicant must be present at the testing location on the date and time specified. If the applicant does not report to the testing location as specified, the applicant shall be ineligible for further consideration for the current vacancy.

1. The applicants may apply their written test score and be eligible when another vacancy exists within the appropriate time frame.

D. Written test scores shall be submitted to the designated representative and forwarded to the Chief of Police for review.

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E. All applicants who do not qualify to participate in the next phase shall be notified in writing and their written test score shall be included.

F. If an applicant has taken the New Jersey Chief of Police examination for another agency, he may apply his test score and be exempt from taking the test again. The test score must be current.

1. For the purposes of this section, "current" shall mean that the applicant took the written examination within one (1) year of the posted test date.

G. Applicants possessing a valid New Jersey Police Training Commission Certificate will be subject to the Departmental interview process and not required to take a written examination.

**III. DEPARTMENT ORAL INTERVIEW PHASE**

A. The Department interview shall be directed by the Chief of Police and/or an officer designated by the Chief of Police.

B. The Chief of Police shall appoint a department Oral Board committee. The Oral Board committee shall evaluate and rank the candidates. The committee shall consist of personnel representing different ranks within the organization.

C. The candidates will then be ranked and selected for the Background Investigation Phase.

**IV. BACKGROUND INVESTIGATION**

A. When a candidate has successfully passed Phases I, II and III of this process, a background investigation is to be initiated.

B. The completed background investigation shall be evaluated by the Chief of Police and the Investigative Division Commander.

**V. PSYCHOLOGICAL EVALUATION**

A. The applicant shall be notified of the evaluation at least three (3) days in advance.

1. The applicant will be notified of the following:

- a. Time
- b. Location
- c. Name of Consultation Team
- d. Date

B. The psychological evaluation is designed to provide the Department with dimensional information about a candidate that will assist in the selection process.

C. The Chief of Police shall interpret the psychological evaluation report.

D. If a candidate does not successfully pass the psychological examination, the candidate is disqualified from the selection process.

E. All medical records are to be treated as confidential with access limited in accordance with the ADA requirements; the medical records must be kept in a separate file.

**VI. SUCCESSFUL CANDIDATE(S)**

A. The Matawan Borough Police Department shall pay for the applicant to be examined.

1. The Chief of Police shall designate the physician and arrange for the appointment.

B. The physician shall be provided with the Department Medical Examination Form and instructed to complete the appropriate sections.

C. Blood and urine analysis is to be conducted for every applicant examined.

1. A screen for drugs in the applicant's system is to be conducted.

D. The completed Medical Examination Form is to be picked up from the physician by the officer assigned and reviewed by the Chief of Police.

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E. *If a candidate's medical examination reflects that the applicant has traces of controlled dangerous substances in the applicant's system, the candidate is to be disqualified from the selection process.*

F. *Any other medical problem, other than traces of controlled dangerous substances in the applicant's system, is to be thoroughly reviewed by the physician and a determination made as to the applicant's fitness for police work.*

**VII. MEDICAL EXAMINATION**

A. *The successful candidate or candidates, if more than one position, will be presented to the Mayor and Council for final approval and appointment. The initial year of employment is a one-year probationary period during which time the candidate may be removed without cause and without notice. Termination during the probationary period is not grievable.*

**VIII. EXEMPTIONS**

A. *A candidate for employment may be exempted from the selection process as set forth in Articles I through IV, herein above, if such a candidate has previously been certified by the New Jersey Police Training Commission as a law enforcement officer, and if that candidate is currently employed as a law enforcement officer with a bona fide law enforcement agency. Any such candidate will still be subject to the eligibility requirements as set forth in Article I.*

B. *A candidate for employment may only be granted exemption status by action of the Governing Body upon the advice and recommendation of the Chief of Police. The Chief of Police shall recruit and interview qualified candidates and may reject any and all candidates prior to submission to the Governing Body.*

C. *Such candidate shall still be subject to the requirements of Article III – Department Oral Interview Phase, Article IV – Background Investigation, Article V – Psychological Evaluation, and Article VI – Medical Examination.*

D. *Once the Police Chief interview, the psychological testing and medical examination have been completed, the Chief shall present the candidate to the Governing body for is consideration. The Governing Body may, in its discretion, either accept or reject any candidate recommended by the Chief of Police.*

E. *The Chief of Police may not interview any candidates under this Section until he has first received formal authorization from the Governing Body. When granting formal authorization to commence this process, the Governing Body shall set the salary range and benefits for any candidate to be hired under this Section.*

**IX. SUMMARY**

A. *All applicants shall be notified of the test date, time and place at least five (5) days prior to the test.*

B. *All applicants that are rejected at any phase of this testing process shall be notified in writing by the Chief of Police within fifteen (15) days after the testing date.*

C. *All testing results will remain confidential and will not be released to any person or agency unless specifically authorized by the individual applicant or required by the law.*

3) **New Section 9-30** entitled, "Policy Concerning Initial Hiring of Class II Special Police Officers," is to be added as follows:

**§9-30 Policy Concerning Initial Hiring of Class II Special Police Officers**

**I. FIRST PHASE**

A. *When a vacancy exists, the Chief of Police shall forward a request to the Matawan Borough Council to hire a Class II Special Police Officer. The Chief, after receiving approval to hire a Class II Special Police Officer, shall fill the vacancy as follows:*

1. *Accept applications from trained Class II Special Police Officers with New Jersey Police Training Commission Certificates.*
2. *Accept applications from any individual interested in serving as a Class II Special Police Officer.*
3. *Advertise in the local newspaper.*

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- a. *The advertisement shall be for a two-week period.*
  - b. *The advertisement will indicate the filing deadline.*
- B. *All applications shall be given out and collected at Borough Hall.*
- C. *When the Borough Clerk provides a candidate with an application, he/she shall complete the information on the applicant list form.*
- D. *When the application is returned, the Borough Clerk shall:*
1. *Place a check in front of the applicant's name on the applicant list.*
  2. *The Borough Clerk shall place the application in the Chief's office box.*
- E. *When the applications are received by the Chief, he shall check to ensure that the appropriate was received.*
1. *All original applications are to be forwarded to the Chief's office.*
  2. *The Chief, or a designee, shall arrange for the oral interviews of the applicants.*
  3. *The Chief, or a designee, will be responsible for making all the proper notifications to the applicants.*
  4. *Applications will not be rejected because of omissions or deficiencies that can be corrected prior to the testing or interview process. Applicants must cure all deficiencies within ten (10) days upon notification of same or ten (10) days prior to the commencement of the testing process, whichever is shorter.*
- F. *Eligibility.*
1. *Must be a citizen of the United States as set forth in NJSA 40A:14-122.*
  2. *Must possess a high school diploma, or equivalency.*
  3. *Must be of good moral character.*
  4. *Must be at least eighteen (18) years old.*
  5. *Must not have been convicted of a crime.*
  6. *Must possess a valid New Jersey driver's license.*
  7. *Unless otherwise exempted by law, all applicants must currently reside in the State of New Jersey or be willing to relocate to New Jersey within one (1) year of the commencement of employment. Failure to do so will result in removal from employment.*

**II. DEPARTMENT ORAL INTERVIEW**

- A. *The Department interview shall be directed by the Chief of Police and/or an officer designated by the Chief of Police.*
- B. *The Chief of Police shall appoint a department Oral Board committee. The Oral Board committee shall evaluate and rank the candidates. The committee shall consist of personnel representing different ranks within the organization.*
- C. *The candidates will then be ranked and selected for the Background Investigation Phase.*

**III. BACKGROUND INVESTIGATION**

- A. *When a selected candidate has successfully passed the Department Oral Interview, a background investigation is to be initiated.*
- B. *The completed background investigation shall be evaluated by the Chief of Police and the Investigation Division Commander.*

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**IV. PSYCHOLOGICAL EVALUATION**

- A. *The applicant shall be notified of the evaluation at least three (3) days in advance.*
  - 1. *The applicant will be notified of the following:*
    - a. *Time*
    - b. *Location*
    - c. *Name of Consultation Team*
    - d. *Date*
- B. *The psychological evaluation is designed to provide the Department with dimensional information about a candidate that will assist in the selection process.*
- C. *The Chief of Police shall interpret the psychological evaluation report.*
- D. *If a candidate does not successfully pass the psychological examination, the candidate is disqualified from the selection process.*
- E. *All medical records are to be treated as confidential with access limited in accordance with the ADA requirements; the medical records must be kept in a separate file.*

**V. MEDICAL EXAMINATION**

- A. *The Matawan Borough Police Department shall pay for the applicant to be examined.*
  - 1. *The Chief of Police shall designate the physician and arrange for the appointment.*
- B. *The physician shall be provided with the Department Medical Examination Form and instructed to complete the appropriate sections.*
- C. *Blood and urine analysis is to be conducted for every applicant examined.*
  - 1. *A screen for drugs in the applicant's system is to be conducted.*
- D. *The completed Medical Examination Form is to be picked up from the physician by the officer assigned and reviewed by the Chief of Police.*
- E. *If a candidate's medical examination reflects that the applicant has traces of controlled dangerous substances in the applicant's system, the candidate is to be disqualified from the selection process.*
- F. *Any other medical problem, other than traces of controlled dangerous substances in the applicant's system, is to be thoroughly reviewed by the physician and a determination made as to the applicant's fitness for police work.*

**VI. SUCCESSFUL CANDIDATE(S)**

- A. *The successful candidate or candidates, if more than one position, will be presented to the Mayor and Council for final approval and appointment. The initial year of employment is a one-year probationary period during which time the candidate may be removed without cause and without notice. Termination during the probationary period is not grievable.*

**VII. EXEMPTIONS**

- A. *A candidate for employment may be exempted from the selection process as set forth in Articles I through IV, herein above, if such a candidate has previously been certified by the New Jersey Police Training Commission as a Class II Special Officer, and if that candidate is currently employed as a Class II Special Officer with a bona fide law enforcement agency. Any such candidate will still be subject to the eligibility requirements as set forth in Article I.*
- B. *A candidate for employment may only be granted exemption status by action of the Governing Body upon the advice and recommendation of the Chief of Police. The Chief of Police shall recruit and interview qualified candidates and may reject any and all candidates prior to submission to the Governing Body.*
- C. *Such candidate shall still be subject to the requirements of Article II – Department Oral Interview Phase, Article III – Background Investigation, Article IV – Psychological Evaluation, and Article V – Medical Examination.*

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D. Once the Police Chief interview, the psychological testing and medical examination have been completed, the Chief shall present the candidate to the Governing Body for its consideration. The Governing Body may, in its discretion, either accept or reject any candidate recommended by the Chief of Police.

E. The Chief of Police may not interview any candidates under this Section until he has first received formal authorization from the Governing Body. When granting formal authorization to commence this process, the Governing Body shall set the salary range and benefits for any candidate to be hired under this Section.

**VIII. SUMMARY**

A. All applicants shall be notified of the test date, time and place at least five (5) days prior to the test.

B. All applicants that are rejected at any phase of this testing process shall be notified in writing by the Chief of Police within fifteen (15) days after the testing date.

C. All testing results will remain confidential and will not be released to any person or agency unless specifically authorized by the individual applicant or required by the law.

**SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance, which shall otherwise remain in full force and effect.

**REPEALER**

All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**EFFECTIVE DATE**

This Ordinance shall take effect after final passage as provided by law and shall be applied to any promotion for Police Chief, Lieutenant and Sergeant after January 1, 2014.

Mayor Buccellato read by title Resolution 13-11-24: Payment of Bills. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano

Motion passed.

**RESOLUTION 13-11-24  
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.

Current	\$2,853,619.27
Water & Sewer	\$184,539.98
Borough Capital	\$207,358.96
Water Capital	\$8,173.72
Grant	\$589.50
Borough Trust	\$225,454.31
Developers Escrow Account	\$5,610.42
Railroad Parking Trust	\$11,500.00
Recreation Trust	\$3,960.00
Unemployment Trust	\$8,661.90
<b>Total</b>	<b>\$3,509,468.06</b>

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**Privilege of the Floor**

Mayor Buccellato opened the Privilege of the Floor.

Nick Castertano, 3 Wilfred Road, Manalapan, stated he is taking a class at Rutgers and thanked Mayor and Council for having him.

Mariam Hegel, 5 Edgewater Drive, Matawan, is requesting if MJ's Buttonwood can erect a privacy fence between her property and MJ's. Mayor Buccellato received a letter and is attempting to schedule meeting with MJ's owners to resolve issue and will contact Ms. Hegel with results. Ms. Hegel stated parking on Edgewater Drive from MJ's customers is also becoming a concern.

Grace & William Hintenach, Edgewater Drive, Matawan, reiterated the parking situation on Edgewater Drive from MJ's patrons and that parking signage is an issue. Mayor Buccellato stated part of the parking lot was not usable and is currently being repaired and relined.

Jeremiah E. Hourihan, 13 Edgewater Drive, Matawan, congratulated Donna and Linda on their election, but please do not take for granted the results. Mr. Hourihan also congratulated Mayor Buccellato on his diligence to Council and town.

Two volunteer firefighters that have completed all necessary background checks and medical examinations. Asking for confirmation from Council for Jessica Michitch and Joseph Tambarello. Mayor Buccellato asked for a voice vote. Council agreed.

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 7:25 PM.

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Karen Wynne, RMC  
Municipal Clerk