

**Borough of Matawan
Workshop Session
June 9, 2016**

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 June 9, 2016 with Mayor Altomonte presiding. Pursuant to Section 5 of the Open Public Meetings Act, adequate notice of this meeting has been provided by publishing notification in *The Independent* on January 14, 2016, by sending notice to the *Asbury Park Press*, and by posting. Mayor Altomonte called the meeting to order at 7:05 PM requesting a roll call.

On roll call the following members responded present:

Yes: Councilman Reeve
 Councilman Vergaretti
 Councilman Urbano
 Councilwoman Gould

Councilpersons Caldon and Clifton were absent.

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

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

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

Privilege of the Floor for Agenda Items Only

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

There were no comments.

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

Workshop Items

Lakefront Vendor

Mr. Menna informed of Council's brief discussion in Executive Session as it involves Borough property and possible contracts. It is the desire and intent of the municipality to have greater utilization of the Borough's natural waterfront access for the residents and general public and wants to entertain possible commercial activity at Lake Lefferts Lakefront Park to serve hot and cold soft drinks, and prepackaged snacks during normal Park hours and for special events outside of those hours. Should Council wish to proceed, a Resolution can be introduced from the floor tonight for Council authorization directing the Clerk to solicit RFPs for sealed bids for a license to operate for the remaining 2016 calendar year. The successful bidder will be responsible to undertake and for all fit-up costs, layout, any furniture or equipment at the Park, obtain the required insurance, list the Borough as loss insured as well as subject to an agreement with the municipality. As it is park land, whatever payments the vendor makes need to be reserved and dedicated for park and recreation use.

Mayor Altomonte opened the floor for public comment.

There were no comments.

Mayor Altomonte closed the floor for public comment.

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Excessive Use of Water

Mr. Ferrara related past practice of resident requests for waiver of fees for excessive use of water. The State statute does not allow for a municipality to waive those fees. The current Borough Code allows for a payment plan for resident reimbursement.

Mayor Altomonte opened the floor for public comment.

Tracey Carlino, 32 Fierro Avenue, Matawan. Ms. Carlino questioned the Borough's water rate stating as compared to surrounding municipalities the Borough's is much higher. Mr. Ferrara informed there was a 2015 rate increase due to the Borough's \$15 million retrofit of the Middlesex Road Water Treatment Plant Improvements. Two additional increases were expected due to that retrofit but have been postponed for the time being. Mr. Ferrara informed of recent State approvals for two additional months to pump groundwater resulting in a savings of \$160,000. Mr. Menna informed water rate increases require auditor review including consideration of bond capacity and costs, and subject to the State as well as two public hearings.

Fran Bucco, 79 Freneau Avenue, Matawan. Ms. Bucco asked once the Water Plant bond is paid off will the rates go down. Mr. Ferrara informed the funding is a 30 year \$15 million bond.

Mayor Altomonte closed the floor for public comment.

Matawan Historical Society Placement of Second Stone in Memorial Park

Mayor Altomonte related Council approval of a stone monument for the Shark Attack victims, and the Society is now requesting a second.

Mayor Altomonte opened the floor for public comment.

James Duffy, Sr., Borough of Matawan Volunteer Firefighter. Mr. Duffy related his conversation with other Firefighters who oppose any MHS monument as it is their contention the Park is dedicated for veterans citing the better site of the monument is in front of Burrowes Mansion.

Fran Bucco, 79 Freneau Avenue, Matawan. Ms. Bucco expressed her support of the monument to commemorate the victims as it is, Memorial not Veteran's Park.

Curtis Roinestad, 13 Church Street, Matawan. Mr. Roinestad is here tonight representing the Matawan Historical Society acknowledging social media objection to the monuments in Memorial Park stating it is the Society's contention that Memorial Park is the most viable option at this time. The second stone is an "addendum" stone, which is being donated by the manufacturer, is to be placed at the bottom of the monument as opposed to the back, giving credit to its benefactors. The approximate size of the monument is 6 feet and the second stone is approximately 1 foot high. Council did not feel the Park is the location for a stone depicting monument sponsorship(s).

Shawn Costello, Deputy Fire Chief of the Borough of Matawan Fire Department. Deputy Chief Costello stated the only people who can speak on its behalf are the Chiefs and the BFO President. The issue was discussed with no subsequent vote. Deputy Chief Costello related his conversation with the Fire Chief and BFO President, who expressed their support of Council and any decision made on the issue.

Mayor Altomonte closed the floor for public comment.

Mr. Menna informed at this time no formal action by Council is required.

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Public Hearing

Mayor Altomonte read by title Resolution 16-06-02: Person-to-Person Transfer of Plenary Retail Consumption License from Bistro 34, LLC to Yios GRK, Inc. #1329-33-001-009. Mayor Altomonte requested a motion to open the public hearing. Councilman Vergaretti made the motion, seconded by Councilman Urbano. Council agreed. Motion passed. Mayor Altomonte requested comments. There were no comments. Mayor Altomonte requested a motion to close the public hearing. Councilman Vergaretti made the motion, seconded by Councilman Urbano. Council agreed. Motion passed. Mayor Altomonte read by title Resolution 16-06-02: Person-to-Person Transfer of Plenary Retail Consumption License from Bistro 34, LLC to Yios GRK, Inc. #1329-33-001-009 requesting a motion to adopt. Councilman Vergaretti made the motion, seconded by Councilman Urbano. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould

Motion passed.

**RESOLUTION 16-06-02
PERSON-TO-PERSON TRANSFER OF
PLENARY RETAIL CONSUMPTION LICENSE FROM
BISTRO 34, LLC TO YIOS GRK, LLC
#1329-33-001-009**

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail Consumption License Number 1329-33-001-009, heretofore issued to Bistro 34, LLC, trade name Bistro 34, LLC, for premises located at 787 Route 34, Matawan, New Jersey 07747; and

WHEREAS, Yios Grk, LLC submitted application form is deemed complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan does hereby approve, effective June 16, 2016, the Person-to-Person Transfer of the aforesaid Plenary Retail Consumption License held by Bistro 34, LLC, trade name Bistro 34, LLC, to Yios Grk, LLC, 787 Route 34, Matawan, New Jersey 07747, and does hereby direct the Borough Clerk/ABC Board Secretary to endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to Yios Grk, LLC, effective June 16, 2016."

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Police as well as Bistro 34, LLC, Yios Grk, LLC, Andrew I. Radmin, Esq. of Carkhuff & Radmin, PC, Lauren M. Dooley of Novins, York & Jacobus as well as the NJS Division of Alcohol Beverage Control.

Approval of Fire Police

Mayor Altomonte requested a voice vote to approve Michele Madden to Fire Police. Council agreed. Motion passed.

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Old Business

Mayor Altomonte read by title Ordinance 16-06: Calendar Year 2016 – Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (NJSA 40A:4-45.14). Mayor Altomonte requested a motion to open the public hearing. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Council agreed. Motion passed. Mayor Altomonte requested comments. There were no comments. Mayor Altomonte requested a motion to close the public hearing. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Council agreed. Motion passed. Mayor Altomonte read by title Ordinance 16-06: Calendar Year 2016 – Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (NJSA 40A:4-45.14) requesting a motion to adopt. Councilman Vergaretti made the motion, seconded by Councilman Urbano. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
 Councilman Vergaretti
 Councilman Urbano
 Councilwoman Gould

Motion passed.

**ORDINANCE 16-06
CALENDAR YEAR 2016
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO
ESTABLISH A CAP BANK
(NJSA 40A:4-45.14)**

***WHEREAS,** the Local Government Cap Law, NJS 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,*

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

***WHEREAS,** the Council of the Borough of Matawan in the County of Monmouth finds it advisable and necessary to increase its CY 2016 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,*

***WHEREAS,** the Council of the Borough of Matawan hereby determines that a 3.5% increase in the budget for said year, amounting to \$285,603.08 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,*

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

***NOW, THEREFORE, BE IT ORDAINED,** by the Council of the Borough of Matawan in the County of Monmouth a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2016 budget year, the final appropriations of the Borough of Matawan shall, in accordance with this ordinance and NJSA 40A:4-45.14, be increased by 3.5%, amounting to \$285,603.08, and that the CY 2016 municipal budget for the Borough of Matawan be approved and adopted in accordance with this ordinance.*

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

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

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

Mayor Altomonte read by title Resolution 16-05-57: Authorizing Execution of Employment Agreement Between the Borough of Matawan and Chief Jason Gallo. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Reeve_. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
 Councilman Vergaretti
 Councilman Urbano
 Councilwoman Gould

Motion passed.

**RESOLUTION 16-05-57
AUTHORIZING EXECUTION OF EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF MATAWAN AND CHIEF JASON GALLO**

***WHEREAS**, there is a need to have an Agreement between the Borough of Matawan and Chief of Police Jason Gallo respecting the 2015 and 2016 calendar years of employment; and*

***WHEREAS**, the Borough of Matawan and Chief Gallo have reached a satisfactory Employment Agreement for calendar years 2015 and 2016 after negotiation.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that it herewith authorizes the Mayor to execute the Employment Agreement with Chief Jason Gallo attached herewith for calendar years 2015 and 2016.*

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll as well as Chief Jason Gallo.*

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AGREEMENT

between

JASON GALLO

and

THE BOROUGH OF MATAWAN

This Agreement is entered into this ____ day of May 2016 through December 31, 2016 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 Jason Gallo, Chief, Borough of Matawan Police Department, Monmouth County, New Jersey, Hereinafter referred to as or "Chief" or "employee".

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

It is the intent of the Employer and the Employee that this Agreement is inclusive of the entire period of calendar year 2015 and will run through the entirety of calendar year 2016, and is dispositive of all employee/employer issues and terms and conditions of employment retroactive from January 1, 2015, through December 31, 2016.

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

Management Rights

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

Responsibilities of the Chief of Police

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

- a) Conduct and manage the day-to-day operations of the Police Department;

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

Scope of Agreement

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

Base Salary

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

<u>January 1, 2015</u>	<u>January 1, 2016</u>
\$130,140.08	\$132,742.88

Tuition Credit

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

College Credit Incentive Payment

The Borough of Matawan agrees that you shall receive a yearly college credit incentive payment for the calendar years 2015-2016 added to your base pay.

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

Holiday Schedule

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

Longevity Payments

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

Clothing and Maintenance Allowance

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

Personal Days

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

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 or civil union partner, child, stepchild, mother, father, stepmother, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother,

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grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, and grandchildren.

Vacation

Vacation shall be in keeping with the following schedule:

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

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

Separation From Service: Vacation Pay

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

Insurance

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

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

Medical Insurance

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

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

Non-Duplication of Benefits

All parties agree to coordinate benefits in situations where spouse has coverage. It is employee's expressed responsibility to provide the Borough 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 the Borough and provide the aforesaid documentation within 30 days.

Optical Plan

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

Sick Leave/Injury

Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate

The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at the rate of 5 (five) hours per pay period. Except for job related injuries, 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

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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 upon recommendation of the Borough Administrator and approval of the governing body after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.

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 Borough Administrator. The determination as to whether or not sick leave time may be used under this provision shall be made upon recommendation of the Borough Administrator and approval of the governing body.

Sick Leave Pay

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

Duty Injury Leave

A duty-incurred sickness or disability shall not be charged against the 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.

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Sick Leave Notification

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

Employees who are requesting paid sick leave shall notify or cause notification to be made to the Borough Administrator in writing. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to the Borough Administrator 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 Borough Administrator shall consider and handle the employee's absence without pay, unless the employee can later substantiate with documentation that it was impossible to make or cause such notification. The decision is to be made by the Borough Administrator.

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

Sick Leave Certification and Approval

If the Borough has reasonable grounds to believe sick leave is being abused, it may at its discretion require 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 physicians release certifying that they are fit to return to work. This release must be submitted to the Borough Administrator before the employee will be permitted to return to work. The Borough may also require, at its discretion, that 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.

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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

Employee shall be paid for one-half (1/2) of their total accrued sick leave upon their, retirement, including disability retirement, upon their resignation following ten (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.

Effective Date of Agreement

This Agreement shall be effective through and including December 31, 2014.

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

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

Time on Duty

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

Service Vehicle

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The Chief will be provided with an unmarked take-home service vehicle of the Police Department of the Borough of Matawan for his use on duty and for response when off-premises. The Chief agrees to contribute the sum of \$2,000.00 per year for the use of the vehicle. The Chief shall issue a check to the Borough of Matawan for the contribution amount of the first of every month, commencing on January 1, 2015, for the monthly pro-rated share of the annual contribution and deliver same to the CFO. The make and model of the automobile shall be either a sedan or SUV. It shall be equipped with such equipment as is needed for police work.

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

Separability and Savings

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

Fully Bargained Provision

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

Continuation of Benefits Not Covered by this Agreement

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

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Evaluation

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

In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this ____ day of _____, 2016.

ATTEST:
BOROUGH OF MATAWAN

Karen Wynne,
Municipal Clerk

Honorable Joseph Altomonte
Mayor

Jason Gallo
Chief of Police

5/17/2016
2:11 PM

Mayor Altomonte read by title Resolution 16-05-58: Authorizing Execution of Employment Agreement Between the Borough of Matawan and Lieutenant Benedict J. Smith. Mayor Altomonte requested a motion. Councilman Reeve made the motion, seconded by Councilman Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould

Motion passed.

**Borough of Matawan
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**RESOLUTION 16-05-58
RESOLUTION AUTHORIZING EXECUTION OF
EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF MATAWAN AND LIEUTENANT BENEDICT J. SMITH**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Lieutenant Benedict J. Smith respecting the 2015 and 2016 calendar years of employment; and

WHEREAS, the Borough of Matawan and Lieutenant Smith have reached a satisfactory Employment Agreement for calendar years 2015 and 2016 after negotiation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that it herewith authorizes the Mayor to execute the Employment Agreement with Lieutenant Smith attached herewith for calendar years 2015 and 2016.

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

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

This Agreement is entered into this day ____ of May 2016 through December 31, 2016 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 Benedict J. Smith, Lieutenant, Borough of Matawan Police Department, Monmouth County, New Jersey, Hereinafter referred to as “Lieutenant”, or “employee”.

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

It is the intent of the Employer and the Employee that this Agreement is inclusive of the entire period of calendar year 2015 and will run through the entirety of calendar year 2016, and is dispositive of all employee/employer issues and terms and conditions of employment retroactive from January 1, 2015, through December 31, 2016.

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 statues.*

2. *Base Salary:*

a. *Effective as of January 1, 2015 - \$123,867.08 per annum, plus longevity payments*

b. *Effective as of January 1, 2016 - \$126,344.42 per annum, plus longevity payments*

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

*New Year’s Day
Lincoln’s Birthday
Washington’s Birthday*

*Labor Day
Columbus Day
Veteran’s Day*

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<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Christmas Day</i>
<i>Independence Day</i>	<i>Martin Luther King Day</i>

3. *Benedict J. Smith shall be entitled to longevity payments in accordance with the following schedule:*

*10% of base salary commencing in the 20th year of service.
12.5% of base salary commencing in the 24th year of service.*

4. *Benedict J. Smith shall be entitled to an annual clothing and maintenance allowance of \$1,000.00. All new uniform requirements will be supplied by the Borough 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.*

5. *The Borough of Matawan agrees that you shall receive a yearly college credit incentive payment in the amount of \$500.00 for the calendar years 2015 and 2016 added to your base pay.*

6. *Benedict J. Smith shall be entitled to four (4) personal days per year. Notice of intention to exercise the personal days shall be given in writing to the 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:

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

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

Separation From Service: Vacation Pay

If Benedict J. Smith is laid off, resigns, or is otherwise separated from the service of the Borough but not as a result of misconduct, he shall receive vacation pay for all of his accrued vacation 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 Benedict J. Smith with a \$10,000.00 Life Insurance Policy and equal amount of Accidental Death and Dismemberment (AD&D) coverage.

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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 Benedict J. Smith, dependents and spouse in keeping with the provision of insurance coverage currently in effect at the signing of this Agreement. For the term of this Agreement, the Borough agrees to continue to provide the above benefit upon retirement with 25 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 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 Benedict J. Smith with an eye Examination, at an optometrist selected by the Borough, once every twenty-four (24) months. The Borough shall grant Benedict J. Smith an allowance of seventy-five (\$75.00) dollars toward the cost of one (1) pair prescription glasses in each twenty-four (24) month period. The Borough shall not be required to pay for more than one (1) eye examination or pay for more than one (1) eyeglass allowance for Benedict J. Smith in any twenty- four (24) month period.

Sick Leave/Injury

Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate

The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at the rate of 5 (five) hours per pay period. Except for job related injuries, 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:

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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.

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.

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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 physicians 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.

7. This agreement shall be effective through and including December 31, 2016.

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

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

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In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this ____ day of _____, 2016.

BOROUGH OF MATAWAN

Joseph Altomonte, Mayor

Date _____

ATTEST:

*Karen Wynne
Municipal Clerk*

Date _____

EMPLOYEE

Benedict J. Smith, Lieutenant

Date _____

Mayor Altomonte read by title Resolution 16-05-59: Authorizing Execution of Employment Agreement Between the Borough of Matawan and Lieutenant Thomas Falco. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
 Councilman Vergaretti
 Councilman Urbano
 Councilwoman Gould

Motion passed.

***RESOLUTION 16-05-59
RESOLUTION AUTHORIZING EXECUTION OF
EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF MATAWAN AND LIEUTENANT THOMAS FALCO***

WHEREAS, *there is a need to have an Agreement between the Borough of Matawan and Police Lieutenant Thomas Falco respecting the 2015 and 2016 calendar years of employment; and*

WHEREAS, *the Borough of Matawan and Lieutenant Falco have reached a satisfactory Employment Agreement for calendar years 2015 and 2016 after negotiation.*

NOW, THEREFORE, BE IT RESOLVED *by the Council of the Borough of Matawan that it herewith authorizes the Mayor to execute the Employment Agreement with Lieutenant Falco attached herewith for calendar years 2015 and 2016.*

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

**Borough of Matawan
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AGREEMENT
between
THOMAS FALCO
and
THE BOROUGH OF MATAWAN

This Agreement is entered into this ____ day of May 2016 through December 31, 2016 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 the intent of the Employer and the Employee that this Agreement is inclusive of the entire period of calendar year 2015 and will run through the entirety of calendar year 2016, and is dispositive of all employee/employer issues and terms and conditions of employment retroactive from January 1, 2015, through December 31, 2016.

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 January 1, 2015 - \$123,867.08 per annum, plus longevity payments
- b. Effective as of January 1, 2016 - \$126,344.42 per annum, plus longevity payments

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

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

- 10% of base salary commencing in the 20th year of service.
- 12.5% of base salary commencing in the 24th year of service.

4. Thomas Falco shall be entitled to an annual clothing and maintenance allowance of \$1,000.00. All new uniform requirements will be supplied by the Borough 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.

5. The Borough of Matawan agrees that you shall receive a yearly college credit incentive payment in the amount of \$500.00 for the calendar years 2015 and 2016 added to your base pay.

6. Thomas Falco shall be entitled to four (4) personal days per year. Notice of intention to exercise the personal days shall be given in writing to the 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.

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2:12 PM

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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 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:

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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.

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 physicians release certifying that they are fit to return to work. This release must be submitted to the Supervisor before the

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2:12 PM

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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.

7. This agreement shall be effective through and including December 31, 2016.

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

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

In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this _____ day of _____, 2016.

BOROUGH OF MATAWAN

Joseph Altomonte, Mayor

Date: _____

ATTEST:

Karen Wynne
Municipal Clerk

Date: _____

EMPLOYEE

Thomas Falco, Lieutenant

Date: _____

5/17/2016
2:12 PM

Consent Agenda

Mayor Altomonte read by title Resolutions 16-06-03 through and including 16-06-12, requesting a voice vote to approve en masse. Council agreed. Motion passed.

**RESOLUTION 16-06-03
REDEMPTION OF TAX SALE CERTIFICATE
FNA JERSEY LIEN SERVICES, LLC
CERTIFICATE #11-00105**

**Borough of Matawan
Workshop Session
June 9, 2016**

***WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #11-00105, which was sold to FNA Jersey Lien Services, LLC, PO Box 1030, Brick, NJ 08723; and*

***WHEREAS**, Certificate #11-00105 has been paid and fully redeemed for the property owner, Block 121, Lot 20, otherwise known as 122 Freneau Avenue.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$43,804.18, and a Premium of \$2,900.00, to the above for the redemption of Tax Sale Certificate #11-00105.*

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

**RESOLUTION 16-06-04
REDEMPTION OF TAX SALE CERTIFICATE
FNA JERSEY LIEN SERVICES, LLC
CERTIFICATE #12-00092**

***WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00092, which was sold to FNA Jersey Lien Services, LLC, PO Box 1030, Brick, NJ 08723; and*

***WHEREAS**, Certificate #12-00092 has been paid and fully redeemed for the property owner, Block 121, Lot 20, otherwise known as 122 Freneau Avenue.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$3,186.47 to the above for the redemption of Tax Sale Certificate #12-00092.*

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

**RESOLUTION 16-06-05
REDEMPTION OF TAX SALE CERTIFICATE
TOWER FUND SERVICES AS CUST FOR EBURY FUND 2 NJ, LLC
CERTIFICATE #13-00050**

***WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #13-00050 was sold to Tower Fund Services as Cust for Ebury Fund 2 NJ, LLC, PO Box 37695, Baltimore, MD 21297-3695; and*

***WHEREAS**, Certificate #13-00050 has been paid and fully redeemed for the property owner, Block 61, Lot 4.60, otherwise known as 60 Oak Knoll Drive.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$32,712.31, and a Premium of \$6,700.00, to the above for the redemption of Tax Sale Certificate #13-00050.*

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

**RESOLUTION 16-06-06
REDEMPTION OF TAX SALE CERTIFICATE
US BANK CUST FOR PC6, LLC
CERTIFICATE #15-00018**

***WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00018 which was sold to US Bank Cust for PC6, LLC, Sterling National, 50 South 16th Street, Suite 2050, Philadelphia, PA 19102; and*

***WHEREAS**, Certificate #15-00018 has been paid and fully redeemed for the property owner, Block 16, Lot 17, otherwise known as 64 Johnson Avenue.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$304.44, and a Premium of \$1,000.00, to the above for the redemption of Tax Sale Certificate #15-00018.*

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

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**RESOLUTION 16-06-07
REDEMPTION OF TAX SALE CERTIFICATE
PUBLIC TAX INVESTMENTS, LLC
CERTIFICATE #15-00030**

***WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00030 which was sold to Public Tax Investments, LLC, 575 Route 70, Second Floor, Brick, NJ 08723; and*

***WHEREAS**, Certificate #15-00030 has been paid and fully redeemed for the property owner, Block 31, Lot 1, otherwise known as 19 Orchard Street.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$2,088.84, and a premium of \$400.00, to the above for the redemption of Tax Sale Certificate #15-00030.*

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

**RESOLUTION 16-06-08
REDEMPTION OF TAX SALE CERTIFICATE
US BANK CUST FOR PFS FINL 1
CERTIFICATE #15-00042**

***WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00042 was sold to US Bank Cust for PFS FINL 1, 50 South 16th Street, Suite 2050, Philadelphia, PA, 19102; and*

***WHEREAS**, Certificate #15-00042 has been paid and fully redeemed for the property owner, Block 35, Lot 12 otherwise known as 193 Main Street.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$10,101.05 and a Premium of \$9,400.00 to the above for the redemption of Tax Sale Certificate #15-00042.*

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

**RESOLUTION 16-06-09
REDEMPTION OF TAX SALE CERTIFICATE
US BANK CUST FOR PC6, LLC
CERTIFICATE #15-00080**

***WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00080 was sold to US Bank Cust for PC6, LLC, Sterling National, 50 South 16th Street, Suite 2050, Philadelphia, PA, 19102; and*

***WHEREAS**, Certificate #15-00080 has been paid and fully redeemed for the property owner, Block 71, Lot 53.02, otherwise known as 101 Christine Court.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$709.19, and a Premium of \$1,000.00, to the above for the redemption of Tax Sale Certificate #15-00080.*

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

**RESOLUTION 16-06-10
REDEMPTION OF TAX SALE CERTIFICATE
PUBLIC TAX INVESTMENTS, LLC
CERTIFICATE #15-00089**

***WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00089 which was sold to Public Tax Investments, LLC, 575 Route 70, Second Floor, Brick, NJ 08723; and*

***WHEREAS**, Certificate #15-00089 has been paid and fully redeemed for the property owner, Block 94, Lot 2.02, otherwise known as 245 Harding Boulevard.*

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***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$465.61 to the above for the redemption of Tax Sale Certificate #15-00089.*

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

**RESOLUTION 16-06-11
REDEMPTION OF TAX SALE CERTIFICATE
PUBLIC TAX INVESTMENTS, LLC
CERTIFICATE #15-00107**

***WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00107 was sold to Public Tax Investments, LLC, 575 Route 70, Second Floor, Brick, NJ 08723; and*

***WHEREAS**, Certificate #15-00107 has been paid and fully redeemed for the property owner, Block 119, Lot 14, otherwise known as 22 Chestnut Drive.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$892.23 to the above for the redemption of Tax Sale Certificate #15-00107.*

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

**RESOLUTION 16-06-12
APPROVAL OF SOLICITORS PERMIT
CORNERSTONE MANAGEMENT CONCEPTS
D/B/A POWER HOME REMODELING GROUP**

***WHEREAS**, Cornerstone Management Concepts D/B/A Power Home Remodeling Group has passed the required Police Department background checks; and*

***WHEREAS**, Cornerstone Management Concepts D/B/A Power Home Remodeling Group has read Chapter 3-2.11 Handbills of the Borough of Matawan Code.*

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

*Business: Cornerstone Management Concepts D/B/A Power Home Remodeling Group
 6 Kingsbridge Road
 Fairfield, NJ 07004*

*Applicants: Ryan Fanning
 49 Woods Road
 Ramsey, NJ 07446*

- | | |
|---|--|
| <i>Jorge Abreu
240 North 9th Street
Prospect Park, NJ 07508</i> | <i>Dudley Albert
112 Union Road, Apt. 3M
Spring Valley, NY 10977</i> |
| <i>Alfred Arias
428 Roe Street
Haledon, NJ 07508</i> | <i>Matthew Coyle
1316 Omaha Road
North Brunswick, NJ 08902</i> |
| <i>Romeo Gutierrez
50 Shady Terrace
Wayne, NJ 07470</i> | <i>Christian Tejeda
45 Zaloriskie Street
Haledon, NJ 07508</i> |
| <i>Dennis Wilson
901 DeSimone Court
Ramsey, NJ 07446</i> | |

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

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New Business

Mayor Altomonte read by title Resolution 16-06-13: Authorizing the Waiver of Fees – Matawan Historical Society. Mayor Altomonte requested a motion. Councilman Reeve made the motion, seconded by Councilman Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould

Motion passed.

**RESOLUTION 16-06-13
AUTHORIZING THE WAIVER OF FEES
MATAWAN HISTORICAL SOCIETY**

***WHEREAS**, the Matawan Historical Society is a long standing member of the Matawan community; and,*

***WHEREAS**, the Matawan Historical Society is in need of use of the Matawan Municipal Community Center (MMCC) Gym, Cafeteria, Terhune and Memorial Parks to host its week-long event of the commemorating the 100th Anniversary of the 1916 Shark Attacks at Matawan Creek, and has provided the necessary paperwork including the Certificate of Insurance and Hold Harmless Agreement as per Borough Ordinances; and*

***WHEREAS**, the Matawan Historical Society is requesting the Borough, as an expression of support and encouragement, to waive all fees including room/park rentals, set-up and cleaning fees.*

***NOW, THEREFORE, BE IT RESOLVED** that the Council of the Borough of Matawan hereby waives the room/park rental, set-up and cleaning fees totaling \$4,149.00 for the Matawan Historical Society, and grants them permission to use the MMCC Gym, Cafeteria, Terhune and Memorial Parks from July 9-17, 2016.*

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

Mayor Altomonte read by title Resolution 16-06-14: Renewal of 2016-2017 ABC Liquor Licenses. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Urbano. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould

Motion passed.

**RESOLUTION 16-06-14
RENEWAL OF 2016-2017 ABC LIQUOR LICENSES**

***BE IT RESOLVED** by the Borough Council of the Borough of Matawan that the following liquor licenses be renewed, subject however to the rules, regulations, receipt of Tax Clearance Certificates, statutes and ordinances affecting the same, said licenses to expire June 30, 2016.*

<u>LICENSE #</u>	<u>NAME</u>	<u>ADDRESS</u>
<u>Plenary Retail Consumption License</u> \$1,600.00		
1329-33-006-005	Gatti & Ruggiero (Bart's Restaurant)	74 Main St. Matawan, NJ 07747

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1329-33-009-007 Mayer Catering 172 Freneau Ave. Matawan, NJ 07747

1329-33-013-007 Green Valley Corp 1040 Hwy 34 Matawan, NJ 07747

**Plenary Retail Distribution License
\$950.00**

1329-44-007-008 Liquor Pros, Inc.
(79 Liquors) 78 Freneau Ave. Matawan, NJ 07747

1329-44-008-005 Kamal, Inc.
(Wine Chateau) 60 Main St. Matawan, NJ 07747

Mayor Altomonte read by title Resolution 16-06-15: 2015 Road Improvement Program Contract 1 – JTG Construction, LLC – Authorizing Change Order No. 3. Mayor Altomonte requested a motion. Councilman Urbano made the motion, seconded by Councilman Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
 Councilman Vergaretti
 Councilman Urbano
 Councilwoman Gould

Motion passed.

**RESOLUTION 16-06-15
2015 ROAD IMPROVEMENT PROGRAM CONTRACT 1
JTG CONSTRUCTION, LLC
AUTHORIZING CHANGE ORDER NO. 3**

WHEREAS, T&M Associates has informed the Council that Items A10, A11, A12, A13, A14 and A20 are reduced to reflect current as-built qualities to the 2015 Road Improvement Program Contract 1, for a total reduction to reflect this Change Order No. 3 of Twelve Thousand Six Hundred Thirty Eight Dollars and Forty Cents (\$12,638.40); and

WHEREAS, T&M Associates has informed the Council that Items A15, A19, B28, D14, D16, D18, D34 and D50 have been increased to reflect current as-built quantities to the 2015 Road Improvement Program Contract 1, for a total extra this Change Order No. 3 of Twelve Thousand Six Hundred and Thirty Three Dollars and Eighty Two Cents (\$12,633.82); and

WHEREAS, T&M Associates has informed the Council that Supplementary Item DS-7 will extend the contract completion date to June 17, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, based upon the recommendations of Robert Keady, T&M Associates, that they hereby authorize the attached contract modification proposal, Change Order No. 3, for the 2015 Road Improvement Program Contract 1, a Net Change Reduction This Change Order No. 3, in an amount not to exceed Four Dollars and Fifty Eight Cents (\$4.58).

BE IT FURTHER RESOLVED this amount reflects a total Net Change in Contract of Twenty Eight Thousand Eight Hundred Eighty Eight Dollars and Ninety Five Cents (\$28,888.95).

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

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

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

SHEET NO. 1 OF 2
PROJECT NO. MATN-03651

CHANGE ORDER NO. 3

DATE: May 23, 2016

PROJECT: 2015 Road Improvement Program - Contract 1

OWNER: Borough of Matawan

CONTRACTOR: JTG Construction, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

EXTRA:

Various items are increased to reflect current as-built quantities.

SUPPLEMENTARY:

DS-7 Contract Completion Date Extended to June 17, 2016

APPROVAL RECOMMENDED:

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

ACCEPTED:

CONTRACTOR:
JTG Construction, Inc.

OWNER'S APPROVALS:

Mayor Joseph Altomonte
Borough of Matawan

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$12,638.40
B. TOTAL EXTRAS THIS C.O.	\$12,633.82	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXX
TOTALS THIS C.O.	\$12,633.82	\$12,638.40
NET CHANGE THIS CHANGE ORDER		\$4.58
PREVIOUS CHANGE ORDERS	\$44,203.53	\$15,310.00
TOTAL CHANGE ORDERS TO DATE	\$56,837.35	\$27,948.40
NET CHANGE IN CONTRACT	\$28,888.95	

ORIGINAL CONTRACT BID PRICE	\$1,191,604.76
CHANGE ORDERS TO DATE	\$28,888.95
REVISED CONTRACT PRICE	\$1,220,493.71

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CHANGE ORDER NO. 3

SHEET NO. 2 OF 2
PROJECT NO. MATN-03651

PROJECT: 2015 Road Improvement Program - Contract 1

OWNER: Borough of Matawan

CONTRACTOR: JTG Construction, Inc.

R E D U C T I O N	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
	A10	Coarse Aggregate No. 4, Var Thicknes (If & Where Dir)	25.00 CY	\$36.00	\$900.00
	A11	Dense Graded Aggregate Base Course, 6" Thick	750.00 SY	\$7.60	\$5,700.00
	A12	HMA Milling, 3" or Less	240.00 SY	\$3.10	\$744.00
	A13	Polymerized Joint Adhesive	1700.00 LF	\$2.20	\$3,740.00
	A14	Tack Coat	196.00 GAL	\$6.40	\$1,254.40
	A20	9"x18" Concrete Vertical Curb	5.00 LF	\$60.00	\$300.00

A. TOTAL REDUCTIONS

\$12,638.40

E X T R A	A15	HMA Surface Course, 9.5M64, 2" Thick	8.46 TON	\$74.60	\$631.12
	A19	6"x18" Concrete Vertical Curb	30.00 LF	\$50.00	\$1,500.00
	B28	Concrete Driveway, Reinforced, 6" Thick	3.11 SY	\$70.00	\$217.70
	D14	12" Reinforced Concrete Pipe, Class III	75.00 LF	\$55.00	\$4,125.00
	D16	Reconstructed Inlet, Type 'B', Using New Casting	1.00 UN	\$1,300.00	\$1,300.00
	D18	Bicycle Safe Grate for Inlet, Type B	1.00 UN	\$400.00	\$400.00
	D34	Concrete Encasement (If & Where Dir)	80.00 CY	\$50.00	\$4,000.00
	D50	Mountain Fire Andromeda, 2-1/2'-3' Ht.	2.00 UN	\$230.00	\$460.00

B. TOTAL EXTRA

\$12,633.82

	DS-7	Contract Completion Date Extended to June 17, 2016	1.00 LS	\$0.00	\$0.00

C. TOTAL SUPPLEMENTARY

\$0.00

Mayor Altomonte read by title Resolution 16-06-16: 2015 Road Improvement Program Contract 2 – Black Rock Enterprises, LLC – Authorizing Change Order No. 3. Mayor Altomonte requested a motion. Councilman Reeve made the motion, seconded by Councilman Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould

Motion passed.

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**RESOLUTION 16-06-16
2015 ROAD IMPROVEMENT PROGRAM CONTRACT 2
BLACK ROCK ENTERPRISES, LLC
AUTHORIZING CHANGE ORDER NO. 3**

WHEREAS, T&M Associates has informed the Council that Items 10, 11, 14, 27, 32, 33, 36 and 42 are reduced to reflect current as-built qualities to the 2015 Road Improvement Program Contract 2, for a total reduction to reflect this Change Order No. 3 of Twenty Three Thousand Six Hundred Sixteen Dollars and Twenty Five Cents (\$23,616.25); and

WHEREAS, T&M Associates has informed the Council that Items 6, 7, 17, 41 and 49 have been increased to reflect current as-built quantities to the 2015 Road Improvement Program Contract 2, for a total extra this Change Order No. 3 of Twenty Three Thousand Six Hundred Sixteen Dollars and Eighteen Cents (\$23,616.18); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, based upon the recommendations of Robert Keady, T&M Associates, that they hereby authorize the attached contract modification proposal, Change Order No. 3, for the 2015 Road Improvement Program Contract 2, a Net Change Reduction This Change Order No. 3, in an amount of Zero Dollars and Seven Cents (\$0.07).

BE IT FURTHER RESOLVED this amount reflects a total Net Change in Contract of Four Thousand One Hundred Ninety Nine Dollars and Eighteen Cents (\$4,199.18).

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

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

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

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

CHANGE ORDER NO. 3

DATE: May 23, 2016

PROJECT: 2015 Road Improvement Program - Contract 2

OWNER: Borough of Matawan

CONTRACTOR: Black Rock Enterprises, LLC

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

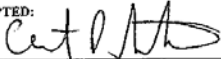
EXTRA:

Various items are increased to reflect current as-built quantities.

SUPPLEMENTARY:

APPROVAL RECOMMENDED:

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

ACCEPTED: 

CONTRACTOR:
Black Rock Enterprises, LLC

OWNER'S APPROVALS:

Mayor Joseph Altomonte
Borough of Matawan

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$23,616.25
B. TOTAL EXTRAS THIS C.O.	\$23,616.18	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$23,616.18	\$23,616.25
NET CHANGE THIS CHANGE ORDER		\$0.07
PREVIOUS CHANGE ORDERS	\$19,775.00	\$15,575.75
TOTAL CHANGE ORDERS TO DATE	\$43,391.18	\$39,192.00
NET CHANGE IN CONTRACT	\$4,199.18	

ORIGINAL CONTRACT BID PRICE	\$964,373.05
CHANGE ORDERS TO DATE	\$4,199.18
REVISED CONTRACT PRICE	\$968,572.23

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CHANGE ORDER NO. 3

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

PROJECT: 2015 Road Improvement Program - Contract 2
OWNER: Borough of Matawan
CONTRACTOR: Black Rock Enterprises, LLC

	ITEM NO.	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
REDUCTIONS	10	Coarse Aggregate No. 4, 6" Thick (If & Where Dir)	708.00	SY	\$5.50	\$3,894.00
	11	Dense Graded Agg Water main Trench Backfill	30.00	CY	\$25.00	\$750.00
	14	Polymerized Joint Adhesive	4785.00	LF	\$1.25	\$5,981.25
	27	Reset Existing Casting	2.00	UN	\$350.00	\$700.00
	32	Granite Block Curb	58.00	LF	\$27.00	\$1,566.00
	33	Reset Granite Block Curb	45.00	LF	\$27.00	\$1,215.00
	36	Concrete Driveway, Reinforced, 6" Thick	81.00	SY	\$70.00	\$5,670.00
	42	8" Ductile Iron Water Pipe, Class 52	64.00	LF	\$60.00	\$3,840.00
A. TOTAL REDUCTIONS						\$23,616.25
EXTRA	6	Police Traffic Directors	29.89	HR	\$95.96	\$2,868.53
	7	Excavation, Test Pits	3.00	UN	\$400.00	\$1,200.00
	17	HMA Surface Course, 9.5M64, 2" Thick	79.88	TON	\$100.00	\$7,988.00
	41	Traffic Markings, Thermoplastic	155.00	SF	\$5.78	\$895.90
	49	Concrete Encasement (If & Where Dir)	85.31	CY	\$125.00	\$10,663.75
B. TOTAL EXTRA						\$23,616.18
SUPPLEMENTARY						\$0.00
C. TOTAL SUPPLEMENTARY						\$0.00

Mayor Altomonte read by title Resolution 16-06-17: Approving the Discharge of Fireworks in the Borough of Matawan in Celebration of Independence Day. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Urbano. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould

Motion passed.

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**RESOLUTION 16-06-17
APPROVING THE DISCHARGE OF FIREWORKS IN THE
BOROUGH OF MATAWAN IN CELEBRATION OF
INDEPENDENCE DAY**

*WHEREAS, the Council of the Borough of Matawan is desirous to hold their annual fireworks display;
and*

*WHEREAS, the Borough Administrator received two (2) quotes for professional services for the display of
fireworks; and*

*WHEREAS, Starfire Corporation/Serpico Pyrotechnics, LLC, 133 Orchard Court, Toms River, New
Jersey 08753-1334 is qualified to provide specialized professional services for the display of fireworks.*

*NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan hereby approves
the discharge of fireworks as outlined in the attached contract with accompanying hold harmless agreement and
satisfactory certificates of insurance, subject to the approval of the First Presbyterian Church for the use of its
property as a staging area, in conjunction with the Agreement between the Borough of Matawan and Starfire
Corporation/Serpico Pyrotechnics, LLC to take place on July 1, 2016 with a rain date of July 2, 2016, and that
Borough of Matawan be authorized to enter into a hold harmless agreement for the First Presbyterian Church in an
amount not to exceed Eight Thousand Dollars and No Cents (\$8,000.00).*

*BE IT FURTHER RESOLVED the Council of the Borough of Matawan hereby authorizes the Borough
Administrator to execute the Agreement on behalf of the Borough of Matawan.*

*BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the
following Borough of Matawan Departments: Administration, Clerk, Finance, Construction, Fire, First Aid, Police,
Public Works, Recreation as well as Starfire Corporation/Serpico Pyrotechnics, LLC.*

CERTIFICATION AS TO AVAILABLE FUNDING

*I, Monica Antista, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date
of this certification funds are available from the 6-01-28-370-200 Budget of the Borough of Matawan to Starfire
Corporation/Serpico Pyrotechnics, LLC for fireworks for the Borough of Matawan in an amount not to exceed Eight
Thousand Dollars and No Cents (\$8,000.00).*

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

Chief Financial Officer

(Signature on File)

Monica Antista, CMFO

Dated: June 9, 2016

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Louis C. Ferrara
Borough Administrator
Borough of Matawan
201 Broad Street
Matawan, New Jersey 07747

June 3, 2016

Re: Borough of Matawan Fireworks Display
July 1, 2016; Rain date, July 2, 2016

Dear Lou:

I am pleased to enclose herein one set of documents for the above captioned fireworks display for your review. The documents enclosed for the display are as follows:

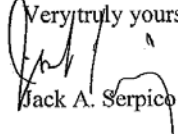
1. Contract of Sale.
2. Program of shells for the display.
3. Hold Harmless Agreement.
4. FAA Notification.
5. List of EX Numbers and Certification.
6. Display Company Requirements Form.
7. Site Plan for your permit application.

I will provide the insurance certificate when a signed Contract is returned to me. I will forward the response from the FAA upon receipt. A list of personnel will be provided to the Township Fire Official prior to the display date.

I will forward a copy of the enclosures to Glenn via email.

Please contact me with any questions or comments that you may have.

Thank you.

Very truly yours,

Jack A. Serpico

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Workshop Session
June 9, 2016**

To Whom It May Concern:

Please be advised that the following is a list of the EX Numbers being used for the Borough of Matawan fireworks display to be held on July 1, or July 2, 2016:

2002040097
2001020097
2002040090
2002040096
2002030228

Please be further advised that no Class C, consumer grade fireworks will be used in the above referenced fireworks display. The method of firing will be both manual and electrical ignition. Our crew will follow the provisions of NFPA code sections 1123, 1124 and 1126 as applicable to outdoor firework displays. A member of our crew will possess a current New Jersey Blaster's Permit for the electrically fired portion of our display. Additionally, our crew will follow the provisions set forth in the N.J.A.C. 5:70-3, Ch. 33. No flash salute or report larger than 3 inches in diameter will be used in the display. There will be no reloading of fireworks during the display and the crew will have proper personal protective equipment. The display will not be fired if the winds exceed 20 mph. HDPE (High Density Poly Ethol) plastic mortars, with wooden plugs contained in wooden racks will be used.

Any questions or further information may be requested from me at your convenience.



Jack A. Serpico
Authorized Company Representative

**Borough of Matawan
Workshop Session
June 9, 2016**

**Starfire Corporation
Route Sheet
U.S. DOT # 554645
MC# 613115
Hazmat Reg. # 052213 550 065V- ID: 021577**

DATE: July 1, 2016

FROM: 775 N. Orchard Road, Vineland, N.J.

DESTINATION: 883 Route #34, Matawan, NJ

ROUTE:

**North Orchard Road to Wheat Road to Route 50
to Weymouth/Malaga Road to Route 322 to
Cologne Road to County Highway 561 to County
Highway 575 to Garden State Parkway North to
Exit 105 to Route 18 No. Rte 34 No to 883 Route
34.**

The undersigned driver does hereby certify that he or she will follow the above described route. If the show is cancelled and/or fireworks are returned to the magazine after the show the driver will follow the route in reverse.

Driver's Signature:

Date:

**Borough of Matawan
Workshop Session
June 9, 2016**

DISPLAY CONTRACT

The Borough of Matawan, hereinafter referred to as the "sponsor", hereby agrees to purchase a fireworks display from Serpico Pyrotechnics, LLC/Starfire Corporation, Joint Venture hereinafter referred to as the "company" on the terms and conditions set forth hereinafter.

1. Purchase Price. The sponsor will pay to the company (all checks made payable to Serpico Pyrotechnics, LLC) the sum of Eight Thousand Dollars (\$8,000.00) for the display, said sum to be paid as follows:

a. The balance of the purchase price shall be paid to the company at the conclusion of the display.

b. In the event the balance of the purchase price is not paid within 30 days after the display date, all sums owed to the sponsor for the display will bear interest at the rate of 1.5% per month until paid in full. In addition to the foregoing, the sponsor shall pay all of the costs of collection of any amount due hereunder incurred by the company, including reasonable attorney's fees and court costs. The aforementioned interest charge and collection costs including attorney's fees shall apply to any sum due pursuant to the terms of this contract if not paid within 30 days of its due date.

2. Display Date. The date of the display will be July 1, 2016. The rain or cancellation date will be on July 2, 2016.

3. Display Site. The sponsor shall provide an appropriate display site that meets the requirements of all applicable NFPA code sections and the applicable provisions of the New Jersey State Statutes and Department of Community Affairs Regulations. Additionally, the site must be approved by the company and the authority having jurisdiction over the display.

4. Site Security. The sponsor shall provide police and/or crowd security personnel, proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until the company crew chief advises that this is no longer necessary. Company personnel shall have control of the firing area during the display (although security shall continue to be the sponsor's responsibility). The sponsor will be responsible for the cleanup of any fallout debris from the display; however company personnel will dispose the boxes brought to the site by the company.

In the event any unauthorized persons or vehicles enter the safety zone, company personnel shall have the right to terminate the display.

Immediately following the display company personnel will search the display area for any unexploded fireworks and safely dispose of any that are found. A company representative will inspect the site the morning after the display and safely dispose of any unexploded fireworks discovered during the inspection in accordance with NFPA code requirements. The company will also provide the authority having jurisdiction over the display with a post-display inspection report within 48 hours after the display. The post-display inspection report will contain the time of the search; the results thereof; any product malfunctions and any injuries.

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5. Permits. The sponsor shall be responsible for obtaining all permits and governing body resolutions required for the display

6. Postponement or Cancellation of the Display. In the event of inclement weather or excessive winds on the date of the display, the parties hereto shall confer and if they agree that the weather or wind conditions require the show to be postponed, the show will be postponed to the rain date set forth above. In the event the show cannot be fired on the rain date, due to any of the aforementioned conditions it must be rescheduled within 90 days of that display date. In the event the show is not rescheduled within the 90 day period the sponsor will pay to the company a sum equal to 50% of the total show price.

In the event the show is postponed on the day of the show there will be a postponement fee charged to the sponsor in an amount equal to the costs incurred by the company for loading and unloading the show, vehicle and transportation expenses, insurance expense and labor. Said fees shall be paid within 30 days of the date the show is postponed.

7. Insurance. The company shall have liability insurance in the minimum amount of \$1,000,000.; workers compensation insurance and vehicle insurance. Proof of the foregoing insurances shall be provided to the sponsor when this contract is executed by both parties.

8. Personnel. The company shall provide sufficient trained personnel to set up, fire and break down the display in a workmanlike manner.


9. Miscellaneous. The company reserves the right to substitute product in the show with product equal to or greater in value at its discretion. The company shall not be responsible for events beyond its control, including the weather. In the event the display is damaged or destroyed by rain, wind or lake conditions, the risk of loss shall remain with the sponsor.

In the event the display is set up and it has to be postponed to the next day due to weather or wind conditions, the display will not be broken down. Additionally, the sponsor shall provide security for the site until the company crew arrives the next day to fire the show.

The authorized representatives of the parties hereby agree to the aforementioned terms and conditions of this contract on the date and year set forth below.

Serpico Pyrotechnics, LLC./
Starfire Corporation.

Borough of Matawan

6/9/16 
Date Jack A. Serpico

Date Louis C. Ferrara,
Borough Administrator

**Borough of Matawan
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June 9, 2016**

DISPLAY SYNOPSIS FOR BOROUGH OF MATAWAN, JULY 1, 2016

OPENING BARRAGE

2.5" – 20

MAIN BODY

The main portion or body of the show will consist of 468 aerial shells ranging in size from 2.5 inches to 4.0 inches in diameter. Some of the shells will be fired as single fired shells; the others will be fired in chains of 2 or 3 shells each as follows:

3.0" – 144 single shells

4.0" – 102 single shells

2.5" – 40 flights @ 3 shells each

3.0" – 20 flights @ 3 shells each

4.0" – 21 flights @ 2 shells each

FINALE

The Finale will consist of 438 aerial shells ranging in size from 2.5 inches to 4.0 inches in diameter as follows:

2.5"- 300

3.0" – 120

4.0" – 18

**Borough of Matawan
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**FIREWORKS DISPLAY
HOLD HARMLESS AGREEMENT**

**BETWEEN THE BOROUGH OF MATAWAN AND SERPICO PYROTECHNICS,
LLC./STARFIRE CORPORATION, JOINT VENTURE**

WITNESSETH:

1. SERPICO PYROTECHNICS, LLC./ STARFIRE CORPORATION, JOINT VENTURE (CONTRACTOR) agrees to release, indemnify and hold harmless the BOROUGH OF MATAWAN (SPONSOR) and the First Presbyterian Church of Matawan from and against any loss, damage or liability, including attorney's fees and expenses incurred by the latter entity or entities and their respective employees, agents volunteers, or other representatives, arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.
- .2 The applicant or Contractor has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: \$500,000

General Liability: \$1,000,000/\$2,000,000; \$9,000,000, umbrella policy

Automobile Liability: \$1,000,000.

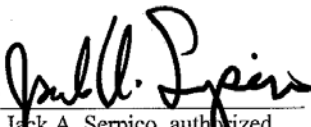
A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" named as an additional insured on all liability policies.
3. The facilities will be used for the following purpose and no other:
Event: Fireworks Display Date: July 1, 2016
Rain Date: July 2, 2016

Dated: June 5, 2015.

Witness:


Denise Serpico

Signed:


Jack A. Serpico, authorized
Company representative

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DISPLAY COMPANY REQUIREMENTS

(Format consistent with the State of New Jersey DCA form)

- [x] 1. Provide total number of shells and sizes (U.S. diameter) being used.
- [x] 2. Provide types and amounts of ground or low level devices to be used.
- [x] 3. Indicate the method by which display will be fired. If it is an electrically-fired display, provide the name of the Department of Labor certified operator. Operator must have a valid certificate in their possession at the display site.
- [x] 4. Provide timetable of the delivery of product to site; set up; live load.
- [x] 5. Provide Certificate of Insurance (general and auto liability) in the amount of not less than \$500,000.00. Certificate must be valid for duration of event, including rain dates.
- [x] 6. The use of salutes/reports larger than 3" is prohibited.
- [x] 7. No display will be fired if the wind exceeds 20 MPH.
- [x] 8. Provide a list of personnel who will be representing the display company, indicating their function and experience. Drivers of vehicles transporting live material must have a valid Certificate of Fitness in their possession at the display site.
- [x] 9. Provide a post-display report within 48 hours of the display. The Report must include the following; time the search of the fallout zone was conducted and the results; any product malfunctions; and any injuries.
- [x] 10. Provide a letter attesting to the understanding of all of the above requirements as well as the requirements set forth in N.J.A.C. 5:70-f-3100 (New Jersey Uniform Fire Code) and NFPA sections 1123, 1124, and 1126 and that the display will be in compliance with the same.

Jack A. Serpico, Authorized 6/3/2016
Company Representative Date

ALL REQUIRED INFORMATION MUST BE PROVIDED WITH THE PERMIT APPLICATION, FAILURE TO PROVIDE THE REQUIRED INFORMATION WILL RESULT IN DELAYS WHICH COULD AFFECT THE PROCESSING OF THE PERMIT.

SHOULD YOU HAVE ANY QUESTIONS OR NEED ASSISTANCE FILL OUT THE REQUIRED FORM PLEASE CALL (609) 633-6132.

MUNICIPAL /SPONSOR REQUIREMENTS ARE ON THE REVERSE SIDE OF THE STATE FORM (not this document).

**Borough of Matawan
Workshop Session
June 9, 2016**



U.S. Department
of Transportation

Eastern Service Center
Operations Support Group
AJV-E2

1701 Columbia Ave.
College Park, GA 30337

REQUEST FOR FIREWORKS DISPLAY

Company Name: _____ Serpico Pyrotechnics, LLC _____

Email Address of Person Requesting the Show: _____ pyrojack@aol.com _____

Event Name: _____ Borough of Matawan Fireworks Display _____

Display Date: _____ July 1, 2016 _____ **Rain Date:** _____ July 2, 2016 _____

Display Start Time: _____ 9:00-9:45 pm _____

Duration of Fireworks Display: _____ 12-15 minutes _____

Max Height of Fireworks _____ 475 feet _____

City or Town and State (Physical Address): _____ Borough of Matawan, Monmouth County, NJ _____

Latitude: 40° 24' 42.31" _____ (North) **Longitude:** 74° 14' 24.03" _____ (West)

Location or Special Notes: On the banks of Lake Leffert, Matawan, New Jersey.
Submitted on behalf of Serpico Pyrotechnics, LLC.
Address: 133 Orchid Court
Toms River, New Jersey 08753
Contact: Jack Serpico, (732) 616-2085

Please email your request to:
9-ATO-ESA-OSG-Fireworks@faa.gov

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June 9, 2016**

Allied Specialty Insurance, Inc.
10451 Gulf Boulevard
Treasure Island, Florida 33706
727-367-6900 800-237-3355

Request for Certificate of Insurance


Date: June 3, 2016

To: M. Kugler
Email: mkugler@alliedspecialty.com

From: Jack Serpico
Business Name: STARFIRE CORPORATION/SERPICO PYROTECHNICS, LLC
Account #: S09259
Telephone: 814-344-9200
Email: jean@starfirecorporation.com

Certificate Holder Name: Borough of Matawan
Certificate Holder Address: 201 Broad Street
Matawan, New Jersey 07747
Display Date: July 1, 2016
Rain Date: July 2, 2016
Location of Display: On the banks of Lake Lefferts, Church
property in Matawan, NJ
Special Instructions: MAIL COPY TO CUSTOMER
Email copy to pyrojack@aol.com
Additional Insured: Borough of Matawan, Matawan P.B.A. and
Fire Department and the First Presbyterian
Church of Matawan

Borough of Matawan
Workshop Session
June 9, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Allied Specialty Insurance, Inc.
10451 Gulf Boulevard
Treasure Island, FL 33706-4814
1-800-237-3355

CONTACT
NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL:
ADDRESS:
INSURER(S) AFFORDING COVERAGE
INSURER A: T.H.E. Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #
12866

INSURED
Starfire Corporation / Serpico Pyrotechnics, LLC
682 Cole Road
Carrolltown, PA 15722

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

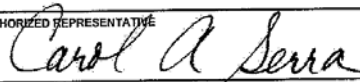
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPP0100095-06	01/22/2016	01/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPP0100095-06	01/22/2016	01/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ELP0010030-06	01/22/2016	01/22/2017	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUS- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					
DISPLAY DATE : 07/01/16 RAIN DATE: 07/02/16 LOCATION: On the banks of Lake Lefferts, Church property in Matawan, NJ RE: GENERAL LIABILITY, THE FOLLOWING ARE NAMED ADDITIONAL INSURED WITH RESPECTS TO THE OPERATION OF THE NAMED INSURED ONLY: Borough of Matawan, Matawan P.B.A. and Fire Department and the First Presbyterian Church of Matawan						
The above Commercial General Liability (CGL) policy affords bodily injury & property damage liability coverage arising directly from a fireworks display, however, no Marine, Hull & Machinery, P&I or Pollution Liability coverage is afforded under this CGL policy arising from the use of any barge, docks, piers, wharves or floating platforms.						

CERTIFICATE HOLDER
Borough of Matawan
201 Broad Street
Matawan, New Jersey 07747

Cert # 1594

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


AUTHORIZED REPRESENTATIVE


ACORD 25 (2010/05)

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Borough of Matawan
Workshop Session
June 9, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2016

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PRODUCER
Allied Specialty Insurance, Inc.
10451 Gulf Boulevard
Treasure Island, FL 33706-4814
1-800-237-3355

CONTACT
NAME:
PHONE
(A/C, No, Ext):
FAX
(A/C, No):
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A : T.H.E. Insurance Company
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

NAIC #
12866

INSURED
Starfire Corporation
682 Cole Road
Carrolltown, PA 15722

COVERAGES

CERTIFICATE NUMBER:

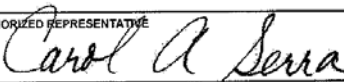
REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	POLICY						\$
	PROJECT						\$
	LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
	HIRED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP0005161-006	01/22/2016	01/22/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)	Y/N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
	DISPLAY DATE : 07/01/16 RAIN DATE: 07/02/16 LOCATION: On the banks of Lake Lefferts, Church property in Matawan, NJ						

CERTIFICATE HOLDER
Borough of Matawan
201 Broad Street
Matawan, New Jersey 07747

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


ACORD 25 (2010/05)

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Mayor Altomonte read by title Resolution 16-06-18: Authorizing the Borough Administrator to Prepare, Publish and Disseminate a Request for Qualifications and Statements of Interest for a Master Redeveloper for the Borough of Matawan Train Station Redevelopment Area. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould

Motion passed.

**Borough of Matawan
Workshop Session
June 9, 2016**

RESOLUTION 16-06-18

AUTHORIZING THE BOROUGH ADMINISTRATOR TO PREPARE, PUBLISH AND DISSEMINATE A REQUEST FOR QUALIFICATIONS AND STATEMENTS OF INTEREST FOR A MASTER REDEVELOPER FOR THE BOROUGH OF MATAWAN TRAIN STATION REDEVELOPMENT AREA

***WHEREAS**, Section 8 of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12-8) permits a municipality to contract with a designated redeveloper for the construction of redevelopment projects pursuant to a redevelopment plan; and*

***WHEREAS**, the Borough of Matawan (the “Borough”) previously adopted a redevelopment plan (the “Plan”) for the Train Station Area (as such term is defined in the Plan, the “Train Station Redevelopment Area”); and*

***WHEREAS**, the intent of the Borough in adopting the Plan and is to generate the construction of ratables within the Train Station Redevelopment Area.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the Borough Administrator, together with the Borough’s staff and professionals, is hereby authorized and directed to develop a request for qualifications and statements of interest for a Master Redeveloper for dissemination to the development community. Such documents shall request a statement of the type of project envisioned and the submission of evidence demonstrating such developer’s experience in developing similar projects and the financial ability to commence and complete the proposed project in a reasonable timeframe. The Borough shall permit solicit for projects that are residential (either rental or ownership), commercial/retail or mixed use in nature. The timeframe for response to such solicitation shall not be less than 30 calendar days.*

***BE IT FURTHER RESOLVED** that such document, once completed, shall be disseminated by the Borough to all developers that shall request the same. The Borough may provide such documents to developers who have expressed an interest in the Borough; shall post a notice of the availability of the document prominently on the Borough’s website and shall cause the notice to be posted or published on websites, and in magazines and newspapers reasonably designed to reach the development community.*

***BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.*

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance as well as the Jan L. Wouters, Esq., Bathgate, Wegener & Wolf, PC, Redevelopment Attorney.*

CERTIFICATION AS TO AVAILABLE FUNDING

I, Monica Antista, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the 6-01-20-170-200 Budget of the Borough of Matawan to Jan L. Wouters, Esq., Bathgate, Wegener & Wolf, PC, Redevelopment Attorney for the Borough of Matawan in an amount not to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00).

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

Chief Financial Officer

(Signature on File)

Monica Antista, CMFO

Dated: June 9, 2016

Mayor Altomonte read by title Resolution 16-06-19: Amending Resolution 16-05-52: Authorizing the Hiring of Part-Time Seasonal Personnel – 2016 Summer Recreation Program – Counselors. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould

Motion passed.

**Borough of Matawan
Workshop Session
June 9, 2016**

**RESOLUTION 16-06-19
AMENDING RESOLUTION 16-05-52
AUTHORIZING THE HIRING OF PART-TIME SEASONAL PERSONNEL
2016 SUMMER RECREATION PROGRAM
COUNSELORS**

***WHEREAS**, the Council has been advised that there is a need for part-time personnel for the Summer Recreation Program for the year 2016 within the Borough of Matawan; and*

***WHEREAS**, the rate of pay will be as follows:*

<i>Apprentice Summer Counselors</i>	<i>\$7.25 per hour</i>
<i>Junior Summer Counselors</i>	<i>\$7.75 per hour</i>
<i>Senior Summer Counselors</i>	<i>\$8.25 per hour</i>

***WHEREAS**, the number of Summer Counselors will be determined by the Recreation Commission.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the Matawan Borough authorizes the hiring of part-time personnel for the Summer Recreation Program for the year 2016, as per the attached Exhibit A.*

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

CERTIFICATION AS TO AVAILABLE FUNDING

I, Monica Antista, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the T-14-56-850-801 Borough of Matawan to Part-Time Seasonal Personnel – Summer Recreation Program for the Borough of Matawan.

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

Chief Financial Officer

(Signature on File)

Monica Antista, CMFO

Dated: May 17, 2016

EXHIBIT A

<i>Apprentice Counselors \$7.25</i>	<i>Junior Counselors \$7.75</i>	<i>Senior Counselors \$8.25</i>
<i>Georgianne Casper</i>	<i>Will Casagrande</i>	<i>Ian Barbour</i>
<i>Taryn Fulop</i>	<i>Kyle Gamble</i>	<i>Megan Camarote</i>
<i>Michael Joaquin</i>	<i>Erik Hercek</i>	<i>Conor Casagrande</i>
<i>William Rodriguez</i>	<i>Nick Malta</i>	<i>Justin Leonard</i>
<i>Meghan Scheuing</i>	<i>Chris Rice</i>	<i>Lisa McCloskey</i>
	<i>Kerriann Ring</i>	<i>Joe Piscopo</i>
	<i>Matt Rohrman</i>	<i>Erin Rotondo</i>
	<i>Megan Rutch</i>	<i>Shannon Sansone</i>
	<i>Jennifer Sandy</i>	
	<i>Matt Zrebiec</i>	

Mayor Altomonte read by title Resolution 16-06-20: Emergency Temporary Appropriation. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould

Motion passed.

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**RESOLUTION 16-06-20
EMERGENCY TEMPORARY APPROPRIATION**

WHEREAS, emergent conditions have arisen with respect to the payment of bills in a number of accounts and no adequate provision has been made in a 2016 temporary budget for the aforesaid purposes; and

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

WHEREAS, the total emergency temporary resolutions adopted in the year 2016 pursuant to the provisions of Chapter 96, PL 1951 (NJSA 40A:4-20) including this resolution, which supersedes those preceding it, total \$8,320,103.04.

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

1. An emergency temporary appropriation be and the same is hereby made for the purposes stipulated in the attached list.
2. That said emergency temporary appropriations will be provided for in the 2016 budget under the appropriate titles.
3. That one certified copy of this resolution be filed with the Director of Local Government Services.

BE IT FURTHER RESOLVED, that the amount required by Statue for the payment of 2016 County, and Local School District Taxes, which are not included in this temporary budget, shall be paid as and when due.

2016 Temporary Budget-for June 9, 2016 Meeting

	Salary & Wages	Other Expenses
MAYOR & COUNCIL		
MUNI CLERK	2,500.00	2,000.00
GENERAL ADMIN	2,000.00	2,000.00
AUDIT		
FINANCE ADMIN	2,500.00	1,000.00
TAX ASSES ADMIN	1,500.00	1,000.00
TAX COLLECTOR	2,000.00	1,000.00
LEGAL SERVICES		10,000.00
ENGINEERING		10,000.00
BLDG & GROUNDS		5,000.00
PLAN/ZONING BD		
SHADE TREE COMM		1,500.00
ENVIRON HEALTH		
SOLID WASTE COLL	200.00	
INSURANCE-GROUP HEALTH		200,000.00
INSURANCE-LIABILITY		
INSURANCE-WORKERS COMP		
FIRE		15,000.00
FIRE-AID TO DEPARTMENT		
FIRE PREVENTION	8,000.00	1,500.00
POLICE	200,000.00	15,000.00
STREETS & ROADS	10,000.00	15,000.00
STREET LIGHTING		
BD OF HEALTH		1,500.00
RECREATION	1,000.00	8,000.00
HISTORICAL SITES	200.00	
VOL 1ST AID SQUAD		

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OEM			
PROP MAINT	1,500.00	150.00	
RR PARKING	2,000.00		
DOWNTOWN REDEV			
UTILITIES			
VEHICLE MAINT		5,000.00	
CONSTR OFFICIAL	2,000.00	1,500.00	
ACCUM SICK LEAVE			
OASI/SOCIAL SECURITY			
PERS			
PFRS			
CONTINGENT			
MUNICIPAL COURT			
PUBLIC DEFENDER			
FREE PUBLIC LIBRARY			
EMERGENCY 911			
GREEN TRUST LOAN		9,171.54	
INTEREST ON BONDS		106,000.00	
INTEREST ON NOTES			
PAYMENT OF BANS			
MCIA LEASE INTEREST			
 SUBTOTAL	 235,400.00	 411,321.54	
 TOTAL TEMPORARY EMERGENCY APPROPRIATIONS		 646,721.54	5,874,376.89
 WATER SEWER UTILITY			
 OPERATING		200,000.00	
BULK WATER PURCHASE/ACQUISITION OF WATER			
BAYSHORE REGIONAL SEWERAGE AUTHORITY			
PAYMENT ON BOND PRINCIPAL			
PERS			
BANS			
INTEREST ON BONDS		92,100.00	
INTEREST ON NOTES			
WATER-SEWER REHAB LOAN			
WASTEWATER LOAN INTEREST		28,250.00	
SOCIAL SECURITY		<u>5,000.00</u>	
SUBTOTAL	-	325,350.00	
 TOTAL WATER SEWER UTILITY TEMPORARY EMERGENCY APPROPRIATIONS		 325,350.00	2,445,726.15

Mayor Altomonte read by title Resolution 16-06-21: Payment of Bills. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilwoman Gould. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve

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Councilman Vergaretti
Councilman Urbano
Councilwoman Gould

Motion passed.

**RESOLUTION 16-06-21
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	\$1,769,546.11
Water & Sewer	\$135,528.23
Borough Capital	\$612,533.40
Water Capital	\$200,333.97
Grant	\$2,187.40
Borough Trust	\$155,822.40
Developers Escrow Account	\$1,960.63
Dog Tax Trust	\$21.00
Railroad Parking Trust	\$11,500.00
Recreation Trust	\$743.86
Total	\$2,890,177.00

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

Mayor Altomonte read by title Resolution 16-06-22: Authorizing the Borough Clerk to Advertise for Request for Proposals for 2016 Lake Lefferts Lakefront Park Concessions. Mayor Altomonte requested a motion. Councilman Urbano made the motion, seconded by Councilman Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould

Motion passed.

**RESOLUTION 16-06-22
AUTHORIZING THE BOROUGH CLERK TO ADVERTISE FOR
REQUEST FOR PROPOSALS FOR
2016 LAKE LEFFERTS LAKEFRONT PARK CONCESSIONS**

***WHEREAS**, the Council of the Borough of Matawan hereby authorizes the Borough Clerk to advertise and post a Request for Proposals (RFP) from any interested party for a license to operate a 2016 Lake Lefferts Lakefront Park Concession stand in conjunction with the canoe and paddleboat rental area for the service and snacks, and/or other items to be provided; and*

***WHEREAS**, sealed proposals will be received by the Borough Clerk of the Borough of Matawan, on or before, and be opened and read in public, at Borough Hall, 201 Broad Street, Matawan, New Jersey on Tuesday, June 28, 2016 at 10:00 AM prevailing time; and*

***WHEREAS**, the successful bidder will be responsible for undertaking the securing of the area, any reasonable site improvements necessary for utilities, any enhancements to provide that activity to the general public which are limited to normal park operation hours except in those public events outside of normal park operation hours for which the successful bidder will be subject to entering into an agreement with the Borough of Matawan that will contain those events; and*

***WHEREAS**, the successful bidder is required to provide any and all required insurance certificates naming the Borough of Matawan as loss insured; and*

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WHEREAS, the successful bidder is invited to make an offer in terms of a licensing agreement to be on that site for the 2016 calendar year; and

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes the Borough Clerk to advertise and post a Request for Proposals (RFP) from any interested party for a license to operate a 2016 Lake Lefferts Lakefront Park Concession stand in conjunction with the canoe and paddleboat rental area for the service and snacks, and/or other items to be provided.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall also be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Public Works, Recreation as well as the Borough Attorney.

The Clerk announced the Public Notice will be advertised in the *Asbury Park Press* June 15 edition with the opening scheduled for 10:00 AM on June 28.

Privilege of the Floor

Mayor Altomonte opened the Privilege of the Floor.

Richard Silvers, 41 Euclid Avenue, Aberdeen. Mr. Silvers spoke about Lake Matawan and Lake Lefferts. He said that he knows of a person who is from Rutgers University, who would be willing to test the soil at Gravelly Brook, specifically the creek that extends from Texas Road to Lake Matawan. He explained that this test would be to determine if there are any toxins in the soil. He said if it was determined that the soil was okay and mostly clay before 5 feet or better, then the town could remove it and fill it in with crushed cement or stone. Mayor Altomonte explained that the town was going to redo Gravelly Brook Park and that the engineer will review all the options for the rehabilitation plan. Mr. Menna also clarified Mayor Altomonte's statement and mentioned that once Mr. Keady had a plan, that Mr. Silver's input would be valuable. He requested that Mr. Silver be added to a notification list.

Yvette Marie Reyes, 134 Broad Street, Matawan. Ms. Reyes expressed concern over speeding vehicles on Center Avenue requesting the installation of speed bumps. Mr. Menna informed speed humps are favored over speed bumps. Nonetheless, the Police Department's Traffic Safety Division will need to provide observation and a subsequent report. He referred her to the Administrator and the Police Chief. Mr. Ferrara informed he will look to place a digital speed limit sign as soon as available. Ms. Reyes stated a nearby municipal lot has excessive trash on the property. It was determined the lot is private. Mr. Ferrara will request the Property Maintenance Officer to investigate.

Fran Bucco, 79 Freneau Avenue, Matawan. Ms. Bucco presented photos of The Preserve's garbage area adjacent to her property. Mr. Ferrara informed The Preserve was cited on Monday, and there are plans to expand the existing site. Ms. Bucco cried, she does not want more smell near her house. She also stated that she will use every resource she has, and call in every favor, to make sure that doesn't happen. She said that if The Preserve does add another site, that she does not want it near her house.

Corrina Marotta, 4 Claire Court, Matawan. Ms. Marotta spoke on behalf of Ms. Bucco, stating Ms. Bucco lives in a house with a dumpster behind her, with rats running around. The garbage company cleaning out the dumpsters is not working to alleviate the issues. Issuing a citation is a slap on the hand. Ms. Marotta stated we need to think of the residents of this town and not let The Preserve get away with what they are doing for so many years. Mr. Ferrara mentioned that there are limitations to what his office can do and that he only has so much authority. He said that all he can do is issue summonses, from a legal perspective, and he asked Mr. Menna for advice. Ms. Marotta asked if Ms. Bucco could sue The Preserve. Mr. Ferrara replied, yes. Mr. Menna added expansion of The Preserve garbage area must be approved by the Planning Zoning Board.

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Fran Bucco, 79 Freneau Avenue, Matawan. Ms. Bucco questioned if she will be notified should The Preserve appear before the Planning Zoning Board with an application to add or expand a dumpsite. Mayor Altomonte and Mr. Menna informed, as required by Statute, a resident within 200', receives written notice. Councilman Reeve asked if the garbage company has been making timely pick-ups. Mr. Ferrara replied, yes; there are two scheduled weekly pickups. It has been suggested to The Preserve to schedule a third, but they refuse to assume the cost.

Curtis Roinestad, 13 Church Street, Matawan. Mr. Roinestad, on behalf of the Historical Society, stated there has been a huge response from the public regarding the Shark Memorial Anniversary Event. The Society requests the Property Maintenance Officer to investigate any possible violation of downtown properties in the hopes of ensuring a good face for prospective visitors. Mr. Roinestad questioned the construction at 126 Main Street asking if the vinyl fence cover which has fallen off the fence can be reattached. Mr. Ferrara said that the construction company was asked to do so and will check on the status.

Shawn Costello, Deputy Chief of Matawan Fire Department. Mr. Costello informed year-to-date the Fire Department has responded to 156 calls, and has taken care of the dock area for the Recreation Committee. He offered the Department's services to wash down the streets of Matawan prior to the Shark Event designating it as a "pump drill" for the Department, asking for sufficient notice. Councilman Urbano suggested scheduling to coincide with the street sweeper, and Mr. Ferrara agreed. Mr. Costello also informed the FCC license is hanging in the Fire Office. The Department is waiting for the prices of the repeater.

Mayor Altomonte closed the Privilege of the Floor.

Adjournment

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

Meeting adjourned at 8:27 PM.

(Signature on File)

Karen Wynne, RMC
Municipal Clerk