

**Borough of Matawan
Public Session
August 23, 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 August 23, 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 7:03 PM requesting a roll call.

On roll call the following members responded present:

Yes: Councilman Caldon
 Councilman Reeve
 Councilman Vergaretti
 Councilman Urbano
 Councilwoman Gould
 Councilwoman Clifton

Also, present were Louis C. Ferrara, Borough Administrator, Pasquale Menna, Esq., Borough Attorney, and Robert R. Keady, Borough Engineer.

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

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

Approval of Minutes

Mayor Altomonte requested a motion to approve the minutes of the August 4, 2016 Council Meeting. Councilman Urbano made a motion, seconded by Councilman Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Caldon
 Councilman Reeve
 Councilman Vergaretti
 Councilman Urbano
 Councilwoman Gould
 Councilwoman Clifton

Motion passed.

Privilege of the Floor – Agenda Items Only

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

There were no comments.

Mayor Altomonte requested a motion to close the Privilege of the Floor for Agenda Items Only. Councilwoman Clifton made the motion, seconded by Councilman Vergaretti. Council agreed. Motion passed.

Clerk's Report

Ms. Wynne reported the Clerk's Office is in process of instituting a volunteer/internship program to organize and document the Borough's historical records, and record and destroy those which can be eliminated with State approval. We have reached out to the Matawan-Aberdeen High School, Brookdale Community College and Monmouth University. The High School's History and Government Studies Guidance Counselor has expressed an interest once the program is up and running.

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Mayor's Report

No report.

Administrator's Report

Mr. Ferrara stated he has previously distributed his Report to Mayor and Council.

Attorney's Report

No report.

Engineer's Report

Mr. Keady reported on the status of the following Projects:

- The Energy Savings and Improvement Program Project contractor, DCO Energy, awaits the Direct Install Program to sign an agreement with the low bid contractor expected sometime in September. Mr. Ferrara related meetings between himself, Mr. Keady and the energy company who has financially agreed to do everything the Borough has requested including a new roof on the Police Station, new windows on the MMCC Annex, and a new roof on the MMCC Annex if necessary, to support to the solar system. What made it all work was the implementation of the new direct install program which drastically reduces the Borough's cost.
- Mr. Keady informs 2015 Road Improvement Program Contracts 1 and 2 are in the "punchlist" phase, and expected to be completed in September.

Fire, First Aid, DPW, Shade Tree, Environmental, Historic Sites

Councilman Caldon commended the Fire Department on the amount of calls it has responded to; the Department had its annual picnic where they honored two firefighters for their actions at the Keyport fire. Councilman Caldon and the DPW will attend a seminar next week on recycling centers, and will report back to Council. The DPW has been patching potholes in the Borough including the train station parking lot. The Shade Tree is looking to implement an "adopt-a-tree" program to plant trees on Borough property. Precise species will be planted to avoid overgrowth or destruction of hardscape. Shade Tree may look to Council for a small stipend of approximately \$300.00 to \$500.00 to get the program started. Historic Sites grant application is to be reviewed in September.

Finance

No report.

Personnel

No report.

Police, Railroad Parking, ADA, Planning/Zoning Board

Councilman Urbano reported on the progress of the Terhune and Memorial Park ADA Improvement Program stating same should be completed by mid-September.

Property Maintenance, Construction, Sanitation & Recycling, Animal Welfare Advisory Board

Councilwoman Gould provided the Construction Department report for July, 2016:

	Current Month	Year-to-Date
Permit Income/Certificate	\$15,730.00	\$296,007.00
Business CCOs/Misc Fees	\$300.00	\$1,950.00
State Permit Surcharge Fees	\$680.00	\$6,353.00
Value of Construction Work	\$464,906.00	\$5,015,111.00
Permits Issued	49	319

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Recreation, Main Street, Development

Councilwoman Clifton reported on the success of the 2016 Summer Camp. She announced Dogs Night Out is scheduled for Sunday, September 18; Matawan Day will be held on Saturday, September 24, between 2:00 to 5:00 PM with a rain date of September 25; Trunk or Treat will be hosted at a future date in the fall; a Garden Club has been started with a Clean the Park Day this fall. Please check the website for all dates, times and event details. Councilwoman Gould added the Animal Welfare Advisory Board will have a table at Dogs Night Out, and thanked Loretta Windas for her work in preparation for the occasion.

Consent Agenda

Mayor Altomonte read by title Resolution 16-08-24 through and including Resolution 16-08-34, requesting a motion. Councilwoman Gould made the motion, seconded by Councilman Vergaretti. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Caldon
Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould
Councilwoman Clifton

Motion passed.

**RESOLUTION 16-08-24
REDEMPTION OF TAX SALE CERTIFICATE
PUBLIC TAX INVESTMENTS, LLC
CERTIFICATE #15-00041**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00041 was sold to Public Tax Investments, LLC, 575 Route 70, Second Floor, Brick, NJ 08723; and

WHEREAS, Certificate #15-00041 has been paid and fully redeemed for the property owner, Block 34, Lot 19, otherwise known as 18 Orchard Street.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,152.48 to the above for the redemption of Tax Sale Certificate #15-00041.

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

**RESOLUTION 16-08-25
REDEMPTION OF TAX SALE CERTIFICATE
DBW TL HOLDCO 2015, LLC
CERTIFICATE #15-00056**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00056 which was sold to DBW TL Holdco 2015, LLC, US Bank CF Tower DBW V Trust, 50 South 16th St., Suite 2050, Philadelphia, PA 19102; and

WHEREAS, Certificate #15-00056 has been paid and fully redeemed for the property owner, Block 47.02, Lot 30, otherwise known as 25 New Brunswick Ave.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$2,620.47 to the above for the redemption of Tax Sale Certificate #15-00056.

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

**RESOLUTION 16-08-26
REDEMPTION OF TAX SALE CERTIFICATE
DSHC ENTERPRISES, LLC
CERTIFICATE #15-00069**

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WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00069 which was sold to DSHC Enterprises, LLC, PO Box 524, Plainsboro, NJ 08536; and

WHEREAS, Certificate #15-00069 has been paid and fully redeemed for the property owner, Block 65.07, Lot 6, otherwise known as 49 Union Street.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$2,965.50 to the above for the redemption of Tax Sale Certificate #15-00069.

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

**RESOLUTION 16-08-27
REDEMPTION OF TAX SALE CERTIFICATE
PUBLIC TAX INVESTMENTS, LLC
CERTIFICATE #15-00081**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00081 was sold to Public Tax Investments, LLC, 575 Route 70, Second Floor, Brick, NJ 08723; and

WHEREAS, Certificate #15-00081 has been paid and fully redeemed for the property owner, Block 74, Lot 8, otherwise known as 1 Union Street.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,258.31 to the above for the redemption of Tax Sale Certificate #15-00081.

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

**RESOLUTION 16-08-28
REDEMPTION OF TAX SALE CERTIFICATE
PUBLIC TAX INVESTMENTS, LLC
CERTIFICATE #15-00086**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00086 was sold to Public Tax Investments, LLC, 575 Route 70, Second Floor, Brick, NJ 08723; and

WHEREAS, Certificate #15-00086 has been paid and fully redeemed for the property owner, Block 90, Lot 1, otherwise known as 7 Oakland Street.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,248.68 to the above for the redemption of Tax Sale Certificate #15-00086.

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

**RESOLUTION 16-08-29
REDEMPTION OF TAX SALE CERTIFICATE
PUBLIC TAX INVESTMENTS, LLC
CERTIFICATE #15-00094**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00094 which was sold to Public Tax Investments, LLC, 575 Route 70, Second Floor, Brick, NJ 08723; and

WHEREAS, Certificate #15-00094 has been paid and fully redeemed for the property owner, Block 107, Lot 10, otherwise known as 833 Highway 34.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$10,959.01, and a Premium of \$100.00 to the above for the redemption of Tax Sale Certificate #15-00094.

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

**RESOLUTION 16-08-30
REDEMPTION OF TAX SALE CERTIFICATE
US BANK CUST FOR PC6, LLC
CERTIFICATE #15-00115**

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WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00115 was sold to US Bank Cust for PC6, LLC, Sterling National, 50 South 16th Street, Suite 2050, Philadelphia, PA, 19102; and

WHEREAS, Certificate #15-00115 has been paid and fully redeemed for the property owner, Block 122, Lot 3, otherwise known as 5 Lola Lane.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$761.22, and a Premium of \$1,000.00, to the above for the redemption of Tax Sale Certificate #15-00115.

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

**RESOLUTION 16-08-31
APPROVAL OF SOLICITORS PERMIT
AERO SALES GROUP**

WHEREAS, Aero Sales Group has passed the required Police Department background checks; and

WHEREAS, Aero Sales 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 solicitors permit (Verizon FiOS – TV, Internet, Phone) to:

Business: Aero Sales Group
400 Belchase Drive, Suite 408
Old Bridge, NJ 08857

Applicants:	Elliot Rifkin	John Broggi
	177 Hidden Court	60 Prentice Avenue
	Old Bridge, NJ 08857	South River, NJ 08882

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.

**RESOLUTION 16-08-32
APPROVAL OF SOLICITORS PERMIT
POWER HOME REMODELING**

WHEREAS, Power Home Remodeling has passed the required Police Department background checks; and

WHEREAS, Power Home Remodeling 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 solicitors permit (windows, siding and roofing) to:

Business: Power Home Remodeling
485 Route 1 South
Iselin, NJ 08830

Applicants:	Lyndsay Martin	Matthew Sichel
	974 Whispering Oak Circle	94 Providence Boulevard
	Manahawkin, NJ 08050	Kendell Park, NJ 08824
	James Ubl	
	771 Avenue A	
	Bayonne, NJ 07002	

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.

**RESOLUTION 16-08-33
APPROVAL OF SOLICITORS PERMIT
TRINITY SOLAR**

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

WHEREAS, Trinity Solar has read Chapter 3-2.11 Handbills of the Borough of Matawan Code.

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NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the solicitors permit (solar sales) to:

Business: Trinity Solar
221 Allenwood Road
Wall Township, NJ 07719

Applicants: Thomas Linder
215 Hamilton Avenue
Seaside Heights, NJ 08753

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.

**RESOLUTION 16-08-34
APPROVAL OF NEW TAXI DRIVER LICENSE
STEPHANIE FELIZ**

WHEREAS, Stephanie Feliz has passed the required Police Department background checks; and

WHEREAS, Stephanie Feliz has filed the proper documentation with the Borough Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the following New Taxi Driver License:

Applicant: Stephanie Feliz
200 South Feltus Street
South Amboy, NJ 08879

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

New Business

Mayor Altomonte read by title Resolution 16-08-35: Authorizing the Award of Quote for Radios for the Borough of Matawan Volunteer Fire Department – Pinnacle Wireless. 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 Caldon
Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould
Councilwoman Clifton

Motion passed.

**RESOLUTION 16-08-35
AUTHORIZING THE AWARD OF QUOTE FOR RADIOS FOR
THE BOROUGH OF MATAWAN
VOLUNTEER FIRE DEPARTMENT
PINNACLE WIRELESS**

WHEREAS, there is a need for radios within the Borough of Matawan Volunteer Fire Department; and

WHEREAS, Shawn Costello, Borough of Matawan Volunteer Fire Department First Deputy Fire Chief, requested quotes for said radios, and received the attached quote from Pinnacle Wireless, for the aforesaid requirements; and

WHEREAS, the Administrator has reviewed and recommended the attached proposal of Pinnacle Wireless, 18-01 Pollit Drive, Fair Lawn, New Jersey 07410 in an amount not to exceed Thirty Three Thousand Six Hundred Seventy

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One and Eighty Two Cents (\$33,671.82), and confirmed equipment will be purchased under New Jersey State Contract Number 83909 expiration date April 30, 2018.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby approves the recommendation of the Borough Administrator and awards the attached quote for the radios within the Borough of Matawan to Pinnacle Wireless, 18-01 Pollit Drive, Fair Lawn, New Jersey 07410 in an amount not to exceed Thirty Three Thousand Six Hundred Seventy One and Eighty Two Cents (\$33,671.82).

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

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

CERTIFICATION AS TO AVAILABLE FUNDING

I, Monica Antista, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the C-04-NB-900-167 Budget of the Borough of Matawan to Pinnacle Wireless, 18-01 Pollit Drive, Fair Lawn, New Jersey 07410 in an amount not to exceed Thirty Three Thousand Six Hundred Seventy One and Eighty Two Cents (\$33,671.82).

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: August 23, 2016

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Quote No: QER062316
Date: June 23, 2016
Terms: Net 30 Days

Matawan Fire Department

Attn: Shawn Costello

Tel: 732-290-2995

Part Number	Quantity	Description	Cost per unit	Contract Price
Nek Log	1	8 channel Recorder	\$13,000	\$13,400.00
Service		Installation of Recorder		\$1210.00
Service		Reprogramming Portables and Mobiles		\$1210.00
Service		Antenna removal and replacement, Cabling and Grounding including ancillary parts for Installation		\$1900.00
		TOTAL PRICE OF EQUIPMENT AND INSTALLATION		\$14,720.00

Please remit purchase order to: Pinnacle Wireless
 18-01 Pollitt Drive
 Fairlawn, NJ 07410

18-01 Pollitt Drive Fair Lawn, New Jersey 07410

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Matawan Fire Department
Attn: Shawn Costello
732-290-2995

23-Jun-16
QER062316
Evans Roupas
Pinnacle Wireless
201-250-4595
groups@pinnaclewireless.com

Commodity Code	Nutrib er	Model Number	Description	APC	Qty	Unit Price	Disco unt %	Extended Total
725-78-081934	1	T7039	GTR 8000 REPEATER		1	\$		\$
725-78-081934	1a	X530BG	Add VHF 138-174 MHz		1	\$ 6,300.00	20%	\$ 5,040.00
725-78-081934	1b	CA01949AA	ANALOG ONLY CONVENTIONAL SOFTWARE		1	\$ 6,000.00	20%	\$ 4,800.00
725-78-081934	1c	X182CB	DUPLEXER 144-160 MHZ		1	\$ 1,380.00	20%	\$ 1,104.00
725-78-081934	1d	X153AW	RACK MOUNT HARDWARE		1	\$ 50.00	20%	\$ 40.00
915-70-085645	2	SERVICE	INSTALLATION		1	\$ 842.40	0%	\$ 842.40
TOTAL COST INCLUDING INSTALLATION AND PROGRAMMING OF REPEATER								\$ 11,826.40

Please note that Motorola Terms are Net 30 Days
PLEASE SEND PURCHASE ORDER TO:

John Santaniello
Sr. Account Manager
Motorola Solutions, Inc.
PO BOX 6810 Freehold, NJ 07728
O: 732 462-9733
M: 908 216-1375
F: 732 462-3230

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Matawan Borough Fire Department
Attn: Shawn Costello

6-May-16
QER050616

NJ State Contract # 83909
Contract Expiration 04/30/2018

Commodity Code	Number	Model Number	Description	APC	Qty	Unit Price	Discount %	Extended Total
726-88-085633	2	AAM28JCN9RA1	XPRI 5550a GOB BT/GPS/WIFI ENABLED CD		3	\$ 916.00	25%	\$ 2,061.00
726-88-085633	3	HAD4008	VHF 1/4 Wave Through-hole Mount Antenna, 150.8-162 MHz		3	\$ 19.50	25%	\$ 43.88
725-78-081934	1	RKN4136	Ignition Sense Cable		3	\$ 35.00	25%	\$ 78.75
725-78-081934	15	RLN6552	Mobile Mic with Bluetooth Gateway With charger		3	\$ 392.00	20%	\$ 940.80
920-46-085647	28	G24	Extended SFS		3	\$ 73.00	0%	\$ 219.00
920-37-085644	25		Installation Mobiles		3	\$ 273.60	0%	\$ 820.80
			Total					\$ 4,164.23

Please make PO to : Motorola Solutions
c/o Tim Sindorf
PO Box 1335
Burlington, NJ 08016

Motorola Terms are: Net 30 Days

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6-May-16
QER050618

Matawan Fire
APX4000
700/800 MHZ

Commodity Code	Number	Model Number	Description	APC	Qty	Unit Price	Disco unit %	Extended Total
726-88-085633	2	H51UCFPW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE		1	\$ 1,906.00	25%	\$ 1,429.50
726-88-085633	3	QA04865	ADD: TWO KNOB CONFIGURATION		1	\$ -		\$ -
725-78-081934	1	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN		1	\$ 1,570.00	25%	\$ 1,177.50
726-80-085542	13	WPLN4232A	ADD: SINGLE UNIT CHARGER		1	\$ 69.25	25%	\$ 51.94
726-16-085634	9	PMMN4065A	APX IMPRES RSM W/VOL, IP57		1	\$ 107.00	25%	\$ 80.25
920-46-085647	28	Q887	ENH: 4 YR SIS LITE		1	\$ 162.00	0%	\$ 162.00
925-36-085646	27		Installation/Programming		1	\$ 60.00	0%	\$ 60.00
Total								\$ 2,961.19

PLEASE SEND ORDER TO:

Motorola Solutions
c/o Tim Sindorf
PO Box 1335
Burlington, NJ 08016

Motorola Terms: Net 30 Days

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Matawan Fire
XPT7550e Portable

Commodity Code	Number	Model Number	Description	APC	Qty	Unit Price	Disco unit %	Extended Total
726-88-085633	2	AAH56JDN9WA1	XPR™ 7550e		3	\$ 820.32	25%	\$ 2,460.96
726-88-085633	3	QA04950	Li-Ion Battery IMPRES L10N T1A4950 IP68 2900T		3	\$ 56.25	25%	\$ 168.75
725-78-081934	15	QA02817	Remote Speaker Microphone with 3.5mm Audio Jack		3	\$ 67.50	25%	\$ 202.50
725-78-081934	15	PMLN7120	Desktopcharger for wireles Microphone		2			\$ -
920-46-085647	28		Extended SIS		3	Incl		\$ -
			Total					\$ 2,832.21

The XPR 7500 comes standard w/2 year parts and labor plus one year from the Start Lite for a total of 3 Years

Mayor Altomonte read by title Resolution 16-08-36: Approving Extension of Professional Services for 2014-2016 Middlesex Road Water Treatment Plant Biennial Contracts. 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 Caldon
Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould
Councilwoman Clifton

Motion passed.

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**RESOLUTION 16-08-36
APPROVING EXTENDING PROFESSIONAL SERVICES FOR
2014 – 2016
MIDDLESEX ROAD WATER TREATMENT PLANT BIENNIAL CONTRACTS**

WHEREAS, in 2014 the Borough of Matawan awarded four biennial contracts for the Middlesex Water Treatment Plant:

1. Wells and High Service Pumps to AC Schultes, Inc.,
2. Iron Sludge Removal to Spectraserv, Inc.,
3. Emergency Generator and Sanitary Pump Station Maintenance and Repair to Rapid Pump & Meter Service, and
4. Emergency and Maintenance Repair Services for Water, Sanitary Sewer and Drainage Systems to KKD Enterprises, Inc.; and

WHEREAS, it is the recommendation of the Borough Administrator to extend the existing four biennial contracts for a period not to exceed beyond October 31, 2016; and

WHEREAS, the extension will be for monthly increments at the request of the Borough Administrator at the existing base monthly remuneration set forth in the existing monthly charge in the Contract; and

WHEREAS, the within Resolution does not extend or re-affirm the terms of the existing contracts other than by the terms expressly set forth in the within Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that the terms of the existing four biennial contracts set to expire this month are hereby extended for a period not to go beyond October 31, 2016.

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

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Public Works as well as AC Schultes, Inc., Spectraserve, Inc., Rapid Pump & Meter Service, and KKD Enterprises, Inc.

Mayor Altomonte read by title Resolution 16-08-37: Authorizing Maser Consulting to Provide Professional Services for the Matawan Recycling Facility. Mayor Altomonte requested a motion. Councilman Reeve made the motion, seconded by Councilman Vergaretti. Councilman Urbano questioned the permit process. Mr. Ferrara clarified if permits are not obtained the project will not move forward. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Caldon
Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould
Councilwoman Clifton

Motion passed.

**RESOLUTION 16-08-37
AUTHORIZING MASER CONSULTING
TO PROVIDE PROFESSIONAL SERVICES FOR
THE MATAWAN RECYCLING FACILITY**

WHEREAS, the Borough of Matawan recognizes the benefit of a public drop-off recycling facility/convenience center for its residents; and

WHEREAS, Maser Consulting has provided the attached proposal for professional services associated with the application, design/construction bid documents for the development of a public drop-off recycling facility/convenience center located north of the unimproved portion of North Street previously utilized by the Matawan Department of Public Works and currently containing a sanitary sewer pump station; and

WHEREAS, it is the recommendation of the Borough Administrator, the Superintendent of Public Works and the Recycling Coordinator for the Mayor and Council of the Borough of Matawan to authorize the attached scope and fee

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estimate in the amount of Fifteen Thousand Six Hundred Fifty Dollars and No Cents (\$15,650.00) from Maser Consulting for professional services associated with the application, design and bid documents for the Matawan Recycling Facility.

NOW, THEREFORE BE IT RESOLVED that the Council of the Borough of Matawan does hereby award the contract for professional services to Maser Consulting as outlined in the attached proposal for professional services for the Borough of Matawan Recycling Facility in an amount not to exceed Fifteen Thousand Six Hundred Fifty Dollars and No Cents (\$15,650.00).

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

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

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 6-01-20-165-200 Budget of the Borough of Matawan to Maser Consulting for professional services for the Borough of Matawan Recycling Facility in an amount not to exceed Fifteen Thousand Six Hundred Fifty Dollars and No Cents (\$15,560.00).

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: August 23, 2016

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Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

July 13, 2016

VIA E-MAIL & U.S. MAIL

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

Re: Proposal for Professional Services
Matawan Recycling Facility
Lots 7, 8, 9, & 10; Block 6
Borough of Matawan, Monmouth County, NJ
MC Proposal No. 14001580G

RECEIVED
JUL 19 2016

Dear Mr. Ferrara:

Maser Consulting P.A. is pleased to submit this proposal to provide professional services for the development of a Public Drop off Recycling Facility located north of the unimproved portion of North Street, Borough of Matawan, New Jersey. The overall property consists of approximately 9.26 acres of land previously utilized by the Department of Public Works and currently containing a sanitary sewer pump station.

The Scope of our services includes an application to NJDEP for a Coastal Jurisdictional Determination and a Footprint of Disturbance LOI. We will also provide design and bid documents for the new facility.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:



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PHASE 1.0 NJDEP DLUR – COASTAL JURISDICTIONAL DETERMINATION

An application will be submitted to the NJDEP DLUR for a Coastal Jurisdictional Determination confirming that the proposed project does not require a Waterfront Development Permit; and for a Footprint of Disturbance Letter of Interpretation (LOI) to confirm that the redevelopment does NOT occur within freshwater wetlands or transition area. The NJDEP application fee for a Footprint of Disturbance LOI is \$1,000.00 which is included in the total cost of this phase. There is no fee for a Coastal Jurisdictional Determination.

Phase 1.0 Lump Sum Fee **\$3,150.00**

PHASE 2.0 DESIGN/CONSTRUCTION BID DOCUMENTS

Maser Consulting will perform all field investigations necessary to confirm all existing improvements and features for preparation of our Engineering Design and Construction Documents. The Preliminary design plans will be presented to the Municipality for approval prior to completing construction plans and specifications. The construction drawings will be supplemented with specifications, which will be prepared in accordance with the public bidding format.

More specifically, we will perform the following project associated activities:

- 1.1 Complete construction plans for the improvements as outlined on the attached concept plan. This plan was presented in our April 8, 2015 feasibility study. The construction plan set shall consist of the following drawings:
 - Cover Sheet
 - Site/Dimension Plan
 - Construction Plans
 - Construction Details
- 1.2 Meet with Township Officials, as required.
- 1.3 Prepare a construction cost estimate.
- 1.4 Submit plans to utility companies having services within project limits for review and comment.
- 1.5 Provide 60% design submission plans for your review and 100% documents. Printing included with these submissions is included in the total price.
- 1.6 Prepare construction specifications including front end bid documents so that the project is ready for bidding.

Phase 2.0 Lump Sum Fee **12,500.00**

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SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Phase 1.0	NJDEP DLUR – COASTAL JURISDICTIONAL DETERMINATION	\$ 3,150.00
Phase 2.0	DESIGN/CONSTRUCTION BID DOCUMENTS	<u>\$12,500.00</u>
	TOTAL LUMP SUM FEE	\$15,650.00

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract.

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for this phase of the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;
- Full Boundary and topographic surveys (one day of fieldwork is estimated for this project);
- Geotechnical investigation;
- Structural calculations or design;
- Exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on the site;
- Substantial plan revisions, changes, or preparation of additional design support requested by regulatory agencies during the course of project review;
- NJDEP Permits for waterfront development; and,
- Any work associated with the demolition or rehabilitation of the existing structures on-site.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.

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SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 20 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to an attorney for collection. Client shall be responsible for court costs and reasonable attorney fees.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

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7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids,

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alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, subcontract, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

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SECTION III – TECHNICAL STAFF HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

THE RATE SCHEDULE IS ON FILE WITH THE BOROUGH.

SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office along with the Resolution from the Mayor and Council Authorizing the work. Invoices are due within 30 days. This proposal is valid until September 6, 2016.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

James A. Priolo, P.E., P.P., C.M.E.
Principal Engineer

JAP/sab
Attachment

cc: Grace Rainforth, Borough of Matawan
Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)
Sue Zitzman, Maser Consulting (via email)

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Mayor Altomonte read by title Resolution 16-08-38: Authorizing Shared Services Agreement Between the Borough of Matawan and the Borough of Keyport for Mechanic Services – 2016-2017. Mayor Altomonte requested a motion. Councilman Vergaretti made the motion, seconded by Councilwoman Clifton. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Caldon
Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould
Councilwoman Clifton

Motion passed.

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**RESOLUTION 16-08-38
AUTHORIZING SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF MATAWAN AND
THE BOROUGH OF KEYPORT FOR MECHANIC SERVICES
2016-2017**

WHEREAS, in accordance with Resolution 15-06-11, the Borough of Matawan entered into a Shared Services Agreement with the Borough of Keyport to share services and reduce costs by working together to provide for licensed mechanical services; and

WHEREAS, that Agreement expired December 31, 2015, and since that time, the parties have continued to share this service based upon the continued needs of both municipalities for a Certified Technician with significant mechanical expertise for the purpose of vehicle repairs; and

WHEREAS, the renewal of the Shared Service Agreement retroactive to January 1, 2016, has been proposed for this purpose, pursuant to NJSA 40A:65-1 et seq; and

WHEREAS, the Borough of Matawan shall pay the Borough of Keyport for the provision of licensed mechanical services at a rate of \$45.00/hour, and otherwise in accordance with the proposed attached Shared Services Agreement for the calendar years 2016 and 2017.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes the Borough of Matawan enter into the attached Shared Services Agreement with the Borough of Keyport for licensed mechanical services for the term expiring December 31, 2017.

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

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Public Works as well as the Borough of Keyport and the Division of Local Government Services Attn: Shared Services.

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF MATAWAN
AND THE BOROUGH OF KEYPORT MECHANIC SERVICES
2016-2017**

THIS SHARED SERVICES AGREEMENT is effective as of the 1st day of January, 2016 between the BOROUGH OF MATAWAN, a municipal corporation of the State of New Jersey and the BOROUGH OF KEYPORT, a municipal corporation of the state of New Jersey.

The purpose of this Agreement is for the Borough of Keyport to provide Licensed Mechanical Services for the Borough of Matawan according to the following:

- 1. This AGREEMENT shall take effect as of January 1, 2016, and shall expire December 31, 2017. Either municipality may terminate this Agreement by giving thirty (30) days' advance written notice to the other party.*
- 2. The following Keyport staff member with significant mechanical expertise will be available under the supervision of the Borough of Keyport DPW Superintendent for oversight of vehicle repairs:*

<u>Borough of Keyport Mechanic Staff</u>	<u>Qualification</u>
Richard Sickler	Certified Technician

The Borough of Keyport reserves the right to substitute qualified personnel for this position, providing any replacement personnel hold the same or superior certifications and holds the same responsibility with the Borough.

- 3. The Borough of Keyport further offers mechanical services operated by the Keyport Department of Public Works, for use by the Borough of Matawan on a scheduled or as-needed basis or for emergencies. The mechanic will be available at the corresponding daily rate:*

<u>Borough of Keyport Mechanical Services</u>	<u>Hourly Rate</u>
One mechanic	\$45.00

- 4. The Borough of Matawan will be responsible for all parts, materials or equipment used in the maintenance or repair of any of its vehicles or equipment. The Borough of Matawan agrees to reimburse the Borough of Keyport for any expenses incurred in the repair or maintenance of any of Matawan's vehicles or equipment.*

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5. *Payment shall be due from Matawan within thirty (30) days of the date of billing.*
6. *During the term of this Agreement, and for one year past the expiration of this Agreement, the Borough of Matawan agrees not to employ any person who is a Borough of Keyport employee, subcontractor, or agent who provides mechanical services to the Borough of Matawan in accordance with this agreement.*
7. *It is agreed that no employer/employee relationship will exist between the Borough of Keyport employees, and the Borough of Matawan. The Borough of Keyport agrees to maintain all required insurance on its employees, including worker's compensation insurance.*

IN WITNESS THEREOF, parties have hereunto caused this instrument to be signed by the proper authorized representatives as of the date and year first above written.

BOROUGH OF MATAWAN

BOROUGH OF KEYPORT

Mayor Joseph Altomonte

Mayor Harry M. Aumack, II

Karen Wynne, Borough Clerk

Valerie T. Heilweil, Borough Clerk

Mayor Altomonte read by title Resolution 16-08-39: Reappointment of Municipal Clerk – Karen Wynne. Mayor Altomonte requested a motion. Councilman Reeve made the motion, seconded by Councilwoman Gould. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Caldon
Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould
Councilwoman Clifton

Motion passed.

**RESOLUTION 16-08-39
REAPPOINTMENT OF MUNICIPAL CLERK
KAREN WYNNE**

WHEREAS, pursuant to NJSA 40A:9-133 et seq requires that the municipality have a Municipal Clerk in place to handle the statutory duties and responsibilities assigned to this position; and

WHEREAS, Karen Wynne has the necessary certifications, experience and skills necessary to competently discharge the duties of Municipal Clerk, and has successfully held that position as of August 16, 2013; and

WHEREAS, pursuant to NJSA 40A:9-133(b) Karen Wynne has been the Municipal Clerk for one full term and upon her reappointment will receive tenure.

WHEREAS, the Borough has the necessary funds available to pay for this position.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that Karen Wynne be and is hereby reappointed Municipal Clerk.

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 and Payroll.

Mayor Altomonte read by title Resolution 16-08-40: Governing Body Certification of the Annual Audit – 2015. Mayor Altomonte requested a motion. Councilman Reeve made the motion, seconded by Councilwoman Clifton. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Caldon
Councilman Reeve
Councilman Vergaretti

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Councilman Urbano
Councilwoman Gould
Councilwoman Clifton

Motion passed.

**RESOLUTION 16-08-40
GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT - 2015**

WHEREAS, NJSA 40A:5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2015 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to NJSA 40A:5-6, and a copy has been received by each member of the Governing Body; and

WHEREAS, RS 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated NJAC 5:30-6.5, a regulation requiring that the Governing Body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the Governing Body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations," as evidenced by the group affidavit form of the Governing Body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five (45) days after the receipt of the annual audit, pursuant to NJAC 5:30-6.5; and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local Governing Body to the penalty provisions of RS 52:27BB-52, to wit:

RS 52:27BB-52: A local officer or member of a local Governing Body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Matawan, hereby states that it has complied with NJAC 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON AUGUST 23, 2016.

Karen Wynne, RMC
Municipal Clerk

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

We, members of the Governing Body of the Borough of Matawan, in the County of Matawan, being duly sworn according to law, upon our oath depose and say:

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- 1. We are duly elected members of the Mayor and Council, of the Borough of Matawan, in the county of Monmouth;
- 2. In the performance of our duties, and pursuant to NJAC 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to NJSA 40A:5-6 for the year 2015;
- 3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled “Comments and Recommendations.”

(L.S.)Councilman Caldon	(L.S.)Councilman Vergaretti
(L.S.)Councilwoman Clifton	(L.S.)
(L.S.)Councilwoman Gould	(L.S.)
(L.S.)Councilman Reeve	(L.S.)
(L.S.)Councilman Urbano	(L.S.)

CERTIFICATION OF RESOLUTION

I, Karen Wynne, Borough Clerk of the Borough of Matawan, County of Monmouth, and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Borough Council of the Borough of Matawan on August 23, 2016.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 23rd day of August, 2016.

Karen Wynne, RMC
Municipal Clerk

Sworn to and subscribed before me this
23rd Day of August, 2016

Notary Public of New Jersey

The Municipal Clerk shall set forth the reason for the absence of signature of any member(s) of the Governing Body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, PO Box 803, Trenton, New Jersey 08625.

Mayor Altomonte read by title Resolution 16-08-41: Resolution Providing for the Form, Maturities and Other Details of Not to Exceed \$6,900,000 General Obligation Refunding Bonds of the Borough of Matawan, New Jersey and Providing for Their Sale. Mayor Altomonte requested a motion. Councilman Urbano made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Caldon
Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould
Councilwoman Clifton

Motion passed.

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RESOLUTION 16-08-41

**RESOLUTION PROVIDING FOR THE FORM, MATURITIES AND OTHER
DETAILS OF NOT TO EXCEED \$6,900,000 GENERAL OBLIGATION
REFUNDING BONDS OF THE BOROUGH OF MATAWAN, NEW JERSEY
AND PROVIDING FOR THEIR SALE**

WHEREAS, the Borough Council of the Borough of Matawan, in the County of Monmouth, New Jersey (the "Borough"), has heretofore issued the following series of bonds: General Obligation Bonds, Series 2011, issued in the original aggregate principal amount of \$9,195,000, dated January 24, 2011, which bonds consist of (i) \$5,275,000 General Improvement Bonds, Series 2011, which bonds are subject to redemption (on or after January 15, 2021) prior to their stated dates of maturity, and which mature on January 15, in each of the years 2022 to 2030, inclusive, in an aggregate amount of \$3,055,000 and (ii) \$3,920,000 Water/Sewer Utility Bonds, Series 2011, which bonds are subject to redemption (on or after January 15, 2021) prior to their stated dates of maturity, and which mature on January 15, in each of the years 2022 to 2031, inclusive, in an aggregate amount of \$2,390,000 (the "Refunded Bonds"); and

WHEREAS, the Borough desires to redeem the Refunded Bonds on or after January 15, 2021 at a redemption price of 100% of the principal amount of the Refunded Bonds and has adopted a bond ordinance entitled "Refunding Bond Ordinance Providing for the Refunding of Certain General Obligation Bonds of the Borough of Matawan, New Jersey, Appropriating \$6,900,000 Therefor and Authorizing the Issuance of \$6,900,000 Bonds or Notes of the Borough for Financing the Cost Thereof," which authorized refunding bonds to be issued to refund the Refunded Bonds; and

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

Section 1. *There shall be issued bonds of the Borough in an amount not to exceed \$6,900,000 bonds, being all of the bonds authorized by an ordinance entitled: (Ord. No. 16-07)*

**"REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF
CERTAIN GENERAL OBLIGATION BONDS OF THE BOROUGH OF MATAWAN,
NEW JERSEY, APPROPRIATING \$6,900,000 THEREFOR AND AUTHORIZING
THE ISSUANCE OF \$6,900,000 BONDS OR NOTES OF THE BOROUGH FOR
FINANCING THE COST THEREOF."**

Section 2. *The bonds referred to in Section 1 hereof are sometimes hereinafter collectively referred to as the "Bonds." The Bonds may be issued in two series as "General Obligation Improvement Refunding Bonds, Series 2016" and "Water/Sewer Utility Refunding Bonds, Series 2016". The Bonds of said issue (i) shall be dated the date of delivery of the Bonds, (ii) shall mature in the years 2022 through 2031, or such other years as may be determined by the Chief Financial Officer, (iii) shall bear interest at the interest rates per annum as determined by the Chief Financial Officer, (iv) shall be sold at such price or prices as determined by the Chief Financial Officer, and (v) may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer, as shall be set forth in the proposal for the purchase of the Bonds acceptance of which is authorized pursuant to Section 5 hereof. The Bonds shall be numbered one consecutively upward, and will be issued in fully registered form.*

Section 3. *The Bonds shall be payable as to interest at the corporate trust office of U.S. Bank National Association, Morristown, New Jersey, payable on the January 15 and July 15 prior to each February 1 and August 1, commencing February 1, 2017, in an amount equal to the interest accruing to each such February 1 and August 1, and payable as to principal at the corporate trust office of U.S. Bank National Association, payable on the fifteenth day of the month immediately preceding the due date therefor. Interest on the Bonds shall be calculated on the basis of a 360-day year or twelve 30-day calendar months.*

The Bonds shall be subject to the parameters set forth as follows and otherwise consistent with the terms included in the application submitted by the Authority (as hereinafter defined) on behalf of the Borough to the Local Finance Board in the Department of Community Affairs, State of New Jersey (the "Local Finance Board") on May 17, 2016 (the "Application"): (i) the aggregate principal amount of the Bonds does not exceed \$6,900,000, (ii) the maturity structure or weighted average maturity for the Bonds is substantially similar to the structure submitted to the Local Finance Board in the Application, and (iii) all conditions described in the Application as submitted to the Local Finance Board for the sale of the Bonds are satisfied.

Section 4. *The Bonds shall be signed by the Mayor or Deputy Mayor and the Borough Chief Financial Officer, by their manual or facsimile signatures, and the corporate seal of the Borough shall be affixed thereto, or imprinted or reproduced thereon and shall be attested by the manual or facsimile signature of the Clerk or Deputy Clerk of the Borough.*

Section 5. *The Bonds are hereby sold and awarded to the Monmouth County Improvement Authority (the "Authority") by an Authorized Officer at a price determined by the Authorized Officer pursuant to the terms of a Bond Purchase Agreement between the Borough and the Authority (the "Bond Purchase Agreement"). The Mayor and Deputy Mayor are hereby authorized on behalf of the Borough to execute the Bond Purchase Agreement by and between the Borough and the Monmouth County Improvement Authority and the Continuing Disclosure Agreement by and between the Borough and U.S. Bank, National Association.*

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Section 6. *The Bonds and the registration provisions endorsed thereon shall be in substantially the following form:*

No. 2016 __

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

**BOROUGH OF MATAWAN
GENERAL OBLIGATION REFUNDING BOND, SERIES 2016**

**DATE OF
ORIGINAL
ISSUE:** September __, 2016

BOROUGH OF MATAWAN in the County of Monmouth, New Jersey, hereby acknowledges itself indebted and for value received promises to pay to

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

the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on the January 15 and July 15 prior to each February 1 and August 1, commencing February 1, 2017, in an amount equal to the interest accruing to each such February 1 and August 1. This bond as to principal will be payable on the fifteenth day of the month immediately preceding the due date therefor at the corporate trust office of the Trustee. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate until paid. This bond shall be prepayable as set forth in Section 1303 of the bond resolution adopted by the Authority on August 11, 2016 (as the same may be supplemented and amended, the "Bond Resolution").

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

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

The Bonds are subject to redemption prior to their stated maturities.

This bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law of New Jersey, and is one of the Bonds referred to in a resolution of the Borough of Matawan adopted on August 23, 2016 and entitled "Resolution Providing For The Form, Maturities And Other Details Of Not To Exceed \$6,900,000 General Obligation Refunding Bonds Of The Borough Of Matawan, New Jersey And Providing For Their Sale," and the bond ordinance referred to therein, in all respects duly approved and published as required by law.

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

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

The Borough of Matawan agrees to pay (i) all costs and expenses (including legal fees) in connection with the administration and enforcement of this bond and (ii) its share of the amounts payable pursuant to Section 9(vi)(B) of the Bond Purchase Agreement between the Borough of Matawan and the Authority.

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

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BOROUGH OF MATAWAN

ATTEST:

By: _____
Joseph Altomonte, Mayor

Karen Wynne, Clerk

By: _____
Monica Antista, Chief Financial Officer

(Assignment Provision on Back of Bond)

ASSIGNMENT

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

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

Dated:

Signature of Guarantee:

SCHEDULE A

**BOROUGH OF MATAWAN
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016**

Schedule of Principal and Interest Payments

Section 7. The Borough Chief Financial Officer is hereby authorized and directed (a) to cause a copy of the written opinion with respect to the Bonds which is to be rendered by the firm of Gibbons P.C. (complete except for omission of its date) to be printed or referred to on the Bonds, and at the time of the original delivery of payment for the Bonds and when such written opinion is rendered, to cause the Borough Clerk to certify to the truth and correctness of such copy of opinion by executing on each of said Bonds, by manual or facsimile signature, a certificate subjoined to each such copy, and to file a signed duplicate of such written opinion in such Clerk's office and at each place at which the Bonds are payable, (b) to cause the applicable CUSIP number (if any) assigned for each of said Bonds by the CUSIP Service Bureau of Standard & Poor's Corporation of New York, New York, to be printed on each of the Bonds, and (c) to cause, in the event that the Bonds shall qualify for issuance of any policy of municipal bond insurance at the option of the purchaser thereof, such legend or reference (if any) of such insurance to be printed (at the expense of such purchaser) on the Bonds.

Section 8. Upon the date of issue of the Bonds, being the date of delivery of the Bonds to the Authority and the payment of the purchase price thereof in accordance with the Bond Purchase Agreement, the Borough Chief Financial Officer is hereby authorized and directed as of said date of issue, to execute and deliver to said purchaser (a) an arbitrage certification with respect to the Bonds under and for the purpose of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) an accompanying opinion of Gibbons P.C. as of said date of issue with respect to said arbitrage certification for the purposes of said Section 148.

Section 9. The proceeds of the Bonds shall be applied to refund the outstanding Refunded Bonds and pay for the costs of issuance associated with the Bonds.

Section 10. The Mayor or Deputy Mayor and Borough Chief Financial Officer are hereby authorized and directed, as is the Borough Clerk, to execute all documents and certificates, necessary for the sale and delivery of said Bonds in order to effectuate the refunding of the outstanding amount of the Refunded Bonds.

Section 11. This resolution shall take effect immediately.

AYES:
NAYS:
ABSTAIN:
ABSENT:

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Mayor Altomonte read by title Resolution 16-08-42: 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 Caldon
Councilman Reeve
Councilman Vergaretti
Councilman Urbano
Councilwoman Gould
Councilwoman Clifton

Motion passed.

**RESOLUTION 16-08-42
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	\$449,208.34
Water & Sewer	\$58,189.11
Borough Trust	\$37,588.61
Developers Escrow Account	\$402.08
Dog Tax Trust	\$13.02
Recreation Trust	\$6,551.63
Total	\$551,952.97

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

Privilege of the Floor

Mayor Altomonte opened the Privilege of the Floor.

Andy Lopez, 51 Union Street, Matawan. Mr. Lopez questioned how much lower is the interest rate on tonight’s Resolution. Mr. Ferrara will obtain the precise rate and contact Mr. Lopez directly. Mr. Lopez reiterated his concerns of the parking on Union Street. Councilman Caldon personally will further investigate the situation. Mayor Altomonte informed an Ordinance has been drafted and is being prepared for introduction.

Shawn Costello, Borough of Matawan Volunteer Fire Department First Deputy Fire Chief. The Department has responded to 235 calls to date for 2016, 12% above average. Chief Costello thanked Council for their continued support.

Theresa Taormina, 25 Mohwak Drive, Matawan. Ms. Taormina reiterated Mr. Lopez’ concerns on the parking on Union Street urging Council to take action.

Councilman Caldon asks for Council approval to erect a banner to celebrate Matawan resident, 2016 Fencing Olympic Bronze Medalist, Monica Aksamit. Councilman Caldon had contacted Ms. Aksamit to walk in the Memorial Day Parade but her schedule did not allow the opportunity. Councilwoman Clifton suggested recognition on Matawan Day. Mayor Altomonte has been in contact with her family for the occasion, and Monica will check her schedule. A Congressional Proclamation is being prepared by Congressman Pallone, and the Borough will do the same.

Councilman Urbano informed the Matawan Historical Society is hosting a haunted house walk or something to that effect, on October 29. Information and tickets are available through their website.

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Rosemary Conte, 4 Eisenhower Court, Matawan. Ms. Conte congratulated Councilman Urbano and the ADA Committee on his work on the Parks. Councilman Urbano thanked Ms. Conte for her help. Ms. Conte asked if the units next door, Broad Street Plaza, will consist of affordable housing. Mr. Ferrara will review the Planning Zoning Board Resolution and reply to Ms. Conte. Ms. Conte related her support of the tiny house movement relating the vision of the documentary “Destiny’s Bridge,” and asking Council for suggestions as to where the documentary may be held in the Borough. Mayor Altomonte and Councilman Urbano suggested the Matawan-Aberdeen Library, Councilwoman Gould suggested Old Bridge Library as it has a larger occupancy.

Mayor Altomonte closed the Privilege of the Floor.

Adjournment

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

Meeting adjourned at 7:41 PM.

(Signature on File)

Karen Wynne, RMC
Municipal Clerk