

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

A regular meeting of the Borough Council of the Borough of Matawan, New Jersey, was held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey on November 21, 2017 with Mayor Altomonte presiding. Pursuant to Section 5 of the Open Public Meetings Act, adequate notice of this meeting has been provided by publishing notification in *The Independent* on January 11, 2017, by sending notice to the *Asbury Park Press*, and by posting. A copy of said notice is and has been made available to the public and is on file in the Office of the Borough Clerk. A copy of said notice has also been sent to such members of the public as have requested such information in accordance with the Statute. Mayor Altomonte called the meeting to order at 7:17 PM requesting a roll call.

On roll call the following members responded present:

Yes:                Councilman Joseph Urbano  
                      Councilman Michael Caldon  
                      Councilman Michael Vergaretti  
                      Councilman Brett Cannon  
                      Councilman Nicolas Reeve

Absent:            Councilwoman Josi Salvatore

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

**Public Hearing  
Person-to-Person Transfer of  
Plenary Retail Distribution License From Soma Liquors Inc. to Chirag Patel, Inc.  
DBA Wine Nation #1329-44-002-010**

Mayor Altomonte opened the floor to public comment.

There were no comments.

Mayor Altomonte requested a motion to close the Public Hearing for the Person-to-Person Transfer of Plenary Retail Distribution License From Soma Liquors Inc. to Chirag Patel, Inc. DBA Wine Nation #1329-44-002-010. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Council agreed. Motion passed.

Mayor Altomonte read by title Resolution 17-11-03: Person-to-Person Transfer of Plenary Retail Distribution License From Soma Liquors Inc. to Chirag Patel, Inc. DBA Wine Nation #1329-44-002-010. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

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

**RESOLUTION 17-11-03  
PERSON-TO-PERSON TRANSFER OF  
PLENARY RETAIL DISTRIBUTION LICENSE FROM  
SOMA LIQUORS INC. TO CHIRAG PATEL, INC. DBA WINE NATION  
#1329-44-002-010**

*WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail Distribution License Number 1329-44-002-010, heretofore issued to Soma Liquors Inc., for premises located at Pinecrest Plaza, 1016 Route 34, Units 6, 7 & 8, Matawan, New Jersey 07747; and*

*WHEREAS, Chirag Patel, Inc. submitted application 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 that the Governing Body of the Borough of Matawan does hereby approve, effective November 21, 2017, the Person-to-Person Transfer of the aforesaid Plenary Retail Distribution License held by Soma Liquors Inc., to Chirag Patel, Inc., 2114 Route 35 South, Oakhurst, New Jersey 07755, 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 Soma Liquors Inc., effective November 21, 2017."*

*BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Police as well as Soma Liquor Inc., Chirag Patel, Inc., Zager Fuchs, PC, and NJS Division of Alcohol Beverage Control.*

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

**Approval of Minutes**

Mayor Altomonte requested a motion to approve the minutes of the October 17, 2017 Council Meeting. Councilman Vergaretti made a motion, seconded by Councilman Cannon. Council agreed. Motion passed.

Mayor Altomonte requested a motion to approve the minutes of the November 13, 2017 Council Meeting. Councilman Caldon made a motion, seconded by Councilman Cannon. Councilman Reeve, Councilmen Reeve, Urbano and Vergaretti abstained as they did not attend the meeting. Council agreed. Motion passed.

**Clerk's Report**

No report.

**Mayor's Report**

No report.

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

**Administrator's Report**

Mr. Ferrara informed the Administrator's report was previously distributed to Council.

**Attorney's Report**

No report.

**Engineer's Report**

Mr. Fedorchak reported his attendance at a November 1 meeting with NJDOT who offered a presentation on a limited scope project in the concept stages for various constructions on Route 79 from Freehold to Route 34 in Matawan. Construction includes milling and paving, signal upgrades, traffic striping, and ADA requirements, and resolving other previously received from local municipality concerns. Construction in Matawan includes the intersections of Mill Road and Route 79, Wilson Avenue and Route 79, New Brunswick Avenue/Broad Street and Route 79, as well as Middlesex Street and Route 79. All new traffic signals, new timing on the lights, if required, any new striping, and any ADA requirements will be addressed. He noted that since they are in the concept stage, if there were any concerns or questions now would be the time to express them. Final design for this project will begin January 2018; construction to begin in January 2021, and conclude in 2022. The extended timeline is due to right-of-way acquisition for certain areas. Public hearings will be scheduled. Mr. Fedorchak stated he related the Borough's request to include sidewalks and curbs, and was told they will look to add if possible, as the project is from "curb to curb."

Mr. Ferrara questioned if the NJDOT was receptive to additional signals the Borough had inquired of such as Mill Road and Route 34. Mr. Fedorchak stated though a different project he did speak with them about that intersection. NJDOT is discussing, and he will pursue it with them further.

**Personnel, Environmental**

Councilman Urbano mentioned the gentleman who was looking to have his son's name added to Memorial Park. He spoke with Jerry Hourihan who is are waiting to receive the son's discharge papers. Councilman Urbano suggests this should be reviewed annually for those Matawan residents eligible to be put on the honor roll. He wished all a Happy Thanksgiving.

**Animal Welfare Advisory Board, Shade Tree**

No report.

**Construction, Fire, First Aid, Sanitation & Recycling**

No report.

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

Councilman Cannon related Resolution 17-11-20 on tonight's Agenda for a new hire for Public Works. It is the intent to add two additional positions in January to ensure full staff to Public Works.

**Finance, Historic Sites**

No report.

**Police, ADA, Railroad Parking, Recreation**

No report.

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

**Consent Agenda**

Mayor Altomonte read by title Resolutions 17-11-04 through and including 17-11-09 requesting a motion to approve en masse. Councilman Reeve made the motion, seconded by Councilman Vergaretti. Council agreed. Motion passed.

**RESOLUTION 17-11-04  
REDEMPTION OF TAX SALE CERTIFICATE  
FIG CAPITAL INV. NJ 13, LLC  
MTAG CUST FOR FIG CAPITAL INV. NJ 13  
CERTIFICATE #14-00060**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #14-00060 was sold to FIG Capital Inv. NJ 13, LLC, MTAG Cust for FIG Capital Inv. NJ 13, 1000 Riverside Ave., Ste 400, Jacksonville, FL 32204; and

**WHEREAS**, this Certificate has been paid and fully redeemed for the property owner, Block 85, Lot 3, otherwise known as 356 Forest Ave.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$7,604.43 and a Premium of \$1,900.00, to the above for the redemption of Tax Sale Certificate #14-00060.

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

**RESOLUTION 17-11-05  
REDEMPTION OF TAX SALE CERTIFICATE  
PUBLIC TAX INVESTMENTS, LLC  
CERTIFICATE #15-00083**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00083 was sold to Public Tax Investments, LLC, 575 Route 70, Second Floor, Brick, NJ 08723; and

**WHEREAS**, Certificate #15-00083 has been paid and fully redeemed for the property owner, Block 77, Lot 6, otherwise known as 182 Washington Avenue.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$3,972.28 to the above for the redemption of Tax Sale Certificate #15-00083.

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

**RESOLUTION 17-11-06  
REDEMPTION OF TAX SALE CERTIFICATE  
PC4, LLC, US BANK CUST FOR PROCAP4 CRDTR  
CERTIFICATE #16-00001**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #16-00001 was sold to PC4, LLC, US Bank Cust for Procap4, Crdtr, 50 S. 16th Street, Suite 2050, Philadelphia, PA 19102; and

**WHEREAS**, Certificate #16-00001 has been paid and fully redeemed for the property owner, Block 1, Lot 12, otherwise known as 16 Main Street.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$2,764.27, and a Premium of \$1,100.00, to the above for the redemption of Tax Sale Certificate #16-00001.

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

**RESOLUTION 17-11-07  
REDEMPTION OF TAX SALE CERTIFICATE  
PC4, LLC, US BANK CUST FOR PROCAP4 CRDTR  
CERTIFICATE #16-00033**



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

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #16-00033 was sold to PC4, LLC, US Bank Cust for Procap4, Crdtr, 50 S. 16th Street, Suite 2050, Philadelphia, PA 19102; and*

*WHEREAS, Certificate #16-00033 has been paid and fully redeemed for the property owner, Block 37, Lot 12, otherwise known as 205 Jackson Street.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$10,561.88, and a Premium of \$1,000.00, to the above for the redemption of Tax Sale Certificate #16-00033.*

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

**RESOLUTION 17-11-08  
AUTHORIZING REFUND OF TAX OVERPAYMENTS  
322 SLOAN COURT – BLOCK 120, LOT 5.01 – C322  
96 FRENEAU AVENUE – BLOCK 121, LOT 17**

*WHEREAS, the following properties have been overpaid for the year 2017 as a result of the reasons outlined below; and*

*WHEREAS, the property owners are due a refund in order to clear the accounts; and*

*WHEREAS, the following refunds have been verified as accurate by the Tax Collector.*

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

<u>Block/Lot</u>	<u>Vendor</u>	<u>Amount of Refund</u>	<u>Notation</u>
120/5.01 C322	John & Luise Conway 322 Sloan Court Matawan, NJ 07747	\$617.73	Homestead Benefit Owed Due to Exemption
121/17	Matawan Emerald Investments, LLC 96 Freneau Avenue Matawan, NJ 07747	\$19,850.00	Overpaid Account

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

1.

**RESOLUTION 17-11-09  
FAIR AND OPEN REQUEST FOR QUALIFICATION FOR PROFESSIONAL SERVICES AND TO DIRECT  
THE CLERK TO ADVERTISE FOR 2018 REQUESTS FOR QUALIFICATIONS UNDER THE FAIR AND  
OPEN PROCESS**

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

*WHEREAS, the statutory enactment of the Fair and Open Process is guided by the rules and regulations adopted by the State under NJSA 19:44A-20.4, et seq; and,*

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

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

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

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

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

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

**New Business**

Mayor Altomonte read by title Resolution 17-11-10: Resolution Memorializing Temporary Traffic Plan Changes – Emlerich, LLC – 126 Main Street – Block 24, Lot 6.01. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 17-11-10  
RESOLUTION MEMORIALIZING TEMPORARY TRAFFIC PLAN CHANGES  
EMLERICH, LLC – 126 MAIN STREET – BLOCK 24, LOT 6.01**

***NOW, THEREFORE, BE IT RESOLVED*** by the Council of the Borough of Matawan, based upon the recommendation of the Borough Administrator, hereby acknowledges and memorializes the attached temporary traffic plan changes necessary to safely implement and continue the construction of the Emlerich project at 126 Main Street otherwise known as Block 24, Lot 6.01.

***BE IT FURTHER RESOLVED*** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Construction, Fire Department, Fire Prevention, Police, Public Works, as well as Emlerich, LLC.

Mayor Altomonte read by title Resolution 17-11-11: 2017 Road Improvement Program Contract 1 – S. Brothers, Inc. – Authorizing Change Order No. 1. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 17-11-11  
2017 ROAD IMPROVEMENT PROGRAM CONTRACT 1  
S. BROTHERS, INC.  
AUTHORIZING CHANGE ORDER NO. 1**

***WHEREAS***, T&M Associates has informed the Council that Various Items have been reduced to reflect current as-built quantities to the 2017 Road Improvement Program Contract 1, for a total reduction this Change Order No. 1 of Twenty-One Thousand, Five Hundred Ninety Dollars and Twenty-Five Cents (\$21,590.25); and

***WHEREAS***, T&M Associates has informed the Council that Various Items are increased to reflect current as-built quantities to the 2017 Road Improvement Program Contract 1, for a total increase of Six Thousand, Six Hundred Thirty Dollars and Eighty Cents (\$6,630.80); and

***WHEREAS***, T&M Associates has informed the Council that Supplementary Items S-1 and AS-1 are additional to the 2017 Road Improvement Program Contract 1, for a total increase of Fourteen Thousand, Nine Hundred Fifty-Nine Dollars and Forty-Five Cents (\$14,959.45).

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

***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. 1, for the 2017 Road Improvement Program Contract 1, a Net Change This Change Order No. 1 in an amount No Dollars and No Cents (\$0.00).*

***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, Clerk, Finance, Public Works, as well as Robert Keady from T&M Associates, and S. Brothers, Inc.*

PROJECT: 2017 Road Improvement Program - Contract 1

OWNER: Borough of Matawan

CONTRACTOR: S. Brothers, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
REDUCTIONS	7	Police Traffic Directors (If & Where Directed)	72.00	HR	\$95.96	\$6,909.12
	17	HMA Base Course, 19M64, 4" Thick	13.49	TON	\$92.00	\$1,241.08
	21	12" Ductile Iron Pipe, Class 52	1.80	LF	\$120.00	\$216.45
	A-7	Police Traffic Directors (If & Where Directed)	60.00	HR	\$95.96	\$5,757.60
	A-9	Dense Graded Aggregate Base Course, 6" Thick	102.00	SY	\$1.00	\$102.00
	A-11	HMA Base Course, 19M64, 7" Thick	42.00	TON	\$120.00	\$5,040.00
	A-12	8" HDPE Pipe, Type 'S'	17.00	LF	\$45.00	\$765.00
	A-16	Combination Concrete Curb and Gutter	16.00	LF	\$70.00	\$1,120.00
	A-19	Concrete Driveway, Reinforced, 6" Thick	5.30	SY	\$80.00	\$424.00
	A-22	Borrow Topsoil, 4" Thick	3.00	SY	\$2.00	\$6.00
	A-23	Fertilize and Seed, Mix No. 15	3.00	SY	\$2.00	\$6.00
	A-24	Straw Mulching	3.00	SY	\$1.00	\$3.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

A. TOTAL REDUCTIONS \$21,590.25

EXTRA	A-10	HMA Surface Course, 9.5M64, 2" Thick	7.04	TON	\$120.00	\$844.80
	A-15	9"x18" Concrete Vertical Curb	41.00	LF	\$55.00	\$2,255.00
	A-17	Concrete Sidewalk, 4" Thick	16.50	SY	\$80.00	\$1,320.00
	A-18	HMA Driveway, 5" Thick	53.70	SY	\$30.00	\$1,611.00
	A-20	Detectable Warning Surface	2.00	SY	300.00	\$600.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

B. TOTAL EXTRA \$6,630.80

SUPPLEMENTARY	S-1	Police Traffic Directors (If & Where Directed)	72.00	HR	101.42	\$7,302.24
	AS-i	Police Traffic Directors (If & Where Directed)	75.50	HR	\$101.42	\$7,657.21
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

C. TOTAL SUPPLEMENTARY \$14,959.45

CHANGE ORDER NO. 1

DATE:

PROJECT:

OWNER:

CONTRACTOR:

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:

S-1 Police Traffic Directors (If & Where Directed)  
AS-1 Police Traffic Directors (If & Where Directed)

APPROVAL RECOMMENDED:

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

ACCEPTED: 

CONTRACTOR:  
S. Brothers, Inc.

OWNER'S APPROVALS:

Joseph Altomonte  
Mayor

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$21,590.25
B. TOTAL EXTRAS THIS C.O.	\$6,630.80	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$14,959.45	XXXXXXXXXX
TOTALS THIS C.O.	\$21,590.25	\$21,590.25
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$21,590.25	\$21,590.25
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE	\$1,241,102.62
CHANGE ORDERS TO DATE	\$0.00
REVISED CONTRACT PRICE	\$1,241,102.62

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

Mayor Altomonte read by title Resolution 17-11-12: Award of Professional Services Contract to Good Time Party Music DJ Entertainment Services for the 2017 Turkey Trot. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 17-11-12  
AWARD OF PROFESSIONAL SERVICES CONTRACT FOR  
DJ ENTERTAINMENT FOR THE 2017 TURKEY TROT  
GOOD TIME PARTY MUSIC**

*WHEREAS, the Recreation Commission of the Borough of Matawan desires professional DJ entertainment services for the 2017 Turkey Trot; and*

*WHEREAS, Tim O'Brien of Good Time Party Music can provide such service for the event and has submitted the attached quote of Two Hundred Dollars and No Cents (\$200.00).*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that, based on the recommendation of the Recreation Commission, it hereby approves the attached contract for DJ entertainment services by Tim O'Brien of Good Time Party Music in an amount not to exceed Two Hundred Dollars and No Cents (\$200.00).*

*BE IT FURTHER RESOLVED, by the Council of the Borough of Matawan that the Recreation Director 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, Police, Public Works, Recreation as well as Good Time Party Music.*

**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 Budget of the Borough of Matawan for the contract awarded to Tim O'Brien of Good Time Party Music for DJ entertainment services in an amount not to exceed Two Hundred Dollars and No Cents (\$200.00).*

*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*

*Dated: November 21, 2017*

Borough of Matawan  
Public Session  
November 21, 2017

Good Time Party Music



by

T. O. ~~off~~ the Radio

Disc Jockey & Karaoke Services  
Tim O'Brien, President  
(732) 787-9548  
[toradio@hotmail.com](mailto:toradio@hotmail.com)  
[www.GoodTimePartyMusic.com](http://www.GoodTimePartyMusic.com)

Music from  
Big Band  
to Hip-Hop



Event	Matawan Turkey Trot	Start Time	8:30 AM
Day/Date	Saturday, November 25, 2017	End Time	11:00 AM
Venue	Terhune Park		
Address	Main & Broad St		
City	Matawan		
State	NJ	Zip	
Phone			

Client Name	Daria Dieterle Matawan Recreation Dept.		
Address	201 Broad Street		
City	Matawan		
State	NJ	Zip	
Home Phone	732-566-3898 xt 130	Business Phone	

Type of Music Requested (check all that apply)	
<input type="checkbox"/>	Big Band Sounds, American Pop Standards, Do-Wop
<input type="checkbox"/>	Oldies, 50's and 60's
<input type="checkbox"/>	Classic Rock 70's and 80's
<input type="checkbox"/>	Motown, Disco 70's and 80's
<input type="checkbox"/>	Contemporary Rock, Hip Hop, R & B, Techno

Specific Music Requested (wedding songs, etc.)


1. The Client agrees to pay T.O. off the Radio ("DJ") the total sum of \$ 200.00. A deposit of \$ 00.00 is due upon booking the services described above and the balance of \$ 200.00 is due prior to the start of the Event. The Client's failure to pay the above stated compensation in full prior to the Event releases the DJ from furnishing any services to the Client under this Agreement. The deposit is non-refundable except as provided in Paragraph 7 below. Payments for the deposit will be accepted either by check (made payable to: **Tim O'Brien**) or cash only (credit card payments are accepted thru Gigmasters) and final payment will be made in cash. This Agreement is contingent upon the receipt of the deposit and signed Agreement by **11/20/17**. The Client agrees to pay a \$25.00 service charged for all returned checks, plus any bank service charges incurred by the DJ. The Client agrees to furnish a facility that



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



completely covers the DJ's equipment from direct sunlight and rain. The Client further agrees to provide sufficient electrical power within fifty feet of the location where the DJ's equipment is set up. The Client agrees to provide specific directions to the event location, and access for the disc jockey's set-up at least one full hour prior to the above stated Start Time.

2. The Client may request that the DJ play longer than the time frame listed above. The DJ will provide a longer performance if he has no other obligations and the Client is willing to pay current overtime rates of **\$200.00** per hour. The availability of the DJ to play over cannot be guaranteed. Please call the office if you have any questions on our availability to play over.

3. The DJ will make every effort to play all requests but cannot be held responsible if specific selections are not available. The Client agrees that the quality of the performance by the DJ is non debatable, since this can be very subjective.

4. Your contract includes the **DJ/MC (T.O. off the Radio)** and The Basic DJ Setup.  
**Special Effect Lighting and Illum Facied** is an @ an additional **\$350.00** per event. **Y**    **N**     
**Special Effect Lighting ONLY** can be ordered @ an additional **\$250.00** per event. **Y**    **N**     
**Illuminated Facied Only...** can be ordered @ an additional **\$150.00** per event. **Y**    **N**   

5. Karaoke can be purchased at an additional cost which will be agreed upon by both the client and DJ prior to the event.            hours for \$           

6. Party Extras (such as blow-up instruments, tambourines, maracas, etc.) can be purchased at an additional cost which will be agreed upon by both the client and DJ prior to the event. \$           

7. This agreement cannot be terminated by any of the parties hereto, but is subject to proven detention by sickness, accidents, equipment malfunction or acts of God beyond the control of the DJ. In the unlikely event that the DJ is unable to appear, the DJ will make every effort to find a qualified substitute replacement. In the unlikely event that a replacement cannot be found, the DJ will make a full refund of any deposit paid by the Client, however, the Client agrees that the refund will be the full extent of damages he or she is entitled to and no further damages may be sought against the DJ. In the unlikely event that the DJ is delayed and the event does not start on time, or time is lost during the event due to equipment malfunction, the DJ will refund the portion of fees paid prorated to the time lost. This is the extent of the DJ's liabilities.

8. This Agreement contains all of the terms and conditions agreed upon by the Client and the DJ, and no other agreements, oral or otherwise regarding the subject matter of this Agreement or performance for the event stated on this Agreement, shall be deemed to exist.

Client Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

DJ Signature: \_\_\_\_\_ T. O. \_\_\_\_\_  
Date: \_\_\_\_\_ 11/16/17 \_\_\_\_\_

Mayor Altomonte read by title Resolution 17-11-13: Award of Contract for Solar Power Purchase Agreement – SunLight General Capital. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.



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

**RESOLUTION 17-11-13  
AWARD OF CONTRACT FOR SOLAR POWER PURCHASE AGREEMENT  
SUNLIGHT GENERAL CAPITAL**

***WHEREAS**, the Borough of Matawan previously authorized the request for qualifications for a Solar Power Purchase Agreement (PPA) for the installation of a solar photovoltaic (PV) system on various buildings in the Borough; and*

***WHEREAS**, pursuant to NJSA 40A:11-4.1 et seq. the Borough of Matawan solicited requests for proposals for a PPA; and*

***WHEREAS**, the Borough of Matawan received one (1) proposal for the aforesaid contract; and*

***WHEREAS**, SunLight General Capital has submitted a proposal of 10.45 cents per kilowatt hour (kWh); and*

***WHEREAS**, DCO Energy, LLC, the Borough's consultant, has reviewed, approved and recommended the proposal of SunLight General Capital for the aforesaid contract.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the contract for a Solar Power Purchase Agreement (PPA) for the installation of a solar photovoltaic (PV) system on various buildings in the Borough be and is hereby awarded to SunLight General Capital, 135 East 57<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, New York 10022, for the amount as indicated above and in accordance with the terms stated in the RFP, all contract specifications, contracts and documents.*

***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, Construction, Finance, Fire Department, Fire Prevention, Police, Public Works as well as SunLight General Capital.*

Mayor Altomonte read by title Resolution 17-11-14: Award of Contract for Matawan Recycling Center – Black Rock Enterprises, LLC. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 17-11-14  
AWARD OF CONTRACT FOR MATAWAN RECYCLING CENTER  
BLACK ROCK ENTERPRISES, LLC**

***WHEREAS**, the Borough of Matawan previously authorized the receipt of bids for the Matawan Recycling Center; and*

***WHEREAS**, pursuant to law the Borough of Matawan solicited bids for the Matawan Recycling Center; and*

***WHEREAS**, the Borough of Matawan received three (3) bids for the aforesaid contract; and*

***WHEREAS**, Black Rock Enterprises, LLC has submitted the low bid in the total amount of Two Hundred Thirty Five Thousand Five Hundred Forty Two Dollars and Fifty Cents (\$235,542.50); and*

***WHEREAS**, Joseph Raftery of Maser Consulting has reviewed, approved and recommended the bid of Black Rock Enterprises, LLC for the aforesaid contract.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the contract for the Matawan Recycling Center be and is hereby awarded to Black Rock Enterprises, LLC, 1316 Englishtown Road, Old Bridge, New Jersey 08857, for the amount as indicated above and in accordance with all Contract*

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

*specifications, contracts and documents commencing twenty (20) days after publication, and subject to certification by the Chief Financial Officer that funds are available, review and approval of bid documents by the Borough Attorney and approval of the New Jersey Department of Labor, Division of Wage and Hour Compliance, approval of the New Jersey Department of Transportation and the Mayor is hereby authorized to execute any necessary documents to implement the aforesaid award of contract, commencing twenty (20) days after publication.*

***BE IT FURTHER RESOLVED*** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Construction, Finance, Fire Department, Fire Prevention, Police, Public Works, Recreation, Recycling as well as Black Rock Enterprises, 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 this certification funds are available from C-04-55-917-501 in an amount not to exceed Two Hundred, Twenty-Two Thousand and No Cents (\$222,000.00) and T-12-56-850-821 in an amount not to exceed Thirteen Thousand, Five Hundred, Forty-Two and Fifty Cents (\$13,542.50) Budget of the Borough of Matawan for the contract awarded to Black Rock Enterprises, LLC for the Matawan Recycling Center, in an amount not to exceed a total of Two Hundred Thirty Five Thousand Five Hundred Forty Two Dollars and Fifty Cents (\$235,542.50).*

*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*

*Dated: November 21, 2017*

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



Engineers  
Planners  
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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](http://www.maserconsulting.com)

November 3, 2017

**VIA EMAIL & UPS**

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

Re: Recommendation of Award  
Matawan Recycling Center  
Borough of Matawan, Monmouth County, NJ  
MC Project No. 14001580G

Dear Mr. Ferrara:

Bids for the above-referenced project were received at the Borough on November 1, 2017 at 10:00 A.M. A total of three (3) bids were received at the bid opening. The apparent low bidder for this project is Black Rock Enterprises, LLC. The results of the bids received at the bid opening are as follows:

BIDDERS	TOTAL BASE BID
Black Rock Enterprises, LLC	\$235,542.50
Lucas Brothers, Inc.	\$237,237.00
Shorelands Construction	\$279,055.00

We have reviewed the bid package submitted by Black Rock Enterprises, LLC and find that the price appears reasonable for this project. We have worked with this contractor and know that they are experienced and qualified for performing this type of work.

Subject to approval from the Borough Attorney and verification that funds are available for construction, Maser Consulting P.A. recommends that the Borough award a contract to Black Rock Enterprises, LLC for the Base Bid in the amount of \$235,542.50.



Customer Loyalty *through* Client Satisfaction

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



Louis Ferrara, Borough Administrator  
MC Project No. 14001580G  
November 3, 2017  
Page 2 of 2

We have enclosed the **original** bid documents and a bid tabulation for review by you and the Borough Attorney. In accordance with the Local Public Contracts Law, the Award of Contract must be made within sixty (60) days from the date of opening of the bids.

Should you have any questions or require any additional information, please do not hesitate to contact my office.

Very truly yours,

MASER CONSULTING P. A.

A handwritten signature in black ink, appearing to read 'JAP', is written over a horizontal line.

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

JAP/sab  
Enclosures

cc: Karen Wynne, Borough Clerk (w/bid tab via email)  
Grace Rainforth, Certified Recycling Coordinator (w/bid tab via email)  
Joseph J. Raftery, P. E., Maser Consulting P.A.

\\hqfas1\general\projects\2014\14001580g\correspondence\out\171103\_jap\_rec of award ltr.docx

Borough of Matawan  
Public Session  
November 21, 2017

MC PROJECT NUMBER: 14021960  
ENGINEER: JOSEPH J. RAFFERTY, P.E.

BID TABULATION SHEET FOR  
MATAMAN RECYCLING CENTER  
BOROUGH OF MATAMAN, MONMOUTH COUNTY, NEW JERSEY

BID DATE: NOVEMBER 1, 2017

				Black Rock Enterprises 1000 Route 1 Old Bridge, NJ 08857 Phone: 732-667-6400 Fax: 732-697-6442				Lucas Brothers, Inc. 7000 Highway 1 Bridgewater, NJ 07719 Phone: 732-536-5831 Fax: 732-536-5831				Shortlands Construction 7 Columbia Drive Bridgewater, NJ 07719 Phone: 732-228-4054 Fax: 732-272-1720			
Item	BASE DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	CLEARING SITE	LS	1	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$28,817.30	\$28,817.30	\$28,817.30	\$28,817.30	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
2	EXCAVATION UNCLASSIFIED	LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
3	HMA MILLING, 3" OR LESS	SY	1,115	\$10.00	\$11,150.00	\$11,150.00	\$11,150.00	\$12.00	\$13,380.00	\$13,380.00	\$13,380.00	\$8.00	\$9,000.00	\$10,000.00	\$10,000.00
4	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY	575	\$15.50	\$7,187.50	\$7,187.50	\$7,187.50	\$11.00	\$6,325.00	\$6,325.00	\$6,325.00	\$10.00	\$5,750.00	\$5,750.00	\$5,750.00
5	HOT MIX ASPHALT, 1.5" BAY BASE COURSE, 4" THICK	TONS	50	\$120.00	\$10,800.00	\$10,800.00	\$10,800.00	\$104.00	\$9,960.00	\$9,960.00	\$9,960.00	\$110.00	\$6,900.00	\$6,900.00	\$6,900.00
6	CONCRETE PAD, 18" X 18" X 4" SURFACE COURSE, 2" THICK	TONS	180	\$125.00	\$22,500.00	\$22,500.00	\$22,500.00	\$115.00	\$20,700.00	\$20,700.00	\$20,700.00	\$110.00	\$19,800.00	\$19,800.00	\$19,800.00
7	CONCRETE PAD, REINFORCED 8" THICK	SY	275	\$95.00	\$26,125.00	\$26,125.00	\$26,125.00	\$92.00	\$25,300.00	\$25,300.00	\$25,300.00	\$73.00	\$20,075.00	\$20,075.00	\$20,075.00
8	CHAIN LINK FENCE, PVC COATED	LF	220	\$90.00	\$19,800.00	\$19,800.00	\$19,800.00	\$28.00	\$6,160.00	\$6,160.00	\$6,160.00	\$40.00	\$8,800.00	\$8,800.00	\$8,800.00
9	GATE, CHAIN LINK FENCE, PVC COATED STEEL, 8' HIGH, 20' WIDE	UT	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
10	8" X 16" CONCRETE VERTICAL CURB	LF	25	\$50.00	\$1,250.00	\$1,250.00	\$1,250.00	\$60.00	\$1,500.00	\$1,500.00	\$1,500.00	\$30.00	\$750.00	\$750.00	\$750.00
11	CONCRETE ISLAND 4" THICK	SY	5	\$80.00	\$400.00	\$400.00	\$400.00	\$120.00	\$600.00	\$600.00	\$600.00	\$100.00	\$500.00	\$500.00	\$500.00
12	RESET MANHOLE, SANITARY, USING NEW CASTING	UT	1	\$1,035.00	\$1,035.00	\$1,035.00	\$1,035.00	\$760.00	\$760.00	\$760.00	\$760.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
13	RESET MANHOLE, SANITARY, USING EXISTING CASTING	UT	4	\$450.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$650.00	\$2,600.00	\$2,600.00	\$2,600.00
14	RELOCATED MANHOLD VENT	UT	1	\$800.00	\$800.00	\$800.00	\$800.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
15	4" DUCTILE IRON SEWER PIPE	LF	30	\$60.00	\$2,400.00	\$2,400.00	\$2,400.00	\$120.00	\$3,600.00	\$3,600.00	\$3,600.00	\$70.00	\$2,100.00	\$2,100.00	\$2,100.00
16	TRAFFIC STRIPES, 6"	LF	345	\$3.00	\$1,035.00	\$1,035.00	\$1,035.00	\$3.00	\$1,035.00	\$1,035.00	\$1,035.00	\$6.00	\$2,070.00	\$2,070.00	\$2,070.00
17	TRAFFIC MARKINGS LINES, 12"	LF	75	\$6.00	\$450.00	\$450.00	\$450.00	\$6.00	\$450.00	\$450.00	\$450.00	\$6.00	\$450.00	\$450.00	\$450.00
18	TRAFFIC MARKINGS LINES, 24"	LF	35	\$12.00	\$420.00	\$420.00	\$420.00	\$12.00	\$420.00	\$420.00	\$420.00	\$6.00	\$210.00	\$210.00	\$210.00
19	TRAFFIC MARKINGS SYMBOLS	SF	80	\$5.50	\$440.00	\$440.00	\$440.00	\$7.00	\$560.00	\$560.00	\$560.00	\$6.00	\$480.00	\$480.00	\$480.00
20	REGULATORY AND WARNING SIGN	SF	25	\$40.00	\$1,000.00	\$1,000.00	\$1,000.00	\$44.00	\$1,100.00	\$1,100.00	\$1,100.00	\$65.00	\$1,625.00	\$1,625.00	\$1,625.00
21	CONCRETE BRN BLOCK WALL, 8' HIGH, WITH STONE FACADE	LF	160	\$125.00	\$20,000.00	\$20,000.00	\$20,000.00	\$120.00	\$19,200.00	\$19,200.00	\$19,200.00	\$215.00	\$34,400.00	\$34,400.00	\$34,400.00
22	SOLLARD	UT	10	\$1,010.00	\$10,100.00	\$10,100.00	\$10,100.00	\$2,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$650.00	\$6,500.00	\$6,500.00	\$6,500.00
23	AUTOMATIC BARRIER GATE	UT	2	\$13,850.00	\$27,700.00	\$27,700.00	\$27,700.00	\$1,300.00	\$2,600.00	\$2,600.00	\$2,600.00	\$13,850.00	\$27,700.00	\$27,700.00	\$27,700.00
24	VEHICLE DETECTOR	UT	2	\$4,200.00	\$8,400.00	\$8,400.00	\$8,400.00	\$2,400.00	\$4,800.00	\$4,800.00	\$4,800.00	\$5,150.00	\$10,300.00	\$10,300.00	\$10,300.00
25	ACCESS CONTROL UNIT (WITH KEY CARDS)	LS	1	\$15,260.00	\$15,260.00	\$15,260.00	\$15,260.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00
26	RECYCLING FACILITY MANAGEMENT SOFTWARE	LS	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
27	FACILITY CONTROL EQUIPMENT INSTALLATION	LS	1	\$2,900.00	\$2,900.00	\$2,900.00	\$2,900.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
28	EXCAVATION, REGULATED MATERIAL (IF & WHERE DIRECTED)	CY	10	\$135.00	\$1,350.00	\$1,350.00	\$1,350.00	\$300.00	\$3,000.00	\$3,000.00	\$3,000.00	\$30.00	\$300.00	\$300.00	\$300.00
29	EXCAVATION, UNCLASSIFIED MATERIAL (IF & WHERE DIRECTED)	TONS	15	\$120.00	\$1,800.00	\$1,800.00	\$1,800.00	\$60.00	\$900.00	\$900.00	\$900.00	\$80.00	\$1,200.00	\$1,200.00	\$1,200.00
30	BROKEN NO. 3 CLEAN STONE (IF & WHERE DIRECTED)	CY	20	\$135.00	\$2,700.00	\$2,700.00	\$2,700.00	\$130.00	\$2,600.00	\$2,600.00	\$2,600.00	\$75.00	\$1,500.00	\$1,500.00	\$1,500.00
TOTAL BASE BID AMOUNT				\$235,542.50				\$237,237.00				\$278,055.00			

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Item	Description	Unit	Qty	Black Rock Enterprises				Lucas Brothers, Inc.				Shorelands Construction			
				Unit Price	Item Code	Est. Code	Est. Code	Unit Price	Item Code	Est. Code	Est. Code	Unit Price	Item Code	Est. Code	Est. Code
	BID GUARANTEE			X								X			
	CERTIFICATE OF SURETY			X								X			
	STATEMENT OF OWNERSHIP			X								X			
	LIST OF SUBCONTRACTORS			X								X			
	BIDDERS ACKNOWLEDGEMENT OF RECEIPT OF ANY NOTICE(S) OR REVISION(S) OR ADDENDA TO AN ADVERTISEMENT OF INTENT TO AWARD (BID DOCUMENTS)			X								X			
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN REQUIRED BY N.J.S.A.			X								X			
	BUSINESS REGISTRATION ACT			X								X			
	VENDOR PAY TO PLAY			X								X			
	CONSENT OF SURETY AS TO A LABOR AND MATERIAL PAYMENT BOND			X								X			
	EXPERIENCE STATEMENT			X								X			
	BIDDERS TO VISIT SITE			X								Requested			
	PUBLIC CONTRACTORS REGISTRATION ACT FROM FOR BOTH PRIME AND SUBCONTRACTORS			X								X			
	CONSENT OF SURETY AS TO MAINTENANCE OF BOND AS REQUIRED BY N.J.S.A. 40A:11-15.39			X								X			
	SUBMISSION OF A NON-COLLUSION AFFIDAVIT (NOTARIZED)			X								X			
	CERTIFICATION OF BIDDERS SHOWING THAT BIDDER OWNS, LEASES OR CONTROLS NECESSARY EQUIPMENT			X								X			
	EXHIBIT B - ACKNOWLEDGEMENT FORM			X								X			

Borough of Matawan  
Public Session  
November 21, 2017

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

Mayor Altomonte read by title Resolution 17-11-15: Authorizing Maser Consulting to Provide Professional Services for the Matawan Recycling Facility. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 17-11-15  
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 previously adopting Resolution 16-08-37 authorizing Maser Consulting to provide professional services associated with the New Jersey Department of Environmental Protection Division of Land Use Regulation (NJDEP DLUR) Coastal Jurisdictional Determination application as well as perform all field investigations necessary to confirm all existing improvements and features for the preparation of design and construction for the Matawan Recycling Facility; and*

*WHEREAS, Maser Consulting has provided the attached proposal for professional services associated with the bidding and construction administration services associated with 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 proposal in the amount of Twenty Eight Thousand Eight Hundred Fifty Dollars and No Cents (\$28,850.00) to Maser Consulting for professional services associated with the bidding and construction administration services 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 Twenty Eight Thousand Eight Hundred Fifty Dollars and No Cents (\$28,850.00).*

*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 7-01-20-165-200 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 Twenty Eight Thousand Eight Hundred Fifty Dollars and No Cents (\$28,850.00).*

*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: November 21, 2017

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



Engineers  
Planners  
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Landscape Architects  
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**Corporate Headquarters**  
331 Newman Springs Road, Suite 203  
Red Bank, NJ 07701  
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[www.maserconsulting.com](http://www.maserconsulting.com)

November 2, 2017

**VIA EMAIL & 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. 14001580P-1



Dear Mr. Ferrara:

Maser Consulting P.A. is pleased to submit this proposal to provide construction administration 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 scope of work will include Bidding Services and Construction Administration/Construction Observation.

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:

**PHASE 1.0 BIDDING SERVICES**

After the Borough advertises, our office will compile the bid package and seek all necessary authorizations to bid the project. Our office will coordinate the bid and assist the Borough throughout the course of the bid, including bid questions and attendance at the bid opening. We

Customer Loyalty through Client Satisfaction



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



Lou Ferrara, Borough Administrator  
MC Proposal No. 14001580P-1  
November 2, 2017  
Page 2 of 9

will review all bids received and prepare a Recommendation of Award to be presented to the Borough.

**Phase 1.0 Lump Sum Fee \$3,900.00**

**PHASE 2.0 CONSTRUCTION ADMINISTRATION**

Maser Consulting will provide contract administration services during construction of the project, after receiving written authorization from the Borough to proceed with the construction phase of the project. It is anticipated that the construction will take approximately three (3) months. This phase may include the following services which will be provided, if requested by the client:

- Attend a pre-construction conference to discuss project requirements with contractors.
- Review and approve contractors' submittals, samples, shop drawings and product data.
- Visit the construction site to observe project progress at appropriate intervals.
- Review Change Orders, when required, to confirm that changes to the project scope are accurate and the proposed change in cost and/or time is fair and reasonable.
- Review of Contractors' Application and Certificates of Payment to determine if amounts requested are in concurrence with work completed.
- Visit site to determine date of substantial completion and generate a "punch list" of unfinished work.
- Assist in project close-out, including collection of guarantees and releases of liens from the contractor.

Maser Consulting shall not be responsible for the means, methods, techniques or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor.

Services accomplished under this phase will not include extra services requested by the client that differ from the original scope of service. Additional services will not be advanced without providing notice to you of the need for additional services beyond the estimated budget and obtaining your approval of the additional scope of services and fees.

**Phase 2.0 Estimated Fee \$24,950.00**

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



Lou Ferrara, Borough Administrator  
MC Proposal No. 14001580P-1  
November 2, 2017  
Page 3 of 9

**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	BIDDING SERVICES	\$ 3,900.00
PHASE 2.0	CONSTRUCTION ADMINISTRATION SERVICES	<u>\$24,950.00</u>
	<b>TOTAL ESTIMATED FEE</b>	<b>\$28,850.00</b>

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, and the associated Schedule of Hourly Rates. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

**EXCLUSIONS AND UNDERSTANDINGS**

Services relating to the following items are not anticipated for 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;
- Changes or revisions beyond our control or changes in basic concept after design services have been accomplished.
- Exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive, or other type of contaminants on the 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.

# Borough of Matawan Public Session November 21, 2017



Lou Ferrara, Borough Administrator  
MC Proposal No. 14001580P-1  
November 2, 2017  
Page 4 of 9

## **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:**

A description of the services to be provided by Maser Consulting P.A. will be presented and agreed to in written form, whenever possible. 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 (Note: Current Rate Schedule as set forth in Section III is attached hereto and made part hereof).

The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the proposal date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of services, subject to agreement by the Client and Maser Consulting P.A.

Where Lump Sum or Unit Price Contracts are signed, and services provided by Maser Consulting P.A. extend beyond a date 12 months after the date of execution of this Agreement, Maser Consulting reserves the right to increase such contract amounts in accordance with the Regions Consumer Price Index. In the event that a Lump Sum or Unit Price Contract is partially completed at such time that the price is to be adjusted, Maser Consulting P.A. reserves the right to increase the balance of the fee still to be billed as of the anniversary date. 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.

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.

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 15 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, mileage, 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 a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

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.

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



Lou Ferrara, Borough Administrator  
MC Proposal No. 14001580P-1  
November 2, 2017  
Page 5 of 9

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. does not guarantee the performance of the construction contract by the Client's contractors or the subcontractors and Maser Consulting P.A. does not assume responsibility for the Client's contractors' or subcontractors' failure to furnish and perform their work in accordance with the Contract Documents.

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.

**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 SUBCONSULTANTS/SUBCONTRACTORS:**

Maser Consulting P.A. prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors 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 subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subconsultant/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 subconsultant/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 subconsultants/subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/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 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/subcontractor 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

# Borough of Matawan Public Session November 21, 2017



Lou Ferrara, Borough Administrator  
MC Proposal No. 14001580P-1  
November 2, 2017  
Page 6 of 9

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, 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, sublet, 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.

# Borough of Matawan Public Session November 21, 2017



Lou Ferrara, Borough Administrator  
MC Proposal No. 14001580P-1  
November 2, 2017  
Page 7 of 9

## **16.0 CONSTRUCTION OBSERVATION SERVICES:**

If the Scope of Services for this Agreement includes construction observation services, then the following provisions shall apply:

During the project construction phase, Maser Consulting P.A. shall consult with and advise Client and act as Client's representative as provided in the Scope of Services provided in Maser Consulting P.A.'s Proposal. The extent and limitations of the duties, responsibilities and authority of Maser Consulting P.A. as outlined in the Scope of Services provided in Maser Consulting P.A.'s Proposal shall not be modified, except as Maser Consulting P.A. and Client may otherwise agree in writing.

Maser Consulting P.A. services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. Maser Consulting P.A. shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and Maser Consulting P.A. shall not, during visits to the project site or as a result of observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Maser Consulting P.A. have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, Maser Consulting P.A. neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform its work in accordance with the Contract Documents.

If the Scope of Services for this Agreement includes Design Services but does not include Construction Phase Services, then the following provisions shall apply:

It is understood and agreed that Maser Consulting P.A.'s services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that the Client will provide such services. The Client assumes all responsibility for any interpretation of the Contract Documents or construction observation and supervision performed by others and expressly waives any claims against Maser Consulting P.A. that may be in any way connected thereto.

In addition the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Maser Consulting P.A. harmless from any loss, claim or cost, including reasonable attorney's fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the design plans, reports, or any other documents produced by Maser Consulting P.A.

If the Client requests in writing that Maser Consulting P.A. provide any specific construction phase services and if Maser Consulting P.A. agrees in writing to provide such services, Maser Consulting P.A. shall be compensated in accordance with a written Agreement between the Client and Maser Consulting P.A.

## **17.0 OPINIONS OF PROBABLE COST:**

In reviewing Maser Consulting P.A.'s opinions of probable construction cost, the Client understands that Maser Consulting P.A. has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that any opinions of probable construction costs provided by Maser Consulting P.A. are to be made based on Maser Consulting P.A.'s judgment, qualifications and experience as a design professional familiar with the construction industry. Maser Consulting P.A. makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

## **18.0 HAZARDOUS MATERIALS:**

If the Scope of Services for this Agreement does not include services related to hazardous materials, then the following provision shall apply:

It is acknowledged by both parties that Maser Consulting P.A.'s Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event Maser Consulting P.A. or any other party encounters asbestos or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of Maser Consulting P.A.'s services, Maser Consulting P.A. may, at its sole option and without liability for consequential or any other damages, suspend performance of services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the project site is in full compliance with applicable laws.

If the Scope of Services for this Agreement includes services related to hazardous materials, then the following provision shall apply:

In consideration of the substantial risks to Maser Consulting P.A. posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Maser Consulting P.A., its officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of sole negligence of Maser Consulting P.A.

## **19.0 TOPOGRAPHIC MAPPING:**

If the Scope of Services for this Agreement includes topographic mapping, then the following provisions shall apply:

Maser Consulting P.A. shall perform the services necessary to produce the required topographic mapping and/or shall retain an independent sub consultant to perform topographic mapping services. The topographic mapping shall be prepared in conformance with generally accepted standards for aerial mapping services. Maser Consulting P.A.'s sole responsibility and liability with regard to the accuracy or completeness of the topographic mapping is limited to the correction of any inaccurate information, and this shall be the Client's sole remedy related to the adequacy or accuracy of the topographic mapping and any information derived from the data.

If the location of subsurface information (i.e., underground utilities, storage tanks, structures, etc.) is to be provided by Maser Consulting P.A., the topographic survey shall be limited to the extent of the information provided by the Client or others. Maser Consulting P.A. shall not be responsible for any unknown conditions not identified in the information provided to Maser Consulting P.A. or any unknown condition beyond the reasonable scope of the information obtained as a result of any testing, test pit excavations, boring, or samples taken by Maser Consulting P.A.

## **20.0 EARTHWORK ANALYSIS:**

In reviewing Maser Consulting P.A.'s earthwork analysis, calculations, reports or opinions, the Client understands that Maser Consulting P.A.'s data is based on the topographic mapping used as a Base Map for plan preparation and that this topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that due to earthwork differences that result from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction methods, soil conditions, earthwork calculation methods, soil volume calculation methods and other factors, some of which are unique to each contractor and construction site, it is not possible to definitively predict quantities that will ultimately be determined to be associated with a particular project. Earthwork data provided by Maser Consulting P.A. is provided to assist the Client in understanding the general earthwork requirements. Since some degree of uncertainty may still exist, Maser Consulting P.A.'s sole responsibility and liability with regard to the accuracy or completeness of the earthwork analysis is limited to the correction of any inaccurate information. To determine actual quantities and costs associated with required earthwork, the Client must solicit actual construction bids from qualified contractors and must require such contractors to determine existing topographic conditions, subgrade conditions, construction plans and procedures.

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



Lou Ferrara, Borough Administrator  
MC Proposal No. 14001580P-1  
November 2, 2017  
Page 8 of 9

**21.0 GOVERNING LAW:**

The laws of the State within which the project is being performed will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be sought in that State or in a Federal Court, venued in that State.

**22.0 INVALID TERMS:**

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

**23.0 SURVIVAL:**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of Maser Consulting P.A. under this Agreement or the termination of this Agreement for any reason.

**24.0 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.

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



Lou Ferrara, Borough Administrator  
MC Proposal No. 14001580P-1  
November 2, 2017  
Page 9 of 9

**SECTION III – TECHNICAL STAFF HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES**

The 2017 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.

Joseph Altomonte  
Signature

November 21, 2017  
Date

Joseph Altomonte  
Printed Name

Mayor  
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 January 2, 2018.

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.

A handwritten signature in dark ink, appearing to be 'JAP'.

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

JAP/sab  
cc: Grace Rainforth, Borough of Matawan  
Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

\\hqfas1\general\proposals\2014\14001580p-1\171102\_jap\_ferrara\_proposal.docx

Mayor Altomonte read by title Resolution 17-11-16: Authorizing the Execution of a Shared Services Agreement between the Borough of Matawan and the County of Monmouth – GIS Data License Agreement. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

Yes: Councilman Urbano  
Councilman Caldon



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

Councilman Vergaretti  
Councilman Cannon  
Councilman Reeve

Motion passed.

**RESOLUTION 17-11-16  
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT  
BETWEEN THE BOROUGH OF MATAWAN AND THE COUNTY OF MONMOUTH  
GIS DATA LICENSE AGREEMENT**

*WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local contracting units such as the Borough of Matawan to enter into shared service agreements with other local contracting units; and*

*WHEREAS, the County of Monmouth, a local contracting unit, has offered to provide shared services to the Borough of Matawan at a one-time fee of One Thousand Eight Hundred Dollars and No Cents (\$1,800.00) for the installation of the sub-warehouse and Electronic Field Study software; and*

*WHEREAS, it is in the best interest of the Borough of Matawan to into enter the attached proposed Shared Services Agreement for a five (5) year GIS License Agreement with the County of Monmouth, said Agreement to expire October 17, 2022.*

*NOW, THEREFORE, BE IT RESOLVED* by the Council of the Borough of Matawan hereby authorized the Borough of Matawan to enter into the attached Shared Services GIS License Agreement with the County of Monmouth, and authorize the Mayor and Municipal Clerk as signatories 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 the Clerk of the Board of Chosen Freeholders, County of Monmouth, Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728.

**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 7-09-55-500-200 Budget of the Borough of Matawan to the Monmouth County Board of Chosen Freeholders Division for the Borough of Matawan in an amount not to exceed One Thousand Eight Hundred Dollars and No Cents (\$1,800.00) for the installation of the sub-warehouse and Electronic Field Study software.*

*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: November 21, 2017

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

**Monmouth County  
Board of Chosen Freeholders**

Hall of Records, One East Main Street, Freehold, NJ 07728

**Board of Chosen Freeholders**

Thomas A. Arnone, Director  
Serena DiMaso, Deputy Director  
Lillian G. Burry  
John P. Curley  
Gary J. Rich, Sr.



Division of Shared Services  
Thomas A. Arnone, Freeholder Liaison  
732-431-7470  
john.ciufo@co.monmouth.nj.us  
www.visitmonmouth.com

Dear Administrator,

I am pleased to announce Monmouth County's latest effort to expand shared service benefits to our municipal partners. The Monmouth County Division of Planning recently acquired the latest aerial imagery from Pictometry International. This imagery was flown over the County during the winter 2014/Spring 2015 and includes both orthogonal and oblique imagery. The County is now able to offer this product to local communities as part of a GIS data license agreement for a one-time fee of \$1,800.00. Along with this one-time fee, the Monmouth County GIS Section will provide participating municipalities with certain technical assistance related to data and software installation including:

- A digital copy of the licensee's sub-warehouse of the 2014-2015 Pictometry aerial orthogonal and oblique imagery for your municipality;
- A digital copy of the Pictometry Electronic Field Study software, software license and User Guide;
- A one-time installation appointment to the authorized subdivision's main office with up to three (3) installations performed;
- Technical assistance calls relating to malfunctioning software.

The licensing fee excludes project based assistance or software training; however other training resources will be made available to license holders. Imagery for neighboring or additional municipalities is also available for a one-time fee of \$900.00 per municipality. For towns that intend to use this imagery with their existing GIS programs, the imagery is georeferenced and can be easily uploaded for immediate use.

Included with this letter is the Monmouth County GIS Data License Agreement. If your municipality would like to participate in this program, the License Agreement must be signed by the appropriate municipal officials and returned to the County along with an authorizing municipal resolution. If you require further assistance or need more information about the Monmouth County Pictometry Program, please contact Meghan Leavey in the Monmouth County GIS Section at 732-431-7460 or John Ciufo in the Monmouth County Shared Services Department at 732-431-7470.

Sincerely,

A handwritten signature in blue ink that reads "Thomas A. Arnone".

Thomas A. Arnone  
Freeholder Director

www.visitmonmouth.com

## Borough of Matawan Public Session November 21, 2017

### Monmouth County GIS Data License Agreement

The following General Terms and Conditions of this Agreement shall be applicable to all data products of the County of Monmouth which are licensed by the County of Monmouth to end users (also referred to as Licensee") of the data products and shall govern the use of all products or works derived there from. This agreement is in effect upon full execution and receipt of payment and shall expire 5 years from that date.

#### Terms of Agreement

1. Digital imagery received from Monmouth County is to be used solely by the Licensee. In accordance with terms and conditions of use of Monmouth County's license agreement with Pictometry International, the County may distribute the aerial imagery to licensees who meet the definition of "authorized subdivision" as defined by Pictometry International. By signing this agreement said "authorized subdivision" also agrees to the terms and conditions of use set forth by Pictometry International. The imagery data will not be reformatted, copied, nor further reproduced or distributed to any other person, firm, corporation, association, or entity. Other organizations wishing to obtain the data must make a separate request in writing directly to Monmouth County. This Clause is not intended to restrict the distribution of the Licensee's mapped information produced from the digital data.
2. Monmouth County will provide the following:
  - A digital copy of the licensee's sub-warehouse of the 2014-2015 Pictometry aerial orthogonal and oblique imagery,
  - A digital copy of the Pictometry Electronic Field Study software, software license and User Guide,
  - A one-time installation appointment to the authorized subdivision's main office with up to 3 installations performed,
  - Technical assistance calls relating to malfunctioning software only
3. Monmouth County will not be providing:
  - Project assistance,
  - Software training, however training resources will be provided, if available.
4. This license agreement is for the 2014-2015 aerial imagery flown by Pictometry International. A one-time fee of \$1,800 will be charged for installation of the sub-warehouse and Electronic Field Study software. If an "authorized subdivision" would like to purchase additional 2014-2015 aerial imagery sub-warehouses for neighboring communities, they can do so for an additional \$900 per community sub-warehouse.
5. The County of Monmouth hereby disclaims any and all liability or responsibility for any damage, injury, loss, claim, or lawsuit arising from error, inaccuracy or other problem with either the data contained on the digital media. The Licensee hereby releases the County of Monmouth from any and all liability, damage, claims, injuries, or suits arising from any such error, inaccuracy or problem. Furthermore, the Licensee agrees to indemnify and hold harmless the County and its officials and employees from any claims, liability, damages, injuries, and suits, including court costs and attorney's fees, arising from the use of the Monmouth County GIS data by the Licensee, Licensee's employees or assignees, or customers of it.
6. The Pictometry International aerial imagery provided hereunder is provided "as is" and the County of Monmouth expressly disclaims all warranties, express or implied, including warranties as to the accuracy of the data and merchantability and fitness for a particular purpose, and further expressly disclaims responsibility for all incidental, consequential, or special damages arising out of or in connection with the use or the performance of the data. The Licensee acknowledges such disclaimers of warranty and expressly waives all warranties, express or implied, and waives any right of claim for damages incidental, consequential, or special, arising out of or in connection with the use or performance of the data. It is the responsibility of the Licensee to request any revisions or updates.
7. Any maps, publications, reports, or other documents produced (digital or printed) as a result of this project which utilize this digital data will credit Pictometry International as the source of the data. This Clause applies to the Licensee's finished maps, publications, reports or other documents either printed or in a static (non-GIS) digital format.

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

8. The Pictometry International aerial imagery provided by the County shall remain the property of the license holder which shall retain all rights commensurate with ownership, including the right to sell, release, license, use, or provide the data to others as it deems appropriate in its sole discretion. The unlicensed or unauthorized use of the Pictometry aerial imagery and software will be subject to the full penalties under the law, including fines and imprisonment.

I (we) agree to the above terms and conditions, and I am authorized by my employer or company to agree to the terms and conditions.

Signature of Licensee:	<u>Joseph Altomonte</u>	Date:	<u>November 21, 2017</u>
Printed Name:	<u>Joseph Altomonte</u>	Title:	<u>Mayor</u>
Municipality:	<u>Borough of Matawan</u>	Mun. Department:	<u>Governing Body</u>

Mayor Altomonte read by title Resolution 17-11-17: Authorizing the Purchase of One 2018 Ford Police Interceptor Utility Vehicle (AWD) for the Borough of Matawan Police Department. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

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

**RESOLUTION 17-11-17  
AUTHORIZING THE PURCHASE OF ONE  
2018 FORD POLICE INTERCEPTOR UTILITY VEHICLE (AWD) FOR  
THE BOROUGH OF MATAWAN POLICE DEPARTMENT**

***WHEREAS**, Chief Jason Gallo of the Police Department of the Borough of Matawan has advised the Mayor and Council of the need for a vehicle to be utilized by the K-9 Unit of the Department; and*

***WHEREAS**, said vehicle will not require any municipal funding and shall be funded through monetary donations that have been placed in the Matawan Borough K-9 Trust Fund; and*

***WHEREAS**, the Mayor and Council of the Borough of Matawan, upon review of the attached quote and acting under the recommendation and opinion of Chief Gallo regarding the above, hereby authorize the purchase of one new 2018 Ford Police Interceptor Utility Vehicle (AWD) for the Borough of Matawan’s Police Department K-9 Unit.*

***NOW, THEREFORE, BE IT RESOLVED** that Chief Jason Gallo of the Police Department of the Borough of Matawan is hereby authorized by the Council of the Borough of Matawan to enter into a contract for the purchase of one 2018 Ford Police Interceptor Utility Vehicle (AWD) as outlined in the attached quote for the Borough of Matawan’s Police Department through New Jersey State Contract (Contract #88728) from Winner Ford, 250 Haddonfield-Berlin Rd, Cherry Hill, NJ 08034 in the amount of Twenty-Eight Thousand Eight-Hundred Sixteen Dollars and zero cents (\$28,816.00).*

***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 the above referenced vendors.*

**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 Matawan Borough Trust Fund (K-9 Fund) T-12-56-850-809 to the vendor listed above for the purchase of one 2018 Ford Police Interceptor Utility vehicle for the Borough of Matawan’s Police Department K-9 Unit in a total amount not to exceed Twenty-Eight Thousand Eight-Hundred Sixteen Dollars and zero cents (\$28,816.00).*

*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: November 21, 2017



**Linda Hoffman**  
**(856)214-0759 Phone**  
**(856) 488-1915 Fax**  
**lhoffman@winnerford.com**  
**N.J. Contract # 88728**

<b>2018 Police Interceptor Utility, All Wheel Drive</b>	
<b>Base Vehicle</b>	<b>24527.00</b>
• 3.7L V6 Engine	

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

- 6 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Radio Noise Suppression
- Keyed Alike
- Courtesy Lamps Disable
- Back up Camera
- Red/Clear Dome 5”
- Headlamps Prep Pkg.
- Tail Light Prep Pkg.
- Drivers Side LED Spotlight
- Power Heated Mirrors
- SYNC System
- Wiring, grill/lamp/siren
- Remappable Switches
- Reverse Sensing
- Auxiliary Warning Lamps
- Police Engine Idle
- Remote Keyless Entry
- EAI53 80 Amp Power Source
- Skid Plate

**Total** **28816.00**

Mayor Altomonte read by title Resolution 17-11-18: Adoption of Borough of Matawan Social Media Policy. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 17-11-18  
ADOPTION OF BOROUGH OF MATAWAN  
SOCIAL MEDIA POLICY**

**WHEREAS**, it is necessary for the Council of the Borough of Matawan to adopt a Social Media Policy (“Policy”); and

**WHEREAS**, the Borough Administrator and the Systems Coordinator have recommended the attached Policy which has been reviewed and approved by the Borough Attorney.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the attached Social Media Policy be and is hereby adopted as the “Borough of Matawan Social Media Policy” to become effective November 8, 2017.

**BE IT FURTHER RESOLVED** that the Borough Administrator shall have the authority to amend this policy as may be needed to reflect recommendations from the Systems Coordinator to clarify language, or to make

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

*other changes that do not constitute a material change to the Policy provided that any such changes shall be reviewed by the Council and Borough Attorney, and adopted by resolution on an as needed basis.*

**BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to all Borough employees.

**SOCIAL MEDIA POLICY – BOROUGH OF MATAWAN, NEW JERSEY**

**PURPOSE**

*This policy sets forth guidelines for the establishment and use by the Borough of Matawan ("the Borough ") of its social media site Facebook as a means of conveying Borough -related information to its residents, employees and visitors. The Borough has an overriding interest and expectation in deciding what is “spoken” on behalf of the Borough on its social media sites.*

*The purpose of this social media policy is to establish enforceable rules for the use of social media by Borough officers and employees when engaged in Borough business. Social media at this time refers to Facebook, YouTube, Twitter, and any other communication that is open to response or comment. Rules are necessary to assure that communications made on behalf of the Borough are properly authorized and in correct form; that communications to the municipality by means of social media which can be viewed by the public are appropriate and pertinent; that all communications to the municipality is related to the posted municipal information; and that the sender is clearly and fully informed that a message received by means of social media is not a substitute for required reporting procedures.*

*For purposes of this policy, “social media” is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, YouTube, and Twitter. For purposes of this policy, “comments” include information, articles, and pictures. It also includes other communication medium created by the Borough including but not limited to Nixle, reverse 911 and/or the Public Education Government Channel.*

**SCOPE**

*This policy shall apply to all Municipal agencies and departments as well as any affiliated government or non-government agency or official and/or commission or council permitted by the Borough to post on Borough social media sites.*

**Borough of Matawan Social Media Policy**

**GENERAL POLICY**

*The objective of the use of social media by the Borough or its departments is to expand and facilitate the dissemination of information from the Borough to its residents, taxpayers and the general public.*

*1. No Borough social media site shall be established without prior approval of the Borough Council. The following social media sites are approved under the direction of the Police Chief – Facebook, Matawan Police Department, and Matawan Office of Emergency Management. The Borough social media site shall be administered by the Borough Administrator and/or his/her designee.*

*2. The Borough social media sites shall clearly set forth that they are maintained by the Borough and that they follow this Social Media Policy.*

*3. Wherever possible, the Borough social media sites should link back to the official Borough website for forms, documents, online services and other information necessary to conduct business with the Borough.*

*4. The Borough social media sites are not to be used for making any official communications to the Borough, for example, reporting crimes or misconduct, reporting dangerous conditions, requesting an inspection, giving notice required by any statute, by ordinance or regulations such as but not limited notices of claim. Prominent notice of this paragraph shall be displayed on every Borough social media site, along with the appropriate contact information for submitting official communications.*

*5. This social media policy shall be placed on the Borough Website and all Borough social media sites.*

*6. The Borough Administrator and/or his/her designee shall monitor Borough social media sites to ensure adherence to both this Social Media Policy and the interest and goals of the Borough. The Borough has the right and will restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines will be retained by the Borough Administrator and/or her/her*

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

*designee pursuant to the applicable Borough retention policy, including the time, date and identity of the poster, when available.*

*7. These guidelines must be displayed to users or made available by hyperlink. Borough of Matawan Social Media Policy.*

*8. The Borough will approach the use of social media tools as consistently as possible, Borough-wide.*

*9. The Borough website at [www.matawanborough.com](http://www.matawanborough.com) will remain the Borough's primary and predominant internet presence.*

*10. The Borough social media sites and this Policy are subject to all applicable federal and NJ laws and regulations, as well as applicable record retention requirements.*

*11. Employees and Volunteers representing the Borough's government via its social media sites shall conduct themselves at all times as a representative of the Borough and in accordance with all its policies especially the Borough of Matawan Communication.*

*Media Policy for employee behavior in the Borough of Matawan JIF Personnel Manual.*

*12. This Social Media Policy may be revised at any time by approval of the Borough Committee.*

*13. This policy governs all social media use by or on behalf of the Borough and/or its departments.*

*14. The Borough shall have a single municipal presence on social media approved for use, and a Borough Police Facebook page a Borough Office of Emergency Management Facebook page and a Recreation Facebook page. No other social media sites are authorized.*

*15. All Borough presence and activity on social media are an integral part of the Borough's information networks and must comply with all rules and policies governing the Borough's computers and electronic media, including but not limited to the applicable JIF Municipal Internet Access and Use Guidelines.*

*16. All Borough use of social media is responsible for complying with applicable federal, state, and county laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), Open Public Record Act (OPRA), First Amendment, privacy laws, sunshine laws, and information security policies (if applicable) established by the Municipality.*

*17. All Municipal policies are applicable to interactions on social media sites when acting in an official capacity and representing the Municipality.*

*18. No "friending" or other special relationship between a Borough employee and a third person is permitted on, or working on, a Borough social media site(s).*

*Borough of Matawan Social Media Policy*

*19. Social media is run by a third party separate from the Borough and social media sites occasionally become inoperable. The Borough reserves the right to disable its social media accounts either temporarily or permanently at any time. There is no guarantee of "uptime."*

**COMMENT POLICY**

*1. As a public entity the Borough must abide by certain standards to serve all its constituents in a civil and unbiased manner.*

*2. The intended purpose behind establishing the Borough social media sites is to disseminate information from the Borough about the Borough to its residents, employees and visitors.*

*3. A comment posted by a member of the public on any Borough social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the Borough, nor do such comments necessarily reflect the opinions or policies of the Borough.*

*4. Any attempt to hack or otherwise compromise the Borough's internet or social media sites will be reported to law enforcement and the perpetrator will be denied access to the sites.*

*5. The Borough reserves the right to deny access to its social media sites for any individual who violates the Borough of Matawan Social Media Policy at any time and without prior notice.*



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

6. All comments posted to any Borough sites are bound by any applicable terms and conditions of Facebook's Statement of Rights and Responsibilities, located at <http://www.facebook.com/terms.php>, and the Borough reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonable responsible action. All Borough policies are applicable to interactions on social media sites when acting in an official capacity and representing the Borough.

7. All comments posted to any Borough sites are bound by any applicable terms and conditions of Twitter's Terms of Service, located at <https://twitter.com/tos>, and the Borough reserves the right to report any violation of Twitter's Terms of Service to Borough of Matawan Social Media Policy, Twitter with the intent of Twitter taking appropriate and reasonable responsible action.

All Borough policies are applicable to interactions on social media sites when acting in an official capacity and representing the Borough.

8. All comments posted to any Borough sites are bound by any applicable terms and conditions of YouTube's Terms of Service, located at <https://www.youtube.com/t/terms>, and the Borough reserves the right to report any violation of YouTube's Terms of Service to YouTube with the intent of YouTube taking appropriate and reasonable responsible action. All Borough policies are applicable to interactions on social media sites when acting in an official capacity and representing the Borough.

9. Borough municipal employees are prohibited from commenting on the municipal social media sites.

10. No Borough employee, Borough elected official, vendor performing work or providing services to the Borough, or volunteer may post or comment on a Borough social media site.

11. Persons posting prohibited content are subject to being barred from posting comments on Borough social media.

**PROHIBITED CONTENT**

Comments containing any of the following inappropriate forms of content shall not be permitted on the Borough's social media sites and are subject to removal and/or restriction by the Borough Administrator and/or Chief of Police and/or his/her designees.

a. Profane, obscene, violent, or pornographic content and/or language, or sexually suggestive or explicit content links to such materials. Any image or link containing minors or suspected minors in sexual and/or provocative situations will be reported to law enforcement;

b. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin, marital status, status with regard to public assistance, physical or mental disability or sexual orientation;

c. Defamatory attacks;

d. Threats to any person or organization;

**Borough of Matawan Social Media Policy**

e. Solicitation of commerce, including but not limited to advertising of any business or product for sale;

f. Conduct in violation of any federal, state or local law;

g. Encouragement of illegal activity or illegal activity;

h. Information that may tend to compromise the safety or security of the public or public systems;

i. Content that violates a legal ownership interest, such as a copyright, of any party the Borough does not permit or allow copyright infringing activities and/or infringement of intellectual property rights on its website or social media sites and will remove any and all content and submissions if properly notified that such content and/or submission infringes on another's intellectual property rights;

j. Private contact information such as names, addresses and phone numbers no matter how easily obtained elsewhere; Personal information of a person other than the poster;

k. Spamming or repetitive content;

l. Comments from children under 13 cannot be posted in order to comply with the Children's Online Privacy

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

*Protection Act. By posting on a Borough media site, users acknowledge that they are at least 13 years old. Parents are responsible for any minor child's posting or comments;*

*m. Content that incites violence;*

*n. Photographs or videos;*

*o. Comments unrelated to the particular post being commented upon;*

*p. Comments containing vulgar, offensive, threatening, or harassing language, personal attacks, or unsupported accusations; and,*

*q. Persons posting prohibited content are subject to being barred from posting comments on Borough social media.*

*r. Only content approved by the Borough Administrator and/or approved by the Chief of Police for public release is allowed to be posted. Content of a sensitive nature shall not be allowed to be posted. Officials, employees, Borough volunteers, or vendors providing services to the Borough are prohibited from posting comments.*

*Borough of Matawan Social Media Policy*

*s. A "designee" or a person appointed by the Borough Administrator and/or Chief of Police is never to be allowed to transfer their social media account information or allow someone access to their account on their behalf without prior written authorization from the Borough Administrator or Chief of Police.*

**BREACH OF POLICY**

*1. The Borough Administrator or Chief of Police and/or his/her designee may be required to remove internet postings on Borough social media sites which are deemed to constitute a breach of Policy, as determined by the Borough Administrator or Chief of Police subject to applicable archiving and retention requirements.*

*2. Any social media site created by the Borough remains the property of the Borough, including all the followers and friends generated by the site. If the person who created the site leaves the employment of the Borough, they must relinquish everything related to the site including user names, passwords and/or access codes or information.*

**TERMS OF USE DISCLOSURE (to be posted on all Borough Social Media Sites)**

**A. Information Disclaimer**

*By visiting this site, you understand and agree that the Borough of Matawan local government site is provided "AS IS". Borough of Matawan local government makes every effort to provide accurate and complete information on this website. The information contained herein is not official nor in any way shall it be deemed to constitute legal notice where such legal notice is required by law. The information contained in this site is provided as a service and convenience to people needing information about Borough of Matawan local government. Portions of the information on this site may be incorrect or not current. Borough of Matawan local government, its officers, employees or agents shall not be liable for damages or losses of any kind arising out of or in connection with the use or performance of information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of any such information, or damages incurred from the viewing, distributing, or copying of those materials.*

*Borough of Matawan Social Media Policy*

**B. Linking Policy -- Links To External Sites**

*The Borough of Matawan local government site contains links to outside websites. These websites are not owned, operated, controlled or reviewed by the Borough of Matawan local government. These links are provided solely as a courtesy and convenience to you, the visitor.*

*The Borough of Matawan local government, its officers or employees, exercise no control over the organizations, views, accuracy, copyright or trademark, compliance or the legality of the material contained in these outside websites. The Borough of Matawan local government, its officers or employees, do not sponsor, endorse, or approve the information, content, proceeds, materials, opinions or services contained on such outside websites. The visitor proceeds to these outside websites at his/her own risk. The Borough of Matawan local government specifically disclaims any and all liability from damages, which may result from the accessing of a third party site, which is linked to the Borough of Matawan local government website or from reliance upon only such information.*

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

*C. Endorsement Disclaimer*

*Reference in this website to any specific commercial products, processes, or services, or the use of any trade firm or corporation name is for the information and convenience of the public, and does not constitute endorsement, recommendation, or favoring by Borough of Matawan local government or its officers, employees or agents.*

*D. Copyright and Trademark Limitations*

*Borough of Matawan local government makes no warranty that materials contained herein are free of copyright or trademark claims or other restrictions or limitations on free use or display.  
Making a copy of such material may be subject to copyright or trademark laws.*

*E. Use of material from this site*

*The Borough of Matawan local government has made the content of these pages available to the public and anyone may view, copy or distribute Borough of Matawan local government information found here without obligation to the Borough of Matawan local government for Borough of Matawan Social Media Policy non-commercial, personal use only, unless otherwise stated on particular material or information to which a restriction on free use may apply.*

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*F. Unauthorized Modifications*

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*Updated: 10/11/2017*

Mayor Altomonte read by title Resolution 17-11-19: Authorizing the Appointment of Matthew T. O’Boyle as Sergeant for the Matawan Police Department. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 17-11-19  
AUTHORIZING THE APPOINTMENT OF MATTHEW T. O’BOYLE  
AS SERGEANT FOR THE MATAWAN POLICE DEPARTMENT**

**WHEREAS**, it is the desire of the Mayor and Council to enhance the administrative structure of the Police Department by the appointment of a Sergeant of Police for the Borough of Matawan; and

**WHEREAS**, the Borough Ordinances established the eligibility requirements and the testing process for promotion to the rank of Sergeant; and

**WHEREAS**, the promotion process was conducted on the basis of merit, experience, education, demonstrated ability, competitive written and oral examinations and interviews; and

**WHEREAS**, as a successful candidate Chief Jason Gallo has recommended Matthew T. O’Boyle to the Mayor and Council for the promotion to the rank of Sergeant.

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

***NOW, THEREFORE, BE IT RESOLVED** that Matthew T. O’Boyle is hereby appointed to the position of Sergeant of the Matawan Police Department with all the rights and responsibilities attendant thereto effective December 1, 2017 at the rate of compensation per the current PBA contract.*

***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, Payroll Officer as well as Matthew T. O’Boyle.*

**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 7-01-25-240-180 Budget of the Borough of Matawan to Matthew T. O’Boyle for the Borough of Matawan at the rate of compensation per the current PBA contract.*

*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: November 21, 2017*

Mayor Altomonte read by title Resolution 17-11-20: Authorizing the Hiring of a Full-Time Field Technician with the Borough of Matawan Department of Public Works – Justin J. Dapolito. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 17-11-20  
AUTHORIZING THE HIRING OF A FULL-TIME FIELD TECHNICIAN WITH THE  
BOROUGH OF MATAWAN DEPARTMENT OF PUBLIC WORKS  
JUSTIN J. DAPOLITO**

***WHEREAS**, under Council authorization, the Borough Administrator did advertise, post the position and interviewed numerous applicants for the position of Full-Time Field Technician(s) for the Borough of Matawan Department of Public Works (Roads/Water Sewer); and*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan authorizes the hiring of Justin J. Dapolito as a full-time Field Technician for the Department of Public Works (Roads/Water Sewer), effective December 1, 2017 at a salary of Forty Thousand Two Hundred Ninety Seven Dollars and Twenty Eight Cents (\$40,297.28) per annum pursuant to the provisions of the Contract between the Borough of Matawan and the International Brotherhood of Electrical Workers (IBEW) Local 400 for the year January 1, 2017.*

***BE IT FURTHER RESOLVED** said employment is contingent upon pending favorable outcome of the Applicant’s physical and background examination.*

***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, Public Works, as well as Justin J. Dapolito.*

**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 7-01-26-290-100 Budget of the Borough of Matawan to Justin D’Apolito for the Borough of Matawan.*

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

*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: November 21, 2017*

Mayor Altomonte read by title Resolution 17-11-21: Authorizing the Transfer of Funds from Current and Utility Accounts in the 2017 Budget. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 17-11-21  
AUTHORIZING THE TRANSFER OF FUNDS FROM  
CURRENT AND UTILITY ACCOUNTS IN THE 2017 BUDGET**

**WHEREAS**, NJSA 40A:4-58 provides for the transfers within certain appropriations within the Municipal Budget during the last two months of the fiscal year: and

**WHEREAS**, the Chief Financial Officer has advised the Mayor and Council of the Borough of Matawan that the need for certain transfers within the 2017 Municipal Budget exists; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the following budget transfers be made in the 2017 Municipal Budget:

<u>Transfer From:</u> Account Number	<u>Amount of</u> Transfer	<u>Transfer To:</u> Account Number	<u>Amount of</u> Transfer
7-01-22-195-100 Construction Salary & Wages	\$5,000.00	7-01-25-265-100 Fire Prevention Salary & Wages	\$5,000.00
7-01-20-180-200 Planning/Zoning Other Expenses	\$1,000.00	7-01-20-110-200 Mayor & Council Other Expenses	\$1,000.00
7-01-20-100-200 Administration Other Expenses	\$1,000.00	7-01-20-100-100 Administration Salary & Wages	\$1,000.00
7-01-20-130-200 Finance Other Expenses	\$3,000.00	7-01-20-130-100 Finance Salary & Wages	\$3,000.00
7-01-31-430-200 Utilities Other Expenses	\$4,100.00	7-01-36-471-200 Public Empl. Retire Sys. Other Expenses	\$4,100.00

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

7-01-31-430-200	\$2,600.00	7-01-36-475-200	\$2,600.00
Utilities		Police & Fire Retire	
Other Expenses		Other Expenses	

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

Mayor Altomonte read by title Resolution 17-11-22: Payment of Bills. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 17-11-22  
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	\$326,732.04
Water & Sewer	\$35,378.97
Borough Capital	\$70,857.92
Grant	\$165.00
Borough Trust	\$30,305.36
Developers Escrow Account	\$495.52
Recreation Trust	\$79.62
<b>Total</b>	<b>\$464,014.43</b>

**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 informed of the addition of Resolutions 17-11-23 and 17-11-24.

Mayor Altomonte read by title Resolution 17-11-23: Award of Contract – DCO Energy, LLC. Councilman Vergaretti made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 17-11-23  
AWARD OF CONTRACT  
DCO ENERGY, LLC**

**WHEREAS**, the Borough of Matawan is in need of certain improvements to its municipal building, located at 201 Broad Street, namely replacement of windows and doors in annex section and improvements to its Police Department, located at 150 Main Street, namely replacement of windows and doors; and

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

**WHEREAS**, the Borough of Matawan has contracted with DCO Energy, LLC, Energy Efficiency Division, located at 100 Lenox Drive, Suite 100, Lawrenceville, NJ 08648, to execute a State-Approved Energy Savings Plan (ESP);

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the Borough of Matawan authorizes to contract with Gordian Corporation, located at 30 Patewood Drive, Building 2, Suite 350, Greenville, SC 29615, in conjunction with Murray Paving & Concrete, located at 17 Park Place, Paramus, NJ 07652, to carry out the above project in accordance with the terms stated in the RFP, all contract specifications, contracts and documents.

**BE IT FURTHER RESOLVED**, this purchase is being made in cooperation with Educational Services Commission of New Jersey (ESCNJ), formerly known as Middlesex Regional Service Corporation (MRESC), which the Borough of Matawan is an active member.

**BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Construction, Finance, Fire Prevention, Police, Public Works as well as DCO Energy, LLC, Gordian Corporation, and Murray Paving & Concrete.

**Job Order**

**ESCNJ State Approved Coop #65MCESCCPS  
JOC Contract No.: ESCNJ 16/17-54 GC3**

☒ **New Job Order**      ☐ **Modify an Existing Job Order**

Job Order Number: 052278.00

Job Order Title: Matawan\_Municipal - Window Replacements

Contact: Louis Ferrara

Contractor Name: Murray Paving and Concrete

Phone: 7325663898

Contact: William Murray

Phone:

**Work to be Performed**

Work to be performed as per the Final Scope of Work and the Price Proposal dated 08/22/2017, and as per the terms and conditions of JOC Contract No ESCNJ 16/17-54 GC3.

Brief Task Order Description:

Replace windows in the Municipal building.

**Time of Performance**

Estimated Start Date:

Estimated Completion Date:

**Liquidated Damages**

Will apply: ☐

Will NOT apply: ☒

**Validation Information**

*Normal Working Hours*

*1.0300*

**Job Order Firm Fixed Price: \$268,772.16**

Owner Purchase Order:

**Approvals**

\_\_\_\_\_  
Project Manager      Date

\_\_\_\_\_  
Bureau/Division Manager      Date

\_\_\_\_\_  
Technical/Engineer Review      Date

\_\_\_\_\_  
Contracting Officer      Date





**Scope of Work**

**ESCNJ State Approved Coop #65MCESCCPS**

---

**To:** Contractor Project Manager  
Murray Paving and Concrete  
17 Park Place  
Paramus, NJ 07652

**From:** Louis Ferrara  
MRESC - Borough of Matawan  
No Address Input  
  
7325663898

**Job Order No:** 052278.00  
**Job Order Title:** Matawan\_Municipal - Window Replacements  
**Contract #:** ESCNJ 16/17-54 GC3

---

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Contractor to perform the work as specified in the detailed price proposal below.

Subject to the terms and conditions of JOC Contract ESCNJ 16/17-54 GC3.

<hr/>	<hr/>
Louis Ferrara	Date

<hr/>	<hr/>
Contractor Project Manager	Date

Contractor's Cost Proposal - Summary (L/E/M)

ESCNJ State Approved Coop #65MCESCCPS

Date: September 12, 2017

Re: IQC Master Contract #: ESCNJ 16/17-54 GC3  
JOC Work Order #: 052278.00  
Owner PO #:  
Title: Matawan\_Municipal - Window Replacements  
Contractor: Murray Paving and Concrete  
Proposal Value: \$268,772.16

Section - 01	\$17,868.68
Section - 06	\$7,630.48
Section - 07	\$9,181.89
Section - 08	\$215,915.32
Section - 09	\$18,175.79
Proposal Total	\$268,772.16

This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Cost Proposal - Detail (L/E/M)

ESCNJ State Approved Coop #65MCESCCPS

Date: September 12, 2017

Re: IQC Master Contract #: ESCNJ 16/17-54 GC3  
JOC Work Order #: 052278.00  
Owner PO #:  
Title: Matawan\_Municipal - Window Replacements  
Contractor: Murray Paving and Concrete  
Proposal Value: \$268,772.16

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 20 00 0006		HR	CarpenterFor tasks not included in the Task Catalog and as directed by owner only.	\$3,791.22
				Installation Quantity 40.00 x Unit Price 92.02 x Factor 1.0300 = Total 3,791.22	
				PREP WINDOW BLOCKING, POST MULLIONS CLASSROOMS	
2	01 22 20 00 0006 0002			For Foreman, Add	\$189.52
				Installation Quantity 40.00 x Unit Price 4.60 x Factor 1.0300 = Total 189.52	
3	01 22 20 00 0008		HR	Cement MasonFor tasks not included in the Task Catalog and as directed by owner only.	\$3,494.17
				Installation Quantity 40.00 x Unit Price 84.81 x Factor 1.0300 = Total 3,494.17	
				RESET AND SECURE WINDOW LINTELS	
4	01 22 20 00 0016		HR	LaborerFor tasks not included in the Task Catalog and as directed by owner only.	\$2,931.79
				Installation Quantity 40.00 x Unit Price 71.16 x Factor 1.0300 = Total 2,931.79	
5	01 22 20 00 0056		HR	Draftsman	\$1,203.04
				Installation Quantity 16.00 x Unit Price 73.00 x Factor 1.0300 = Total 1,203.04	
				SHOP DRAWINGS FOR FABRICATION	
6	01 56 16 00 0005		SF	6 Mil Plastic Sheeting, Applied To Ceilings	\$525.30
				Installation Quantity 1,000.00 x Unit Price 0.51 x Factor 1.0300 = Total 525.30	
7	01 56 16 00 0052		SF	Masonite For Temporary Floor Protection	\$1,524.40
				Installation Quantity 1,000.00 x Unit Price 1.48 x Factor 1.0300 = Total 1,524.40	
8	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$414.72
				Installation Quantity 2.00 x Unit Price 201.32 x Factor 1.0300 = Total 414.72	
				DELIVERY WINDOWS, DOOR UNITS	
9	01 74 19 00 0013		EA	30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$2,781.00
				Installation Quantity 4.00 x Unit Price 675.00 x Factor 1.0300 = Total 2,781.00	
				DEBRIS REMOVAL	

Contractor's Cost Proposal - Detail (L/E/M) Continues..

Job Order No: 052278.00  
Job Order Title: Matawan\_Municipal - Window Replacements

Section - 01									
10	01	74	19	00	0013	0001	MOD	For Each Ton Over Indicated Amount, Add	\$1,013.52
							Installation	Quantity 12.00 x Unit Price 82.00 x Factor 1.0300 = Total 1,013.52	
Subtotal for Section - 01									\$17,868.68
Section - 06									
11	06	11	16	00	0100		LF	4" x 4" Pressure Treated Wood Post	\$434.58
							Installation	Quantity 72.00 x Unit Price 4.09 x Factor 1.0300 = Total 303.31	
							Demolition	72.00 x 1.77 x 1.0300 = 131.26	
							WINDOW MULLIONS AT CLASSROOMS		
12	06	46	13	00	0004		LF	2-1/2" Wide Pine Complete Door And Window Trim	\$344.23
							Installation	60.00 x 4.09 x 1.0300 = 252.76	
							Demolition	60.00 x 1.48 x 1.0300 = 91.46	
							DOOR UNITS INTERIOR TRIM CASINGS		
13	06	46	19	00	0003		LF	3/4" x 3/4" Pine Quarter Round Trim	\$368.33
							Installation	60.00 x 4.20 x 1.0300 = 259.56	
							Demolition	60.00 x 1.76 x 1.0300 = 108.77	
							DOOR UNITS INTERIOR TRIM CASINGS		
14	06	46	26	00	0003		LF	1" x 4" White Pine Cornices, All Dimensions Are Nominal	\$407.88
							Installation	60.00 x 4.84 x 1.0300 = 299.11	
							Demolition	60.00 x 1.76 x 1.0300 = 108.77	
							DOOR UNITS INTERIOR TRIM CASINGS		
15	06	46	29	00	0003		LF	1" x 6" Pine Fascia Board	\$2,122.32
							Installation	325.00 x 4.49 x 1.0300 = 1,503.03	
							Demolition	325.00 x 1.85 x 1.0300 = 619.29	
							WINDOW INTERIOR SILLS AT CLASSROOMS		
16	06	46	29	00	0027		SF	3/8" Thick, MDO Plywood Soffit	\$3,953.14
							Installation	950.00 x 4.04 x 1.0300 = 3,953.14	
							BLOCKING SUPPORTS PRESSURE TREATED		
Subtotal for Section - 06									\$7,630.48
Section - 07									
17	07	14	16	00	0010		SF	15-20 Mil Graywall, Fluid Applied Rubber Waterproofing	\$3,326.90
							Installation	1,000.00 x 3.23 x 1.0300 = 3,326.90	
							PERIMETER MASONRY OPENINGS WINDOWS / DOORS		
18	07	62	00	00	0039		SF	0.019" Thick, Mill Finish, Aluminum Flashing And Trim	\$1,520.28
							Installation	150.00 x 9.84 x 1.0300 = 1,520.28	
							CLASSROOM TRIM 12 PAIRED WINDOW MULLION POSTS INTERIOR / EXTERIOR - WHITE		
19	07	62	00	00	0039	0046		For Baked Aluminum Colors, Add	\$44.81
							Installation	150.00 x 0.29 x 1.0300 = 44.80	

Contractor's Cost Proposal - Detail (L/E/M) Continues..

Job Order No: 052278.00  
Job Order Title: Matawan\_Municipal - Window Replacements

Section - 07											
20	07	62	00	00	0053	LF	Up To 5" Girth, 0.019" Thick, KYNAR 500® Finish, Aluminum Drip Edge				\$1,514.51
						Installation	Quantity	Unit Price	Factor	Total	
							320.00	x 3.65	1.0300	= 1,203.04	
						Demolition	360.00	x 0.84	1.0300	= 311.47	
						WINDOW UNIT EXTERIOR SILLS - WHITE					
21	07	92	13	00	0008	CLF	3/8" x 3/4" Joint, Silicone Sealant And Caulking				\$2,775.39
						Installation	Quantity	Unit Price	Factor	Total	
							5.00	x 538.91	1.0300	= 2,775.39	
						WHITE CAULK					
Subtotal for Section - 07											\$9,181.89
Section - 08											
22	08	16	13	00	0006	EA	3' x 6'-8", Standard Corrosion Resistant Fiberglass Reinforced Polyester (FRP) Door And Frame (Chem-Pruf)				\$25,419.21
						Installation	Quantity	Unit Price	Factor	Total	
							12.00	x 2,000.98	1.0300	= 24,732.11	
						Demolition	12.00	x 55.59	1.0300	= 687.09	
						SINGLE DOOR UNITS TYPE 6 CLASSROOMS - WHITE					
23	08	16	13	00	0006 0357	EA	For Custom Color Finish, Add				\$1,271.23
						Installation	Quantity	Unit Price	Factor	Total	
							12.00	x 102.85	1.0300	= 1,271.23	
24	08	16	13	00	0013	EA	3' x 7', Standard Corrosion Resistant Fiberglass Reinforced Polyester (FRP) Door And Frame (Chem-Pruf)				\$4,236.53
						Installation	Quantity	Unit Price	Factor	Total	
							2.00	x 2,000.98	1.0300	= 4,122.02	
						Demolition	2.00	x 55.59	1.0300	= 114.52	
						SINGLE FLUSH DOOR UNITS - WHITE					
25	08	16	13	00	0013 0357	EA	For Custom Color Finish, Add				\$211.87
						Installation	Quantity	Unit Price	Factor	Total	
							2.00	x 102.85	1.0300	= 211.87	
26	08	16	13	00	0016	PR	Pair 3' x 7', Standard Corrosion Resistant Fiberglass Reinforced Polyester (FRP) Door And Frame (Chem-Pruf)				\$3,880.60
						Installation	Quantity	Unit Price	Factor	Total	
							1.00	x 3,661.94	1.0300	= 3,771.80	
						Demolition	1.00	x 105.63	1.0300	= 108.80	
						PAIRED DOOR UNIT TYPE 7 - WHITE					
27	08	16	13	00	0076	SI	Factory Installed Molded Louver With Insect Screen (Chem-Pruf)				\$834.30
						Installation	Quantity	Unit Price	Factor	Total	
							1,000.00	x 0.81	1.0300	= 834.30	
						SINGLE DOOR BOILER ROOM 34X34 INCH LOUVER					
28	08	16	13	00	0077	LF	Weather Strip (Chem-Pruf)				\$1,784.48
						Installation	Quantity	Unit Price	Factor	Total	
							225.00	x 7.70	1.0300	= 1,784.48	
						DOOR UNITS TYPE 6 & 7					
29	08	16	13	00	0078	LF	Fiberglass Reinforced Polyester (FRP) Astragal With Seal (Chem-Pruf)				\$71.38
						Installation	Quantity	Unit Price	Factor	Total	
							7.00	x 9.90	1.0300	= 71.38	
						DOOR UNIT TYPE 7 PAIRED					

Contractor's Cost Proposal - Detail (L/E/M) Continues..

Job Order No: 052278.00  
Job Order Title: Matawan\_Municipal - Window Replacements

Section - 08

30	08 16 13 00 0079	LF	1/2" Fiberglass Reinforced Polyester (FRP) Grooved Saddle Threshold (Chem-Pruf)						\$904.13
			Installation	Quantity		Unit Price		Factor	Total
				42.00	x	20.90	x	1.0300	904.13
			DOOR UNITS TYPE 6 & 7						
31	08 16 13 00 0080	LF	Fiberglass Reinforced Polyester (FRP) Door Sweep (Chem-Pruf)						\$999.31
			Installation	Quantity		Unit Price		Factor	Total
				42.00	x	23.10	x	1.0300	999.31
			DOOR UNITS TYPE 6 & 7						
32	08 16 13 00 0081	LF	2-1/4" Fiberglass Reinforced Polyester (FRP) Center Door Mullion (Chem-Pruf)						\$325.17
			Installation	Quantity		Unit Price		Factor	Total
				7.00	x	45.10	x	1.0300	325.17
			DOOR UNIT TYPE 7 PAIRED						
33	08 16 13 00 0172	EA	22" x 32" 1" Tempered Glass Lite Kit For CDS Fiberglass Reinforced Polyester (FRP) Doors						\$3,259.35
			Installation	Quantity		Unit Price		Factor	Total
				14.00	x	226.03	x	1.0300	3,259.35
			DOOR UNITS						
34	08 43 13 00 0002	SF	Aluminum Storefront Framing Assembly						\$140.78
			Installation	Quantity		Unit Price		Factor	Total
				6.00	x	17.26	x	1.0300	106.67
			Demolition	6.00	x	5.52	x	1.0300	34.11
			BOILER ROOM SINGLE DOOR LOUVER TRANSOM - WHITE FRAME						
35	08 43 13 00 0002 0076		For Various Color Class I Anodized Finish, Add						\$3.28
			Installation	Quantity		Unit Price		Factor	Total
				6.00	x	0.53	x	1.0300	3.28
36	08 51 13 00 0117	EA	>20 To 30 SF, 3-1/4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-7900)						\$7,458.27
			Installation	Quantity		Unit Price		Factor	Total
				12.00	x	492.24	x	1.0300	6,084.09
			Demolition	12.00	x	111.18	x	1.0300	1,374.18
			TRIPLE STATIONARY UNIT 5 @ 40X40 EACH - WHITE FRAME						
37	08 51 13 00 0117 0288		For Color Anodized Finish, Add						\$265.62
			Installation	Quantity		Unit Price		Factor	Total
				12.00	x	21.49	x	1.0300	265.62
38	08 51 13 00 0120	EA	Up To 6 SF, 4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-9500)						\$4,710.03
			Installation	Quantity		Unit Price		Factor	Total
				12.00	x	292.12	x	1.0300	3,610.60
			Demolition	12.00	x	88.95	x	1.0300	1,099.42
			TRANSOM PANEL OVER SINGLE DOOR UNIT 6 @ 40X45 INCHES - WHITE FRAME						
39	08 51 13 00 0120 0288		For Color Anodized Finish, Add						\$124.47
			Installation	Quantity		Unit Price		Factor	Total
				12.00	x	10.07	x	1.0300	124.47
40	08 51 13 00 0122	EA	>10 To 15 SF, 4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-9500)						\$468.73
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	355.02	x	1.0300	365.67
			Demolition	1.00	x	100.06	x	1.0300	103.06
			TRANSOM PANEL OVER PAIRED DOOR UNIT 7 @ 76X26 INCHES - WHITE						

Contractor's Cost Proposal - Detail (L/E/M) Continues..

Job Order No: 052278.00  
Job Order Title: Matawan\_Municipal - Window Replacements

Section - 08											
41	08	51	13	00	0122	0288	For Color Anodized Finish, Add				\$13.58
							Installation	Quantity	Unit Price	Factor	Total
								1.00	x 13.18	x 1.0300	= 13.58
42	08	51	13	00	0166		EA	>6 To 10 SF, 3-1/4" Frame Depth, HC 80, Overlap, Fixed Over Vent, Projected Aluminum Window (Traco TR-3400/3500)			\$5,327.28
							Installation	Quantity	Unit Price	Factor	Total
								6.00	x 767.52	x 1.0300	= 4,743.27
							Demolition	6.00	x 94.50	x 1.0300	= 584.01
							3 - DOUBLE PAIRED UNIT 1 @ 86X69 INCHES - WHITE FRAME				
43	08	51	13	00	0166	0288	For Color Anodized Finish, Add				\$263.89
							Installation	Quantity	Unit Price	Factor	Total
								6.00	x 42.70	x 1.0300	= 263.89
44	08	51	13	00	0166		EA	>6 To 10 SF, 3-1/4" Frame Depth, HC 80, Overlap, Fixed Over Vent, Projected Aluminum Window (Traco TR-3400/3500)			\$63,927.40
							Installation	Quantity	Unit Price	Factor	Total
								72.00	x 767.52	x 1.0300	= 56,919.28
							Demolition	72.00	x 94.50	x 1.0300	= 7,008.12
							36 - DOUBLE PAIRED UNIT 2 @ 86X69 INCHES - WHITE FRAME				
45	08	51	13	00	0166	0288	For Color Anodized Finish, Add				\$3,166.63
							Installation	Quantity	Unit Price	Factor	Total
								72.00	x 42.70	x 1.0300	= 3,166.63
46	08	51	13	00	0166		EA	>6 To 10 SF, 3-1/4" Frame Depth, HC 80, Overlap, Fixed Over Vent, Projected Aluminum Window (Traco TR-3400/3500)			\$3,551.52
							Installation	Quantity	Unit Price	Factor	Total
								4.00	x 767.52	x 1.0300	= 3,162.18
							Demolition	4.00	x 94.50	x 1.0300	= 389.34
							2 - DOUBLE PAIRED UNIT 3 @ 92X83 INCHES (ADD LOUVER 46X26) - WHITE FRAME				
47	08	51	13	00	0166	0288	For Color Anodized Finish, Add				\$175.92
							Installation	Quantity	Unit Price	Factor	Total
								4.00	x 42.70	x 1.0300	= 175.92
48	08	51	13	00	0167		EA	>10 To 15 SF, 3-1/4" Frame Depth, HC 80, Overlap, Fixed Over Vent, Projected Aluminum Window (Traco TR-3400/3500)			\$991.13
							Installation	Quantity	Unit Price	Factor	Total
								1.00	x 862.20	x 1.0300	= 888.07
							Demolition	1.00	x 100.06	x 1.0300	= 103.06
							1 - SINGLE UNIT 4 @ 45X56 - WHITE FRAME				
49	08	51	13	00	0167	0288	For Color Anodized Finish, Add				\$50.14
							Installation	Quantity	Unit Price	Factor	Total
								1.00	x 48.68	x 1.0300	= 50.14
50	08	51	13	00	0238		EA	Roto Operator For Casement Aluminum Windows			\$8,944.82
							Installation	Quantity	Unit Price	Factor	Total
								83.00	x 104.63	x 1.0300	= 8,944.82
							HOPPER WINDOWS TYPES 1,2,3,4 UNITS				
51	08	51	66	00	0003		SF	>10 SF Area Including Aluminum Frame, Insect Screens For Aluminum Windows			\$2,497.59
							Installation	Quantity	Unit Price	Factor	Total
								726.00	x 3.34	x 1.0300	= 2,497.59
							HOPPER UNITS TYPE 1, 2,3 4 INTERIOR				

Contractor's Cost Proposal - Detail (L/E/M) Continues..

Job Order No: 052278.00  
Job Order Title: Matawan\_Municipal - Window Replacements

Section - 08

52	08	71	23	00	0413	EA	4-1/2" x 4-1/2", Non Removable Pin, Full Mortise, Ball Bearing, Steel Security Hinge										\$1,526.21
							Installation	Quantity		Unit Price		Factor		Total			
								48.00	x	30.87	x	1.0300	=	1,526.21			
							SINGLE / DOUBLE DOOR UNITS (3 PINS PER DOOR JAMB)										
53	08	71	23	00	2102	EA	3' Push Bar Exit Device, Rim Type, Narrow StileAluminum anodized finish. Von Duprin Series 33/35.										\$16,524.66
							Installation	Quantity		Unit Price		Factor		Total			
								16.00	x	1,002.71	x	1.0300	=	16,524.66			
							SINGLE / PAIRED DOOR UNITS										
54	08	71	23	00	2219	EA	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)										\$6,779.87
							Installation	Quantity		Unit Price		Factor		Total			
								16.00	x	384.54	x	1.0300	=	6,337.22			
							Demolition	16.00	x	26.86	x	1.0300	=	442.65			
							SINGLE / PAIRED DOOR UNITS										
55	08	71	23	00	2219	0162	EA	For Hold Open Arm, Add									\$227.42
							Installation	Quantity		Unit Price		Factor		Total			
								16.00	x	13.80	x	1.0300	=	227.42			
56	08	71	23	00	2253	EA	Entrance/Office F82 Bored LocksetLocked with key outside and push button inside.										\$568.25
							Installation	Quantity		Unit Price		Factor		Total			
								2.00	x	252.69	x	1.0300	=	520.54			
							Demolition	2.00	x	23.16	x	1.0300	=	47.71			
							SINGLE DOOR BOILER ROOM & FLUSH DOOR										
57	08	71	23	00	2253	0179	EA	For Interchangeable Core, Add									\$19.47
							Installation	Quantity		Unit Price		Factor		Total			
								2.00	x	9.45	x	1.0300	=	19.47			
58	08	71	23	00	2355	EA	Single Cylinder Deadbolt, Key One Side, Knob One SideCylindrical, ANSI Grade 1, interchangeable core, bright brass or satin chromium finish.										\$2,611.92
							Installation	Quantity		Unit Price		Factor		Total			
								16.00	x	135.33	x	1.0300	=	2,230.24			
							Demolition	16.00	x	23.16	x	1.0300	=	381.68			
							SINGLE / PAIRED DOOR UNITS										
59	08	81	23	13	0054	SF	3/4" Thick, Insulated Factory Installed GlassTwo 1/4" lites with 1/4" air space.										\$4,135.45
							Installation	Quantity		Unit Price		Factor		Total			
								730.00	x	5.50	x	1.0300	=	4,135.45			
							HOPPER OPERATIVE UNITS										
60	08	81	23	13	0054	0232		For Reflective Coated Glass, Add									\$1,864.71
							Installation	Quantity		Unit Price		Factor		Total			
								730.00	x	2.48	x	1.0300	=	1,864.71			
61	08	81	23	13	0054	0236		For Low-E Coated Glass, Add									\$1,037.62
							Installation	Quantity		Unit Price		Factor		Total			
								730.00	x	1.38	x	1.0300	=	1,037.62			
62	08	81	23	13	0054	0246		For One Piece Heat Strengthened Glass, Add									\$827.09
							Installation	Quantity		Unit Price		Factor		Total			
								730.00	x	1.10	x	1.0300	=	827.09			
63	08	81	23	13	0054	0250		For One Piece Fully Tempered Glass, Add									\$827.09
							Installation	Quantity		Unit Price		Factor		Total			
								730.00	x	1.10	x	1.0300	=	827.09			



Contractor's Cost Proposal - Detail (L/E/M) Continues..

Job Order No: 052278.00  
Job Order Title: Matawan\_Municipal - Window Replacements

Section - 08													
64	08	81	23	13 0054	0258	For Argon Gas, Add					\$1,135.37		
						Installation	Quantity		Unit Price		Factor	=	Total
							730.00	x	1.51	x	1.0300	=	1,135.37
65	08	81	23	13 0054		SF	3/4" Thick, Insulated Factory Installed GlassTwo 1/4" lites with 1/4" air space.					\$13,312.75	
						Installation	Quantity		Unit Price		Factor	=	Total
							2,350.00	x	5.50	x	1.0300	=	13,312.75
						FIXED WINDOWS, TRANSOMS							
66	08	81	23	13 0054	0232	For Reflective Coated Glass, Add					\$6,002.84		
						Installation	Quantity		Unit Price		Factor	=	Total
							2,350.00	x	2.48	x	1.0300	=	6,002.84
67	08	81	23	13 0054	0236	For Low-E Coated Glass, Add					\$3,340.29		
						Installation	Quantity		Unit Price		Factor	=	Total
							2,350.00	x	1.38	x	1.0300	=	3,340.29
68	08	81	23	13 0054	0246	For One Piece Heat Strengthened Glass, Add					\$2,662.55		
						Installation	Quantity		Unit Price		Factor	=	Total
							2,350.00	x	1.10	x	1.0300	=	2,662.55
69	08	81	23	13 0054	0250	For One Piece Fully Tempered Glass, Add					\$2,662.55		
						Installation	Quantity		Unit Price		Factor	=	Total
							2,350.00	x	1.10	x	1.0300	=	2,662.55
70	08	81	23	13 0054	0258	For Argon Gas, Add					\$3,654.96		
						Installation	Quantity		Unit Price		Factor	=	Total
							2,350.00	x	1.51	x	1.0300	=	3,654.96
71	08	91	19	00 0064		EA	36" Wide x 24" High Fixed Intake Louver, Galvanized Aluminumincludes bird screen. Excludes actuator.					\$659.33	
						Installation	Quantity		Unit Price		Factor	=	Total
							1.00	x	577.56	x	1.0300	=	594.89
						Demolition	1.00	x	62.57	x	1.0300	=	64.45
						SINGLE BOILER ROOM DOOR TRANSOM							
72	08	91	19	00 0064	0422	For Kynar™ Standard Colors Finish, Add					\$256.28		
						Installation	Quantity		Unit Price		Factor	=	Total
							1.00	x	248.82	x	1.0300	=	256.28
ubtotal for Section - 08											\$215,915.32		
Section - 09													
73	09	29	00	00 0013		SF	5/8" Type X Fire Rated Gypsum Board					\$7,119.36	
						Installation	Quantity		Unit Price		Factor	=	Total
							3,200.00	x	1.61	x	1.0300	=	5,306.56
						Demolition	3,200.00	x	0.55	x	1.0300	=	1,812.80
						INTERIOR WALL REPAIRS							
74	09	29	00	00 0062		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board					\$572.42	
						Installation	Quantity		Unit Price		Factor	=	Total
							475.00	x	1.17	x	1.0300	=	572.42
						INTERIOR WALL REPAIRS							
75	09	29	00	00 0062	0052	For ASTM C840 Level 3 Finish, Deduct					-\$53.82		
						Installation	Quantity		Unit Price		Factor	=	Total
							475.00	x	-0.11	x	1.0300	=	-53.82

Contractor's Cost Proposal - Detail (L/E/M) Continues..

Job Order No: 052278.00  
Job Order Title: Matawan\_Municipal - Window Replacements

Section - 09

76	09	29	00	00	0065	LF	Up To 10' High, Horizontal Corners, Tape, Spackle And Finish Gypsum Board										\$764.78
							Quantity		Unit Price		Factor		Total				
						Installation	550.00	x	1.35	x	1.0300	=	764.78				
							INTERIOR WALL REPAIRS										
77	09	29	00	00	0065 0052		For ASTM C840 Level 3 Finish, Deduct										-\$73.65
							Quantity		Unit Price		Factor		Total				
						Installation	550.00	x	-0.13	x	1.0300	=	-73.65				
							INTERIOR WALL REPAIRS										
78	09	29	00	00	0069	LF	Comer Bead, Galvanized Steel For Gypsum Board										\$1,301.92
							Quantity		Unit Price		Factor		Total				
						Installation	400.00	x	3.16	x	1.0300	=	1,301.92				
							INTERIOR WALL REPAIRS										
79	09	91	13	00	0432	SF	Paint Exterior Metal Trim, 1 Coat Primer, Brush/Roller Work										\$372.19
							Quantity		Unit Price		Factor		Total				
						Installation	365.00	x	0.99	x	1.0300	=	372.19				
							PRIMER EXISTING STEEL LINTELS										
80	09	91	13	00	0434	SF	Paint Exterior Metal Trim, 2 Coats Paint, Brush/Roller Work										\$744.38
							Quantity		Unit Price		Factor		Total				
						Installation	365.00	x	1.98	x	1.0300	=	744.38				
							PAINT EXISTING LINTELS										
81	09	91	23	00	0062	SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work										\$2,043.52
							Quantity		Unit Price		Factor		Total				
						Installation	3,200.00	x	0.62	x	1.0300	=	2,043.52				
							DRYWALL PATCH AREAS										
82	09	91	23	00	0064	SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work										\$4,087.04
							Quantity		Unit Price		Factor		Total				
						Installation	3,200.00	x	1.24	x	1.0300	=	4,087.04				
							DRYWALL PATCH AREAS										
83	09	91	23	00	0337	SF	Paint Interior Wood Trim, 1 Coat Primer, Brush Work										\$129.16
							Quantity		Unit Price		Factor		Total				
						Installation	60.00	x	2.09	x	1.0300	=	129.16				
							DOOR INTERIOR TRIM										
84	09	91	23	00	0339	SF	Paint Interior Wood Trim, 2 Coats Paint, Brush Work										\$307.15
							Quantity		Unit Price		Factor		Total				
						Installation	60.00	x	4.97	x	1.0300	=	307.15				
							DOOR INTERIOR TRIM										
85	09	91	43	00	0013	SF	Hand Scraping And Sanding, Metal Surfaces, Surface Preparation										\$281.96
							Quantity		Unit Price		Factor		Total				
						Installation	375.00	x	0.73	x	1.0300	=	281.96				
							PREP EXISTING LINTELS										
86	09	91	43	00	0013 0296		For >250 To 500, Add										\$42.49
							Quantity		Unit Price		Factor		Total				
						Installation	375.00	x	0.11	x	1.0300	=	42.49				
87	09	91	43	00	0015	SF	Power Tool Cleaning, Metal Surfaces, Surface Preparation										\$467.36
							Quantity		Unit Price		Factor		Total				
						Installation	375.00	x	1.21	x	1.0300	=	467.36				
							PREP EXISTING LINTELS										

Contractor's Cost Proposal - Detail (L/E/M) Continues..

Job Order No: 052278.00  
Job Order Title: Matawan\_Municipal - Window Replacements

Section - 09														
88	09	91	43	00	0015	0296	For >250 To 500, Add				\$69.53			
							Installation	Quantity		Unit Price		Factor	=	Total
								375.00	x	0.18	x	1.0300		69.53

Subtotal for Section - 09 \$18,175.79

Proposal Total \$268,772.16

This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**Job Order**

<b>MRESC State Approved Coop #65MCESCCPS</b> <b>JOC Contract No.: ESCNJ 16/17-54 GC3</b>			
<input type="checkbox"/> <b>New Job Order</b>		<input type="checkbox"/> <b>Modify an Existing Job Order</b>	
Job Order Number: 08212017-1			
Job Order Title: Matawan Police Building Windows			
Contact: <u>Louis Ferrara</u>		Contractor Name: <u>Murray Paving and Concrete</u>	
Phone: <u>7325663898</u>		Contact: <u>William Murray</u>	
		Phone: _____	

<b>Work to be Performed</b>
Work to be performed as per the Final Scope of Work and the Price Proposal dated 07/26/2017, and as per the terms and conditions of JOC Contract No ESCNJ 16/17-54 GC3.
<u>Brief Task Order Description:</u> Replace windows in the Police Department Building.

<b>Time of Performance</b>	Estimated Start Date: _____ Estimated Completion Date: _____
<b>Liquidated Damages</b>	Will apply: <input type="checkbox"/> Will NOT apply: <input checked="" type="checkbox"/>

<b>Validation Information</b>	
<i>Normal Working Hours</i>	<i>1.0300</i>

<b>Job Order Firm Fixed Price: \$53,989.64</b>
Owner Purchase Order: _____

**Approvals**

Project Manager	Date	Bureau/Division Manager	Date
Technical/Engineer Review	Date	Contracting Officer	Date



**Scope of Work**

**MRESC State Approved Coop #65MCESCCPS**

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**To:** Contractor Project Manager  
Murray Paving and Concrete  
17 Park Place  
Paramus, NJ 07652

**From:** Louis Ferrara  
MRESC - Borough of Matawan  
No Address Input  
  
7325663898

**Job Order No:** 08212017-1  
**Job Order Title:** Matawan Police Building Windows  
**Contract #:** ESCNJ 16/17-54 GC3

---

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

-Remove and replace all windows of the police building with exception to the front half circle window in the center of the building.

Subject to the terms and conditions of JOC Contract ESCNJ 16/17-54 GC3.

_____	_____
Louis Ferrara	Date

_____	_____
Contractor Project Manager	Date

**Contractor's Cost Proposal - Summary (L/E/M)**

**MRESC State Approved Coop #65MCESCCPS**

**Date:** August 29, 2017

**Re:** IQC Master Contract #: ESCNJ 16/17-54 GC3  
JOC Work Order #: 08212017-1  
Owner PO #:  
Title: Matawan Police Building Windows  
Contractor: Murray Paving and Concrete  
Proposal Value: \$53,989.64

<b>Section - 01</b>	<b>\$7,842.37</b>
<b>Section - 03</b>	<b>\$828.12</b>
<b>Section - 07</b>	<b>\$12,199.65</b>
<b>Section - 08</b>	<b>\$33,119.50</b>
<b>Proposal Total</b>	<b>\$53,989.64</b>

This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Cost Proposal - Detail (L/E/M)

MRESC State Approved Coop #65MCESCCPS

Date: August 29, 2017

Re: IQC Master Contract #: ESCNJ 16/17-54 GC3  
JOC Work Order #: 08212017-1  
Owner PO #:  
Title: Matawan Police Building Windows  
Contractor: Murray Paving and Concrete  
Proposal Value: \$53,989.64

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Section - 01</b>					
1	01 22 20 00 0006		HR	CarpenterFor tasks not included in the Task Catalog and as directed by owner only.	\$3,032.98
				Installation Quantity 32.00 x Unit Price 92.02 x Factor 1.0300 = Total 3,032.98	
				Framing at oversized openings to accommodate 2 units to be installed	
2	01 22 20 00 0016		HR	LaborerFor tasks not included in the Task Catalog and as directed by owner only.	\$1,172.72
				Installation Quantity 16.00 x Unit Price 71.16 x Factor 1.0300 = Total 1,172.72	
				Removal of blinds on interior of window to be stored away.	
3	01 22 23 00 0006		WK	40' Engine Powered, Telescoping Boom Manlift	\$1,099.37
				Installation Quantity 1.00 x Unit Price 1,067.35 x Factor 1.0300 = Total 1,099.37	
4	01 56 16 00 0003		SF	6 Mil Plastic Sheeting, Applied To Floors	\$298.70
				Installation Quantity 1,000.00 x Unit Price 0.29 x Factor 1.0300 = Total 298.70	
5	01 56 16 00 0005		SF	6 Mil Plastic Sheeting, Applied To Ceilings	\$525.30
				Installation Quantity 1,000.00 x Unit Price 0.51 x Factor 1.0300 = Total 525.30	
6	01 66 19 00 0002		CY	Transfer Delivered Material Between Floors Via Stairs, Per FloorQuantity equals volume of materials multiplied by number of floors traveled.	\$849.13
				Installation Quantity 60.00 x Unit Price 13.74 x Factor 1.0300 = Total 849.13	
7	01 74 19 00 0013		EA	30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$695.25
				Installation Quantity 1.00 x Unit Price 675.00 x Factor 1.0300 = Total 695.25	
8	01 74 19 00 0013 0001		MOD	For Each Ton Over Indicated Amount, Add	\$168.92
				Installation Quantity 2.00 x Unit Price 82.00 x Factor 1.0300 = Total 168.92	

Subtotal for Section - 01 \$7,842.37

Section - 03

9	03 31 13 00 0092		CY	150' Haul, Non Motorized, Concrete Buggy	\$828.12
				Installation Quantity 30.00 x Unit Price 26.80 x Factor 1.0300 = Total 828.12	
				Move demo'ed windows and materials to dumpster	

Subtotal for Section - 03 \$828.12

Section - 07

Contractor's Cost Proposal - Detail (L/E/M) Continues..

Job Order No: 08212017-1  
Job Order Title: Matawan Police Building Windows

Section - 07											
10	07	92	13	00	0059	CLF	3/4" x 3/4" Joint, Polysulfide Sealant And Caulking				\$12,199.65
						Installation	Quantity		Unit Price	Factor	Total
							16.00	x	740.27	x	12,199.65
									1.0300	=	
Subtotal for Section - 07											\$12,199.65
Section - 08											
11	08	52	16	00	0175	EA	37-5/8" x 88-7/8" Double Hung Wood Clad Window (Andersen 400 TW Series)				\$33,119.50
						Installation	Quantity		Unit Price	Factor	Total
							35.00	x	845.05	x	30,464.05
						Demolition	35.00	x	73.66	x	2,655.44
									1.0300	=	
Subtotal for Section - 08											\$33,119.50
Proposal Total											\$53,989.64

This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Mayor Altomonte read by title Resolution 17-11-24: Authorizing the Waiver of Municipal Temporary Food Handling Permit Fees – Borough of Matawan 2017 Christmas Tree Lighting – CheeZen Food Truck. Councilman Vergaretti made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

Yes: Councilman Urbano



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

Councilman Caldon  
Councilman Vergaretti  
Councilman Cannon  
Councilman Reeve

Motion passed.

**RESOLUTION 17-11-24  
AUTHORIZING THE WAIVER OF MUNICIPAL TEMPORARY FOOD HANDLING PERMIT FEES  
BOROUGH OF MATAWAN 2017 CHRISTMAS TREE LIGHTING  
CHEEZEN FOOD TRUCK**

***WHEREAS**, the Borough of Matawan's Christmas Tree Lighting has been celebrated for many years in the Borough; and,*

***WHEREAS**, the Bayshore EMS First Aid, the Police Department, and the Recreation Department of the Borough of Matawan are sponsoring the Borough's Annual Christmas Tree Lighting on Thursday, November 30, 2017; and*

***WHEREAS**, the departments listed above request the Council of the Borough of Matawan, as an expression of support and encouragement, waive the municipal Temporary Food Handling Permit fee in the amount of \$50.00 for CheeZen Food Truck.*

***NOW, THEREFORE, BE IT RESOLVED** that the Council of the Borough of Matawan does hereby waive the \$50.00 municipal Temporary Food Handling Permit fee for the 2017 Borough of Matawan's Christmas Tree Lighting.*

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Bayshore EMS First Aid, Clerk, Finance, Police, Recreation, as well as the Monmouth County Department of Health.*

Councilman Cannon announced the added Resolution 17-11-23 is a big step for the Borough with regard to getting Borough Hall upgraded, including new windows, and other Borough properties energy efficient. Councilman Caldon asked Mr. Ferrara how long he has been working on getting this done. Mr. Ferrara acknowledged, for quite a while. Mr. Ferrara further stated the Borough used its membership in the NJPA and the Middlesex Buying Co-Op to realize a significant cost savings.

**Privilege of the Floor**

Mayor Altomonte opened the Privilege of the Floor.

Loretta Windas, 138 Aberdeen Road, Matawan. Ms. Windas questioned the water quality in the Borough. Mr. Ferrara explained that at certain times of the year the Borough pumps water from our own wells but the State requires we purchase water for certain months of the year. A couple of weeks ago the Borough switched over from our wells to New Jersey American Water Company. Borough water is well water and American Water is surface water with a slight difference in taste. Ms. Windas then asked what is done with old, used police vehicles. Mr. Ferrara informed once it is determined a vehicle is no longer viable, it is sold for scrap metal.

Tracey Carlino, 32 Fierro Avenue, Matawan. Ms. Carlino asked for explanations on Resolutions 17-11-12 through 17-11-14. Mr. Ferrara explained 17-11-12 is for the DJ for the 2017 Turkey Trot event, 17-11-13 was for the contract that is part of our annual audit, noting it was for solar panels to be installed on all the Borough buildings (Public Works, Municipal Center, Police Department, and the Water Plant), and 17-11-14 is the contract for the Recycling Center to be constructed behind Quick Chek.

Corinna Marotta, 4 Claire Court, Matawan. Ms. Marotta offered her thanks to Councilmen Caldon and Urbano for their years of dedication.

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

Kurtis Roinestad, President of Historical Society of Matawan. Mr. Roinestad thanked Council for its support for a very successful 2017 Ghost Walk event. He thanked Councilman Cannon, who served as one of the guides, and Mr. Ferrara for having all the sidewalks ready on Main Street prior to the event. Mr. Roinestad thanked Councilmen Caldon and Urbano for their service.

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

**Adjournment**

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

The meeting adjourned at 7:40 PM.

(Signature on File)

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Robin Klinger  
Deputy Clerk