

**Borough of Matawan
Public Session
February 20, 2018**

A regular meeting of the Council of the Borough of Matawan, New Jersey, was held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey on February 20, 2018 with Mayor Joseph 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 10, 2018, 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 7:20 PM requesting a roll call.

On roll call the following members responded present:

Yes: Councilman Nicolas Reeve
 Councilwoman Josi Salvatore
 Councilwoman Stephanie Buckel
 Councilman Brett Cannon
 Councilwoman Deana Gunn
 Councilman David Vergaretti

Also present were Louis Ferrara, Borough Administrator, Pasquale Menna, Esq., Borough Attorney, and Robert R. Keady, Jr. of T&M Associates, 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.

Mayor Altomonte announced that Resolution 18-02-50 will be added to tonight's Agenda.

Mayor Altomonte recognized Aberdeen Councilman Joseph Martucci in the audience.

Fire Department Presentation of Awards

Mayor Altomonte introduced Richard Michitsch, Chief of the Borough of Matawan Volunteer Fire Department.

Chief Michitsch related a 2017 event when a member of the community was trapped underneath a vehicle.

Chief Michitsch presented Nancy Varsanyi with the Community Service Civilian Award for her bravery and selfless actions including her assistance with CPR.

Chief Michitsch presented ex-Fire Chief Zoltan Varsanyi with the Merit Award for providing assistance to a community member, thanking him for all that he did at the scene.

Chief Michitsch presented Firefighter Joseph Martucci with the CPR Save Award for his of administrating CPR and life-saving efforts to the victim. 1st Deputy Chief Ed Lee announced the Firefighter Martucci, who is also a member of the Special Operations Boat Water Rescue Team, and congratulated him on his assistance with a local municipality on a 2017 water rescue.

Chief Michitsch noted he wished everyone could receive an award for the efforts made that rescue.

Chief Michitsch dismissed the members of the Matawan Fire Department who left the meeting at 7:28 PM.

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Mayor Altomonte thanked the Chief and the Matawan Fire Department.

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 Reeve made the motion, seconded by Councilwoman Salvatore. Council agreed. Motion passed.

Approval of Minutes

Mayor Altomonte requested a motion to approve the minutes of the February 6, 2018 Council Meeting. Councilman Reeve made a motion, seconded by Councilwoman Salvatore. Council agreed. Motion passed.

Clerk's Report

No report.

Mayor's Report

No report.

Administrator's Report

Mr. Ferrara stated his report has been electronically transmitted.

Attorney's Report

No report.

Engineer's Report

Mr. Keady discussed the following projects:

- 1) Gravelly Brook Park – Phase I – the contractor is working on the punch list and the project is expected to be complete within the next few weeks.
- 2) 2017 Road Program – the contractor is expected to resume the construction for Contract I in the spring, most likely mid-month.
- 3) Middlesex Road – Phase II – has been submitted to NJDOT for review and authorization to go to bid.
- 4) Main Street Streetscape – the remaining work is expected to be finished in the spring, as well.
- 5) NJ Transit Village Improvements – Mr. Keady explained that they just received NJ Transit's letter of approval, subject to a few conditions. An agreement between NJ Transit and the Borough is drafted, and will forward for review and comment upon receipt.

Construction, Finance

Councilman Reeve provided Construction Report for January, 2018.

Description	Current Month	Year-to-Date
Permit Income/Certificate	\$11,805.00	\$11,805.00
Business CCOs/Misc Fees	\$300.00	\$300.00
State Permit Surcharge Fees	\$430.00	\$430.00
Penalties	\$0.00	\$0.00
Paid to Matawan General Fund	\$11,815.00	\$11,815.00
Paid to State Quarterly Payment	\$0.00	\$0.00
Value of Construction Work	\$675,071.00	\$675,071.00
Permits Issued	27	27

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Councilman Reeve requested the Treasurer Reports for the months of September, October, November and December 2017 be entered into the record.

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REPORT OF THE TREASURER				
TO THE MAYOR AND COUNCIL OF THE BOROUGH OF MATAWAN				
BANK BALANCES AS OF SEPTEMBER 30, 2017				
CURRENT ACCOUNT	INVESTORS		\$4,167,327.53	\$4,167,327.53
TAX COLLECTOR TRUST FUND	INVESTORS		\$0.00	\$0.00
WATER & SEWER ACCOUNT	INVESTORS		\$1,026,452.10	\$1,026,452.10
WATER & SEWER-Certificate of Deposit	INVESTORS		\$501,114.04	\$501,114.04
BOROUGH CAPITAL ACCOUNT	INVESTORS		\$2,683,317.24	\$2,683,317.24
UTILITY CAPITAL ACCOUNT	INVESTORS		\$1,753,980.40	\$1,753,980.40
BOROUGH TRUST ACCOUNT	INVESTORS		\$505,390.22	\$505,390.22
BORO TRUST SUMMARY-INVESTORS BANK		CASH BALANCES		
AS OF: SEPTEMBER 30, 2017				
	FIRE SAFETY		\$24,723.69	
	FIRE PREVENTION/DEDICATED PENALTY		\$1,597.26	
	ESCROW		\$116,751.21	
	TAX REDEMPTIONS		\$51,922.90	
	POAA		\$0.00	
	DONATION		\$2,742.49	
	PREMIUMS		\$211,575.00	
	OFF DUTY POLICE		\$15,290.62	
	K-9 FUND		\$59,451.00	
	RECYCLING TRUST		\$13,412.89	
	PUBLIC DEFENDER		\$7,923.16	
	TOTAL		\$505,390.22	
DOG TAX TRUST ACCOUNT	INVESTORS		\$2,665.13	\$2,665.13
UNEMPLOYMENT INSURANCE ACCOUNT	INVESTORS		\$41,508.08	\$41,508.08
RECREATION SPECIAL ACCOUNT	INVESTORS		\$32,706.96	\$32,706.96
RECREATION TRUST SUMMARY-INVESTORS BANK		CASH BALANCES		
AS OF: SEPTEMBER 30, 2017				
	TURKEY TROT		\$12,140.92	
	SUMMER RECREATION		\$4,335.57	
	SUMMER RECREATION TRIPS		\$8,424.24	
	MATAWAN DAY		-\$69.50	
	BASKETBALL TOURNAMENT		\$0.00	
	CANOE RENTALS		\$3,599.15	
	MEN'S OVER 30 B'BALL		\$85.00	
	NNO VENDER		\$350.00	
	YOGA/KICKBOXING		\$1,105.25	
	DOG'S NIGHT OUT		\$37.82	
	FIREWORKS DONATIONS		-\$1,725.00	
	CAPITAL IMPROVEMENTS		\$4,423.51	
	TOTAL		\$32,706.96	
DEVELOPERS ESCROW ACCT	INVESTORS		\$249,499.39	\$249,499.39
LAW ENFORCEMENT ACCOUNT	INVESTORS		\$4,319.22	\$4,319.22
RAILROAD PARKING LOT TRUST	INVESTORS		\$90,404.10	\$90,404.10
TOTAL			<u>\$11,058,684.41</u>	\$11,058,684.41
RESPECTFULLY, <i>Monica Antista</i>				
TREASURER				1/30/2018

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REPORT OF THE TREASURER				
TO THE MAYOR AND COUNCIL OF THE BOROUGH OF MATAWAN				
BANK BALANCES AS OF OCTOBER 31, 2017				
CURRENT ACCOUNT	INVESTORS		\$3,684,216.29	\$3,684,216.29
TAX COLLECTOR TRUST FUND	INVESTORS		-\$2,085.35	-\$2,085.35
WATER & SEWER ACCOUNT	INVESTORS		\$1,171,646.29	\$1,171,646.29
WATER & SEWER-Certificate of Deposit	INVESTORS		\$501,217.01	\$501,217.01
BOROUGH CAPITAL ACCOUNT	INVESTORS		\$2,552,548.76	\$2,552,548.76
UTILITY CAPITAL ACCOUNT	INVESTORS		\$1,753,980.40	\$1,753,980.40
BOROUGH TRUST ACCOUNT	INVESTORS		\$517,835.28	\$517,835.28
BORO TRUST SUMMARY-INVESTORS BANK		CASH BALANCES		
AS OF: OCTOBER 31, 2017				
	FIRE SAFETY		\$26,523.69	
	FIRE PREVENTION/DEDICATED PENALTY		\$1,597.26	
	ESCROW		\$115,341.21	
	TAX REDEMPTIONS		\$54,740.19	
	POAA		\$0.00	
	DONATION		\$2,742.49	
	PREMIUMS		\$200,575.00	
	OFF DUTY POLICE		\$28,628.39	
	K-9 FUND		\$66,351.00	
	RECYCLING TRUST		\$13,412.89	
	PUBLIC DEFENDER		\$7,923.16	
	TOTAL		\$517,835.28	
DOG TAX TRUST ACCOUNT	INVESTORS		\$983.33	\$983.33
UNEMPLOYMENT INSURANCE ACCOUNT	INVESTORS		\$42,137.45	\$42,137.45
RECREATION SPECIAL ACCOUNT	INVESTORS		\$36,363.96	\$36,363.96
RECREATION TRUST SUMMARY-INVESTORS BANK		CASH BALANCES		
AS OF: OCTOBER 31, 2017				
	TURKEY TROT		\$16,165.92	
	SUMMER RECREATION		\$4,317.57	
	SUMMER RECREATION TRIPS		\$8,424.24	
	MATAWAN DAY		-\$69.50	
	BASKETBALL TOURNAMENT		\$0.00	
	CANOE RENTALS		\$3,599.15	
	MEN'S OVER 30 B'BALL		\$85.00	
	NNO VENDER		\$350.00	
	YOGA/KICKBOXING		\$755.25	
	DOG'S NIGHT OUT		\$37.82	
	FIREWORKS DONATIONS		-\$1,725.00	
	CAPITAL IMPROVEMENTS		\$4,423.51	
	TOTAL		\$36,363.96	
DEVELOPERS ESCROW ACCT	INVESTORS		\$247,448.17	\$247,448.17
LAW ENFORCEMENT ACCOUNT	INVESTORS		\$4,322.94	\$4,322.94
RAILROAD PARKING LOT TRUST	INVESTORS		\$87,526.74	\$87,526.74
TOTAL			<u>\$10,598,141.27</u>	\$10,598,141.27
RESPECTFULLY, <i>Monica Antista</i>				
TREASURER				1/30/2018

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REPORT OF THE TREASURER				
TO THE MAYOR AND COUNCIL OF THE BOROUGH OF MATAWAN				
BANK BALANCES AS OF NOVEMBER 30, 2017				
CURRENT ACCOUNT	INVESTORS		\$6,966,587.97	\$6,966,587.97
TAX COLLECTOR TRUST FUND	INVESTORS		\$102,084.06	\$102,084.06
WATER & SEWER ACCOUNT	INVESTORS		\$1,421,753.23	\$1,421,753.23
WATER & SEWER-Certificate of Deposit	INVESTORS		\$501,320.00	\$501,320.00
BOROUGH CAPITAL ACCOUNT	INVESTORS		\$1,537,449.87	\$1,537,449.87
UTILITY CAPITAL ACCOUNT	INVESTORS		\$1,753,980.40	\$1,753,980.40
BOROUGH TRUST ACCOUNT	INVESTORS		\$471,776.69	\$471,776.69
BORO TRUST SUMMARY-INVESTORS BANK		CASH BALANCES		
AS OF: NOVEMBER 30, 2017				
	FIRE SAFETY		\$26,523.69	
	FIRE PREVENTION/DEDICATED PENALTY		\$1,597.26	
	ESCROW		\$114,887.21	
	TAX REDEMPTIONS		\$36,262.89	
	POAA		\$0.00	
	DONATION		\$2,742.49	
	PREMIUMS		\$196,575.00	
	OFF DUTY POLICE		\$5,367.71	
	K-9 FUND		\$66,351.00	
	RECYCLING TRUST		\$13,546.28	
	PUBLIC DEFENDER		\$7,923.16	
	TOTAL		\$471,776.69	
DOG TAX TRUST ACCOUNT	INVESTORS		\$1,022.93	\$1,022.93
UNEMPLOYMENT INSURANCE ACCOUNT	INVESTORS		\$42,137.45	\$42,137.45
RECREATION SPECIAL ACCOUNT	INVESTORS		\$47,074.34	\$47,074.34
RECREATION TRUST SUMMARY-INVESTORS BANK		CASH BALANCES		
AS OF: NOVEMBER 30, 2017				
	TURKEY TROT		\$26,876.30	
	SUMMER RECREATION		\$4,317.57	
	SUMMER RECREATION TRIPS		\$8,424.24	
	MATAWAN DAY		-\$69.50	
	BASKETBALL TOURNAMENT		\$0.00	
	CANOE RENTALS		\$3,599.15	
	MEN'S OVER 30 B'BALL		\$85.00	
	NNO VENDER		\$350.00	
	YOGA/KICKBOXING		\$755.25	
	DOG'S NIGHT OUT		\$37.82	
	FIREWORKS DONATIONS		-\$1,725.00	
	CAPITAL IMPROVEMENTS		\$4,423.51	
	TOTAL		\$47,074.34	
DEVELOPERS ESCROW ACCT	INVESTORS		\$243,664.83	\$243,664.83
LAW ENFORCEMENT ACCOUNT	INVESTORS		\$4,326.54	\$4,326.54
RAILROAD PARKING LOT TRUST	INVESTORS		\$139,218.43	\$139,218.43
TOTAL			<u>\$13,232,396.74</u>	\$13,232,396.74
RESPECTFULLY, <i>Monica Antista</i>				
TREASURER				1/30/2018

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REPORT OF THE TREASURER				
TO THE MAYOR AND COUNCIL OF THE BOROUGH OF MATAWAN				
BANK BALANCES AS OF DECEMBER 31, 2017				
CURRENT ACCOUNT	INVESTORS		\$6,583,404.88	\$6,583,404.88
TAX COLLECTOR TRUST FUND	INVESTORS		\$0.00	\$0.00
WATER & SEWER ACCOUNT	INVESTORS		\$1,713,174.89	\$1,713,174.89
WATER & SEWER-Certificate of Deposit	INVESTORS		\$501,423.01	\$501,423.01
BOROUGH CAPITAL ACCOUNT	INVESTORS		\$1,158,347.93	\$1,158,347.93
UTILITY CAPITAL ACCOUNT	INVESTORS		\$1,753,980.40	\$1,753,980.40
BOROUGH TRUST ACCOUNT	INVESTORS		\$939,683.33	\$939,683.33
BORO TRUST SUMMARY-INVESTORS BANK		CASH BALANCES		
AS OF: DECEMBER 31, 2017				
	FIRE SAFETY		\$22,092.98	
	FIRE PREVENTION/DEDICATED PENALTY		\$1,597.26	
	ESCROW		\$113,673.86	
	TAX REDEMPTIONS		\$52,572.17	
	POAA		\$0.00	
	DONATION		\$2,742.49	
	PREMIUMS		\$623,875.00	
	OFF DUTY POLICE		\$35,309.13	
	K-9 FUND		\$66,351.00	
	RECYCLING TRUST		\$13,546.28	
	PUBLIC DEFENDER		\$7,923.16	
	TOTAL		\$939,683.33	
DOG TAX TRUST ACCOUNT	INVESTORS		\$693.93	\$693.93
UNEMPLOYMENT INSURANCE ACCOUNT	INVESTORS		\$25,924.44	\$25,924.44
RECREATION SPECIAL ACCOUNT	INVESTORS		\$42,886.82	\$42,886.82
RECREATION TRUST SUMMARY-INVESTORS BANK		CASH BALANCES		
AS OF: DECEMBER 31, 2017				
	TURKEY TROT		\$22,488.78	
	SUMMER RECREATION		\$4,317.57	
	SUMMER RECREATION TRIPS		\$8,424.24	
	MATAWAN DAY		-\$69.50	
	BASKETBALL TOURNAMENT		\$0.00	
	CANOE RENTALS		\$3,599.15	
	MEN'S OVER 30 B'BALL		\$85.00	
	NNO VENDER		\$350.00	
	YOGA/KICKBOXING		\$955.25	
	DOG'S NIGHT OUT		\$37.82	
	FIREWORKS DONATIONS		-\$1,725.00	
	CAPITAL IMPROVEMENTS		\$4,423.51	
	TOTAL		\$42,886.82	
DEVELOPERS ESCROW ACCT	INVESTORS		\$243,395.98	\$243,395.98
LAW ENFORCEMENT ACCOUNT	INVESTORS		\$4,330.27	\$4,330.27
RAILROAD PARKING LOT TRUST	INVESTORS		\$322,275.54	\$322,275.54
TOTAL			<u>\$13,289,521.42</u>	\$13,289,521.42
RESPECTFULLY, <i>Monica Antista</i> TREASURER				1/30/2018

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Police, ADA, Recreation

No report.

DPW, Property Maintenance, Recycling & Sanitation

Councilwoman Buckel reported that the recent hiring of three additional employees for the DPW will permit the department to more efficiently fulfill its responsibility to the residents of Matawan. The DPW is looking in the replacement and installation of new street signs. Lt. Hourihan has been asked to provide a list of traffic signs, with cost estimate, the Police Department determine to be replaced or newly installed.

With regard to Recycling and Sanitation, Councilwoman Buckel reported Grace Rainforth, Recycling Coordinator, has been working on providing an app for recycling, which is currently free to all municipalities. The app can provide residents with direct contact to Ms. Rainforth and the user can upload photos to the app as well as provide schedules and other detailed recycling information. Councilwoman Buckel reported the work on the recycling center is progressing. There has been a lot of positive feedback regarding the Borough recycling calendar distributed to the residents via the US Post Office. Should anyone have recycling questions they should reach out to Ms. Rainforth at Borough Hall.

Planning/Zoning, Fire, Historic Sites

Councilman Cannon announced that the Matawan Fire Department sent an invitation to the 8th Annual St. Patrick's Day Shortest Parade at 6:00 PM on March 16 on Jackson Street. Councilman Cannon made a motion for approval of the street closure and the Parade, seconded by Councilwoman Gunn. Council agreed. Motion passed.

With regard to Historic Sites, Councilman Cannon mentioned the Borough was attempting to secure a lease with the Matawan Historical Society, in conjunction with the Historic Sites Commission, and it should be ready and available by the next Council Meeting.

Economic Business Development, Environmental, Main Street Development

Councilwoman Gunn reported the Environmental Commission is running again stating there are a combination of members with a professional environmental background and passionate about the environment. She said the Commission will be working on doing a town-wide clean-up on April 14th, in coordination with the NYNJ Baykeeper, whose mission is to protect, preserve, and restore the ecological integrity and productivity of the NY-NJ Harbor Estuary. She said the Commission will also be working with the Tree Recovery Campaign on the day of the clean-up. After the clean-up residents can gather at Terhune Park to receive a seedling tree from the donated 100 seedling trees given to the Commission from the Tree Recovery Campaign.

Animal Advisory Board, Shade Tree, Personnel

No report.

Consent Agenda

Mayor Altomonte read by title Resolutions 18-02-39 through and including 18-02-45 requesting a motion to approve en masse. Councilman Reeve made the motion, seconded by Councilwoman Gunn. Council agreed. Motion passed.

**RESOLUTION 18-02-39
REDEMPTION OF TAX SALE CERTIFICATE
PUBLIC TAX INVESTMENTS, LLC
CERTIFICATE #15-00088**

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WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00088 was sold to Public Tax Investments, LLC, 575 Route 70, Second Floor, Brick, NJ 08723; and

WHEREAS, the Certificate has been paid and fully redeemed for the property owner, Block 93, Lot 2, otherwise known as 137 Washington Ave.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$2,210.40, and a Premium of \$600.00, to the above for the redemption of Tax Sale Certificate #15-00088.

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

**RESOLUTION 18-02-40
REDEMPTION OF TAX SALE CERTIFICATE
PUBLIC TAX INVESTMENTS, LLC
CERTIFICATE #15-00104**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00104 was sold to Public Tax Investments, LLC, 575 Route 70, Second Floor, Brick, NJ 08723; and

WHEREAS, the Certificate has been paid and fully redeemed for the property owner, Block 118, Lot 11, otherwise known as 32 Lakeshore Dr.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$2,861.79, and a Premium of \$1,100.00, to the above for the redemption of Tax Sale Certificate #15-00104.

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

**RESOLUTION 18-02-41
REDEMPTION OF TAX SALE CERTIFICATE
EONE GROUP, LLC
CERTIFICATE #17-00042**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #17-00042 was sold to the Eone Group, LLC, 150 Airport Rd., Ste 1220, Lakewood, NJ 08701; and

WHEREAS, the Certificate has been paid and fully redeemed for the property owner, Block 47.02, Lot 19, otherwise known as 1 Ziegler Pl.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$443.30, and a Premium of \$1,900.00, to the above for the redemption of Tax Sale Certificate #17-00042.

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

**RESOLUTION 18-02-42
REDEMPTION OF TAX SALE CERTIFICATE
SUNSHINE ST CERT VI/BANK UNITED
CERTIFICATE #17-00045**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #17-00045 was sold to Sunshine St Cert VI/Bank United, 7900 Miami Lakes Dr. West, Miami Lakes, FL 33016; and

WHEREAS, the Certificate has been paid and fully redeemed for the property owner, Block 47.02, Lot 45.02, otherwise known as 7 Ziegler Pl.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$14,681.46, and a Premium of \$43,800.00, to the above for the redemption of Tax Sale Certificate #17-00045.

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

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**RESOLUTION 18-02-43
AUTHORIZING REFUND OF TAX OVERPAYMENT
10 WILLIAM STREET
BLOCK 122.01, LOT 2**

WHEREAS, the following property has been overpaid for the year 2018 as a result of the reason outlined below; and

WHEREAS, the property owner's mortgage company is due a refund in order to clear the account; and

WHEREAS, the following refund has 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>
122.01/2	Corelogic Attn: Refunds 3001 Hackberry Rd. Irving, TX 75063	\$2,958.95	Homeowner Prepaid Account

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

**RESOLUTION 18-02-44
APPROVAL OF MASSEUSE LICENSE RENEWAL
XIA WEI HONG**

WHEREAS, Xia Wei Hong (Masseuse) has passed the required Police Department background checks; and

WHEREAS, Xia Wei Hong has filed the proper documentation with the Borough Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the following Masseuse License Renewal:

*Business: Xia Wei Hong
Oriental Massage Group, LLC
1008 Route 34, Suite 7
Matawan, New Jersey 07747*

*Applicant: Xia Wei Hong
47-18 Kissena Boulevard
Queens, New York 11355*

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

**RESOLUTION 18-02-45
AUTHORIZING THE ISSUANCE OF
2018 RAILROAD PARKING SUMMER PARKING PASSES**

WHEREAS, there is a need for additional parking for people working during the summer months; and

WHEREAS, there is also a decrease of regular permit holder using the parking lot during this same time period.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan hereby authorizes the issuance of Summer Railroad Parking Permits for the period of May 1, 2018 through August 31, 2018 for a fee of \$225.00.

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, and the Railroad Parking Enforcement Officer.

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New Business

Mayor Altomonte read by title Resolution 18-02-46: Gravelly Brook Park Phase I Improvements – Precise Construction, Inc. – Authorizing Change Order No. 2. Councilman Reeve made the motion, seconded by Councilwoman Gunn. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

Yes: Councilman Nicolas Reeve
Councilwoman Josi Salvatore
Councilwoman Stephanie Buckel
Councilman Brett Cannon
Councilwoman Deana Gunn
Councilman David Vergaretti

Motion passed.

**RESOLUTION 18-02-46
GRAVELLY BROOK PARK PHASE I IMPROVEMENTS
PRECISE CONSTRUCTION, INC.
AUTHORIZING CHANGE ORDER NO. 2**

WHEREAS, T&M Associates has informed the Council that Supplementary Item S-3 for additional electrical work due to JCP&L requirements are added to the Gravelly Brook Park Phase I Improvements, for a total increase this Change Order No. 2 of Thirteen Thousand Two Hundred Ninety-Seven Dollars and No Cents (\$13,297.00); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, based upon the recommendations of Robert Keady, T&M Associates, that they hereby authorize the attached contract modification proposal, Change Order No. 2, for the Gravelly Brook Park Phase I Improvements, a Net Change This Change Order No. 2, in an amount of Thirteen Thousand Two Hundred Ninety-Seven Dollars and No Cents (\$13,297.00).

BE IT FURTHER RESOLVED this amount reflects a total Net Change Increase in Contract of Twenty Thousand Five Hundred Fifty-Seven Dollars and No Cents (\$20,557.00).

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, Finance, Public Works, Clerk as well as the Borough Engineer and Precise Construction, Inc.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Monica Antista, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the C-04-55-905-100 Budget of the Borough of Matawan to Precise Construction, Inc. for the Gravelly Brook Park Phase I Improvements Contract for the Borough of Matawan in an amount not to exceed Thirteen Thousand Two Hundred Ninety-Seven Dollars and No Cents (\$13,297.00).

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: February 20, 2018

Borough of Matawan Public Session February 20, 2018

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

SHEET NO. 1 OF 2
PROJECT NO. MATN-03830

CHANGE ORDER NO. 2

DATE:

PROJECT:

OWNER:

CONTRACTOR:

DESCRIPTION OF CHANGE:

REDUCTIONS:

EXTRA:

SUPPLEMENTARY:

S-3 Additional Electrical Work due to JCP&L Requirements

APPROVAL RECOMMENDED:

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

ACCEPTED:

Kathy Budge
CONTRACTOR:
Precise Construction

OWNER'S APPROVALS:

Joseph Altomonte
Mayor Joseph Altomonte
Borough of Matawan

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$0.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$13,297.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$13,297.00	\$0.00
NET CHANGE THIS CHANGE ORDER	\$13,297.00	\$0.00
PREVIOUS CHANGE ORDERS	\$7,260.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$20,557.00	\$0.00
NET CHANGE IN CONTRACT	\$20,557.00	\$0.00

ORIGINAL CONTRACT BID PRICE	<input type="text" value="\$748,850.00"/>
CHANGE ORDERS TO DATE	<input type="text" value="\$20,557.00"/>
REVISED CONTRACT PRICE	<input type="text" value="\$769,407.00"/>

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CHANGE ORDER NO. 2

SHEET NO. 2 OF 2
PROJECT NO. MATN-03830

PROJECT:
OWNER:
CONTRACTOR:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
R E D U C T I O N				\$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
				\$0.00
				\$0.00
A. TOTAL REDUCTIONS				\$0.00
E X T R A				\$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
				\$0.00
				\$0.00
B. TOTAL EXTRA				\$0.00
S-3	Additional Electrical Work due to JCP&L Requirements	1.00 LS	\$13,297.00	\$13,297.00
S U P P L E M E N T A R Y				\$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
			\$0.00	
C. TOTAL SUPPLEMENTARY				\$13,297.00

Mayor Altomonte read by title Resolution 18-02-47: Authorizing the Execution of a Shared Services Agreement Between the Borough of Matawan and the Western Monmouth Utilities Authority – Force Main Air Release Manhole Replacement Project. Councilman Reeve made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

- Yes:
- Councilman Nicolas Reeve
 - Councilwoman Josi Salvatore
 - Councilwoman Stephanie Buckel
 - Councilman Brett Cannon
 - Councilwoman Deana Gunn
 - Councilman David Vergaretti

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Motion passed.

**RESOLUTION 18-02-47
AUTHORIZING THE EXECUTION OF A
SHARED SERVICES AGREEMENT BETWEEN
THE BOROUGH OF MATAWAN AND
THE WESTERN MONMOUTH UTILITIES AUTHORITY
FORCE MAIN AIR RELEASE MANHOLE REPLACEMENT PROJECT**

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

WHEREAS, the Western Monmouth Utilities Authority, a local contracting unit, has offered to provide shared services to the Borough of Matawan; and

WHEREAS, it is in the best interest of the Borough of Matawan to enter into the proposed Shared Services Agreement with the County of Monmouth.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Matawan that the Mayor and Municipal Clerk be and they are hereby authorized to execute the attached Shared Services Agreement with the Western Monmouth Utilities Authority.

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, Recycling as well as the Western Monmouth Utilities Authority.

SHARED SERVICES AGREEMENT

THIS UNIFORM SHARED SERVICES AND CONSOLIDATION AGREEMENT (the “Agreement”), dated this _____ day of _____, 2018, by and between the WESTERN MONMOUTH UTILITIES AUTHORITY, a public body politic and corporate with principal offices located at 103 Pension Road, Manalapan, New Jersey 07726 (hereinafter, the “Authority”), and the BOROUGH OF MATAWAN, a municipal corporation with principal offices located at 201 Broad Street, Matawan, New Jersey 07747 (hereinafter, the “Borough”) (hereinafter, referred to individually as “Party” and collectively as “Parties”).

RECITALS

WHEREAS, the Authority is a municipal utilities authority created by the governing bodies of the Townships of Manalapan and Marlboro in accordance with the authority granted by the Municipal and County Utilities Authorities Law (“MUA Law”) N.J.S.A. 40:14B-1 et seq., and

WHEREAS, pursuant to and in accordance with the MUA Law the Authority is authorized to provide sewerage services both within and outside the municipal boundaries of the Townships of Manalapan and Marlboro; and

WHEREAS, in accordance with the New Jersey Local Public Contracts Law (“LPC Law”) N.J.S.A. 40A:11-1 et seq., the Authority solicited bids from qualified companies to undertake the Force Main Air Release Manhole Replacement Project (“Manhole Replacement Project”); and

WHEREAS, the Manhole Replacement Project generally consists of the replacement of eight (8) air release manhole assemblies along the Texas Road Pump Station Force Main including manholes, air release valves, temporary bypass, force main replacement, backfill, restoration, appurtenances and all other work in accordance with the contract documents; and

WHEREAS, the Authority received one responsive bid for the Manhole Replacement Project which substantially exceeded the Authority’s pre-bid cost estimate to complete the project; and

WHEREAS, the Authority intends to reject that one bid and re-bid the Manhole Replacement Project; and

WHEREAS, a vital component of the Manhole Replacement Project involves the replacement of a section of the Texas Road Pump Station Force Main that runs adjacent to a portion of the Matawan Recycling Center property which is owned by the Borough (“Force Main Replacement Work”); and

WHEREAS, the Force Main Replacement Work generally consists of the installation of approximately

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170' of 12" PVC DR18 force main including test pits, excavation, backfilling, pavement restoration, testing, tracer wire installation, connections to the existing force main, and abandonment of the existing force main and appurtenances; and

***WHEREAS**, in accordance with the LPC Law, the Borough solicited bids from qualified companies to undertake the restoration of the Matawan Recycling Center property ("Recycling Center Project"); and*

***WHEREAS**, the Recycling Center Project generally consists of milling and asphalt paving, installation of reinforced concrete pads, construction of a concrete bin block wall, traffic stripping and marking, construction of bollards, construction of concrete curbing, and installation of facility control equipment; and*

***WHEREAS**, pursuant to Resolution 17-11-14 the Borough awarded a contract for the Recycling Center Project to the low bidder, Black Rock Enterprises, LLC ("Black Rock"); and*

***WHEREAS**, Black Rock is prepared to commence its work on the Recycling Center Project; and*

***WHEREAS**, the Force Main Replacement Work contemplated by the Authority will require the Authority to, among other things, disrupt a portion of the asphalt paving that Black Rock will have installed at the Matawan Recycling Center property as part of the Recycling Center Project; and*

***WHEREAS**, the Authority and the Borough agree that it would be advantageous to both entities to have Black Rock to complete the Force Main Replacement Work at the Matawan Recycling Center property in advance of completing the asphalt paving required under the Recycling Center Project; and*

***WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., ("Act") provides that any local governmental unit may enter into a contract with any other local governmental unit to provide or receive any service that each local unit is empowered to provide or receive within its own jurisdiction; and*

***WHEREAS**, N.J.S.A. 40A:65-4 Authorizes the parties to enter into a shared service agreement to transfer the Force Main Replacement Work from the Authority to the Borough so that the Borough can ensure completion of the Force Main Replacement Work in advance of completing the asphalt paving required under the Recycling Center Project; and*

***WHEREAS**, the Parties desire to formally designate the Borough with such responsibilities, as set forth in this Agreement; and*

***WHEREAS**, the Borough and the Authority agree that \$98,414.00 shall be paid to the Borough by the Authority for reimbursement of the costs required implement the Force Main Replacement Work; and*

***WHEREAS**, the Authority and the Borough have determined that it is in their best interests to enter into a shared services arrangement for the Force Main Replacement Work in, subject to the terms and conditions established in this Agreement; and*

***WHEREAS**, this Agreement has been duly authorized by appropriate resolutions of the Authority and the Borough;*

***NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the Parties, the Authority and the Borough do hereby agree as follows:*

AGREEMENT

- 1. The term of this Agreement shall be for one (1) year, commencing upon full execution of this Agreement and automatically expiring 365 days thereafter, unless extended upon mutual written agreement of the Parties. In no event, shall the term of this Agreement exceed five (5) years.*
- 2. Within sixty (60) days of full execution of this Agreement, or as otherwise agreed to in writing by the Parties, the Borough shall enter into a contract change order with Black Rock for the Recycling Center Project that requires Black Rock to complete the Force Main Replacement Work, as more fully described in the Scope of Work attached hereto as Exhibit A and made a part hereof (the "Services"). If the Borough fails to enter into said contract change order with Black Rock, then this Agreement and all of the obligations of the Parties as set forth herein shall be rendered null and void.*

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3. *Promptly upon full execution of this Agreement, the Authority shall provide the Borough with all design drawings, specifications, and any other requested documentation required to properly complete the Services.*
4. *Promptly upon completion of the Services, and prior to any payment authorized by paragraph 5., the Borough Engineer shall certify the accuracy of all as-built drawings developed by Black Rock for the Force Main Replacement Work.*
5. *Within sixty (60) days of the Authority's receipt of all certified as-built drawings, or as otherwise extended in writing by the Parties, the Authority shall pay to the Borough the sum of \$98,414.00 for the performance of the Services ("Service Fee"). Unless otherwise agreed to in writing by the Parties, this Service Fee covers all costs for the provision of the Services.*
6. *During the term of this Agreement, if the Borough determines that there is need for an increase in the Service Fee to offset unforeseen or unanticipated fees, expenses, and/or charges, the Borough shall provide the Authority with written notice of said increase, prior to implementing any such increase. The notice shall set forth the amount of the increase in the Service Fee and an explanation of the cause or reason for the increase. The Authority shall have the option to terminate this Agreement in accordance with paragraph 21. of this Agreement. If the Agreement is not terminated by the Authority in accordance with paragraph 21., the increased Service Fee shall be imposed and charged by the Borough on the Authority in accordance with the terms set forth herein.*
7. *The Borough shall be solely responsible for ensuring that that the Services are completed in accordance with any and all applicable laws, rules, regulations and/or best practices.*
8. *This Agreement only transfers responsibility for completing the Services from the Authority to the Borough; nothing in this Agreement is intended to alter, in any way, the Authority's ownership of the sewer improvements installed in connection with the Services.*
9. *Neither the Authority nor the Borough shall be considered in default of this Agreement if delays in, or failure of, performance are due to uncontrollable circumstances (including, but not limited to, an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity), the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. Neither Party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable and that the non-performing Party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable circumstance, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations on this Agreement.*
10. *The failure of either Party to insist upon strict performance of provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such performance, but shall be and remain in full force and effect.*
11. *If any part of this Agreement or application thereof to any person or circumstance shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement which is hereby declared to be severable. Moreover, to the extent necessary, this Agreement shall be reformed in accordance with the intent of this Agreement so as to permit said Agreement to continue to its expiration.*
12. *The Parties shall each maintain insurance in accordance with the requirements of Exhibit B during the entire term of the Agreement to protect the both Parties from any loss or liability with respect to the Services to be provided by the Borough to the Authority under the terms of this Agreement. The Parties shall provide each other with evidence of said insurance coverage and agree that they will each add the other Party as an additional named insured (where applicable) under the policies as their interests may appear. Certificates evidencing such insurance coverage shall be exchanged by the Parties prior to the provision of the Services by the Borough, and the certificates must meet with the approval of both Parties as to amounts, extent of coverage and form, and such approvals shall not be unreasonably withheld.*

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13. *The Authority agrees to indemnify, defend and hold harmless the Borough and its elected and appointed officials, employees, agents, successors and assigns from and against all liabilities, losses, damages and costs (including reasonable attorneys' fees) that it may suffer as the result of any claims, demands, actions, suits or judgments against it, including by a third party, resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the Authority; (b) the failure by the Authority to comply with applicable laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and/or (c) any breach of this Agreement by the Authority.*
14. *The Borough agrees to indemnify, defend and hold harmless the Authority and its Board of Commissioners, employees, agents, successors and assigns from and against all liabilities, losses, damages and costs (including reasonable attorneys' fees) that it may suffer as the result of any claims, demands, actions, suits or judgments against it, including by a third party, resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the Borough in the performance of the Services set forth in this Agreement; (b) the failure by the Borough to comply with applicable laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and/or (c) any breach of this Agreement by the Borough.*
15. *No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either the Authority or the Borough, in his or her individual capacity, and neither the officers, agents or employees of either the Authority or the Borough nor any official executing this Shared Services Agreement shall be personally liable under this Share Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.*
16. *This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the Parties hereto. This Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto.*
17. *The Borough represents and warrants that its contract with Black Rock for the Recycling Center Project was properly bid and entered into in accordance with the requirements of the LPC Law.*
18. *The Borough represents and warrants that the Services set forth in this Agreement are to be provided by Black Rock, which possesses all of the necessary qualifications, experience and/or licenses in good standing to carry out said Services.*
19. *This Agreement shall inure to the benefit of and shall be binding upon the Authority, the Borough and their respective successors and assigns.*
20. *This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.*
21. *This Agreement may be terminated at any time by either Party, with or without cause, by at least thirty (30) days prior written notice to the other Party. Further, either Party reserves the right to terminate the Agreement at any time if payment for the Services is not made or if the Services are not rendered, or the time within which the Services are rendered is unreasonable.*
22. *The Parties to this Agreement shall not assign or transfer any of its rights or obligations under this Agreement without the other Parties' prior written consent.*
23. *Each Party represents that it has the power and authorization to enter into this Agreement as its legal and binding obligation and that there is no pending or threatened litigation by or against it that will or has the potential to cause a material adverse impact on the Party's performance obligations under this Agreement.*
24. *All notices, statements or other documents required by this Agreement shall be hand delivered or mailed via certified mail or overnight delivery to the following designated representatives:*
 - a. *The designated representatives for the Authority are:*

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*Brian J. Valentino, MPA, CEAS, ICMA-CM
Executive Director
Western Monmouth Utilities Authority
103 Pension Road
Manalapan, New Jersey 07726
Bvalentino@wmua.manalapan.nj.us
(732) 446-9300*

and

*Francis J. Borin, Esq
DeCotiis, FitzPatrick, Cole & Giblin, LLP
Glenpointe Centre West
500 Frank W. Burr Boulevard, Suite 31
Teaneck, New Jersey 07666
Fborin@decotiislaw.com
(201) 928-1100*

b. *The designated representatives for the Borough are:*

*Louis Ferrara, Borough Administrator
Borough of Matawan
201 Broad Street
Matawan, New Jersey 07747
Louis.Ferrara@MatawanBorough.com
(732) 566-3898*

and

*Pasquale Menna, Esq.
The Menna Law Firm, LLC
151 Bodman Place, Suite 300
Red Bank, New Jersey 07701
pmenna@mennalaw.com
(732) 383-8445*

25. *In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.*

26. *The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.*

This Agreement shall be effective as of this _____ day of _____, 2018, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the Parties to this Shared Services Agreement.

SIGNATURE PAGE FOLLOWS

ATTEST:

WESTERN MONMOUTH UTILITIES AUTHORITY

Print Name

Brian J. Valentino, Executive Director
Date:

ATTEST

BOROUGH OF MATAWAN

Karen Wynne, RMC

Print Name

Joseph Altomonte, Mayor
Date:

**EXHIBIT A
SCOPE OF SERVICES**

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***EXHIBIT B
INSURANCE REQUIREMENTS***

Mayor Altomonte read by title Resolution 18-02-48: Amending Resolution 18-02-34: Authorizing the Appointment of Full-Time Bookkeeper and Staff Assistant – Cheryl Adamski. Councilman Reeve made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

Yes: Councilman Nicolas Reeve
Councilwoman Josi Salvatore
Councilwoman Stephanie Buckel
Councilman Brett Cannon
Councilwoman Deana Gunn
Councilman David Vergaretti

Motion passed.

***RESOLUTION 18-02-48
AMENDING RESOLUTION 18-02-34
AUTHORIZING THE APPOINTMENT OF
FULL TIME BOOKKEEPER AND STAFF ASSISTANT
CHERYL ADAMSKI***

WHEREAS, the Mayor and Council has been advised that there is a need for a Full-Time Bookkeeper and Staff Assistant within the Borough of Matawan; and

WHEREAS, applications have been received, said applications have been reviewed and applicants were duly screened pursuant to law.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan authorizes the appointment of Cheryl Adamski as Full-Time Bookkeeper and Staff Assistant, effective February 16, 2018, at the Council authorized rate of compensation of Thirty-Three Thousand Dollars and No Cents (\$33,000.00) per annum pending Certification as to Available Funding from the Chief Financial Officer.

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

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 8-01-20-130-100 Budget of the Borough of Matawan to Cheryl Adamski for Full-Time Bookkeeper and Staff Assistant for the Borough of Matawan in an amount not to exceed Thirty-Three Thousand Dollars and No Cents (\$33,000.00) pending Certification as to Available Funding from the Chief Financial Officer.

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: February 20, 2018

Mayor Altomonte read by title Ordinance 18-01: Amending and Supplementing the Code of the Borough of Matawan – Chapter II – Administration – Section 34 – “Redevelopment Commission” to “Economic Development, Business and Redevelopment Commission”. Mayor Altomonte requested a motion to introduce. Councilwoman Gunn made the motion, seconded by Councilwoman Salvatore. Mayor Altomonte requested a roll call. A roll call vote was taken.

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Yes: Councilman Nicolas Reeve
Councilwoman Josi Salvatore
Councilwoman Stephanie Buckel
Councilman Brett Cannon
Councilwoman Deana Gunn
Councilman David Vergaretti

Motion passed.

**ORDINANCE 18-01
AMENDING AND SUPPLEMENTING THE CODE OF THE
BOROUGH OF MATAWAN – CHAPTER II – ADMINISTRATION
SECTION 34 – “REDEVELOPMENT COMMISSION” TO
“ECONOMIC DEVELOPMENT, BUSINESS AND REDEVELOPMENT COMMISSION”**

WHEREAS, the Borough of Matawan established a Redevelopment Commission by Operation of Ordinance Number 97-38 in 1997; and

WHEREAS, after the initial establishment, a number of appointments to the Commission were made, but there have been no appointments made since the year 2003 and no recognizable Commission activity since; and

WHEREAS, there is a need for the Borough of Matawan to comprehensively engage in a review of redevelopment possibilities in the Borough of Matawan and all of its facets and not exclusively related to the train station area; and

WHEREAS, the Borough of Matawan’s Governing Body believes it is essential for the Borough to engage in a comprehensive study involving multiple representatives of the community in the promotion of redevelopment which includes business assistance and also an active municipal commercial life for the Borough of Matawan; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Matawan that:

The Governing Body amends and revises Ordinance 2-34 “Redevelopment Commission”, and renames it the “Economic Development Business and Redevelopment Commission”; and accordingly, revises Chapter 2-34 as follows:

Section 1. *There is established a Commission to be known and designated as the Borough of Matawan Economic Development Business and Redevelopment Commission [EBD]; the members of which shall be appointed by the Mayor and approved by the Council.*

Section 2. Appointment of Members; Terms

a. The Commission shall consist of nine (9) members, one (1) of whom shall be the Mayor or his designee; two (2) shall be member of the Borough Council appointed by the Mayor on the recommendation of the Council; one (1) shall be a member of the Unified Planning Board; three (3) shall be residents of the Borough of Matawan; and two (2) members of the Matawan business community.

b. The terms of the Mayor and the members of the Council shall correspond with their respective official tenures, the terms of the remaining member shall be for three (3) years each, staggered by reason of original appointments. For purposes of appointment, the Governing Body shall specify the initial terms of the members of the Commission initially appointed.

c. The terms of the Council members shall be on an annual basis, with the appointments made by the Mayor on the recommendation of the Council.

d. The members of the Commission shall serve without compensation.

e. The Commission shall elect a Chairman from among its members on an annual basis, which Chairman shall be a member of the Governing body of the Borough of Matawan.

f. The terms of all members of the Commission shall commence on January 1 of the year of appointment.

Section 3. Powers and Duties

The duties of the Commission shall be as follows:

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a. To serve as the liaison between the Borough of Matawan and existing and proposed businesses to improve communications as well as discuss issues of mutual relevance and address any mutual concerns as it concerns the well-being, commercial vitality, business presence, as well as redevelopment issues in the Borough of Matawan.

b. To analyze the several and various business communities in the Borough of Matawan with a view of ascertaining and also enhancing the types of businesses best suited to the economic and commercial improvements of the Borough of Matawan and also to advance and provide for redevelopment opportunities for the individuals and businesses in the Borough of Matawan.

c. To promote and advance economic opportunities, tax incentives for business districts as well as make recommendations concerning commercial uses to be considered as technology advances in the commercial and development arena and for enhancement of the streetscape of the Borough of Matawan.

d. To encourage expansion and enhancement of existing businesses to the best interest of the Borough of Matawan and its residents; and to coordinate the interrelationship of the various business districts.

e. To prepare, develop and distribute any and all types of communications medium to attract and assist in companies and individuals wishing to engage in redevelopment opportunities and locate or enhance existing or new business in the Borough of Matawan.

Section 4. Coordination With Other Agencies

The Commission shall receive from all officials and all authorized boards, departments of the Borough of Matawan, all information that a fully functioning agency of the Borough of Matawan receives as well as notifications of any hearings of any Unified Planning Board Applications or request for zoning changes; inquiries for business opportunities that wish to relocate in the Borough of Matawan that are filed with the Clerk; and, will also receive any such additional assistance as may be required in the performance of its duties. The Commission shall also be given to all public municipal records and information which may assist the Commission and its mandated duties.

Section 5. All Ordinances of the Borough of Matawan that are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of the within Ordinance.

Section 7. The provisions of this Ordinance may be remunerated for the purposes of codifications.

Section 8. This Ordinance shall take effect immediately upon final passage approval and publication as required by law.

The Clerk announced the public hearing will be held at 7:00 PM on March 6, 2018.

Mayor Altomonte read by title Ordinance 18-02: An Ordinance to Fix and Determine the Salaries and Wages of Officers, Management, Supervisory Personnel and General Employees Not Represented by an Organized Bargaining Unit and Employed by the Borough of Matawan, Monmouth County, NJ. Mayor Altomonte requested a motion to introduce. Councilman Reeve made the motion, seconded by Councilwoman Salvatore. Mayor Altomonte requested a roll call. A roll call vote was taken

Yes: Councilman Nicolas Reeve
Councilwoman Josi Salvatore
Councilwoman Stephanie Buckel
Councilman Brett Cannon
Councilwoman Deana Gunn
Councilman David Vergaretti

Motion passed.

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**ORDINANCE 18-02
AN ORDINANCE TO FIX AND DETERMINE THE SALARIES AND WAGES
OF OFFICERS, MANAGEMENT, SUPERVISORY PERSONNEL AND
GENERAL EMPLOYEES NOT REPRESENTED BY AN ORGANIZED
BARGAINING UNIT AND EMPLOYED BY THE
BOROUGH OF MATAWAN, MONMOUTH COUNTY, NJ**

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

Section 1. The annual salaries or compensations of the officers, management, supervisory personnel and general employees of the Borough of Matawan not covered by any organized bargaining unit, effective January 1, 2018, shall be as follows;

<u>DEPARTMENT/TITLE</u>	<u>STATUS</u>	<u>PAYMENT CATEGORY</u>	<u>RANGE FROM</u>	<u>TO</u>
<u>Administration and Executive</u>				
Mayor	Elected	Annual	\$4,000.00	\$6,000.00
Council	Elected	Annual	\$3,000.00	\$5,000.00
Administrator Assistant	Full Time	Annual	\$25,000.00	\$50,000.00
Business Administrator	Full Time	Annual	\$48,000.00	\$150,000.00
Borough Clerk	Full Time	Annual	\$35,000.00	\$60,000.00
Deputy Borough Clerk	Full Time	Annual	\$25,000.00	\$40,000.00
Part Time Hourly Employee Clerical	Part Time	Hourly	\$15.00	\$25.00
Borough Attorney	Part Time	Annual	\$25,000.00	\$50,000.00
Elections Clerk	Full Time	Annual	\$1,000.00	\$4,000.00
Deputy Elections Clerk	Part Time	Annual	\$200.00	\$600.00
Downtown Redevelopment Coordinator	Part Time	Annual	\$10,000.00	\$20,000.00
Systems Coordinator	Part Time	Annual	\$4,000.00	\$10,000.00
Clerical-Starting Salary All Departments	Full-Time	Annual	\$25,000.00	\$35,000.00
Registrar	Part-Time	Annual	\$3,000.00	\$5,000.00
Deputy Registrar	Part-Time	Annual	\$1,000.00	\$2,000.00
<u>Construction, Inspections & Property Maintenance Offices</u>				
Construction Official/ Zoning Officer/Bldg Insp.	Part Time	Annual	\$30,000.00	\$55,000.00
Construction Official/Zoning Officer/Bldg Insp.	Full Time	Annual	\$50,000.00	\$75,000.00
Bldg Sub-Code Official or Building Inspector	Part Time	Hourly	\$28.00	\$50.00
Plumbing Sub-Code Official	Part Time	Annual	\$5,000.00	\$15,000.00
Plumbing Inspector	Part Time	Annual	\$5,000.00	\$15,000.00
Plumbing Sub-Code Official or Plumbing Insp.	Part Time	Annual	\$5,000.00	\$20,000.00
Plumbing Sub-Code Official or Plumbing Insp.	Part Time	Hourly	\$28.00	\$50.00
Electrical Sub-Code Official	Part Time	Annual	\$5,000.00	\$15,000.00
Electrical Inspector	Part Time	Annual	\$5,000.00	\$15,000.00
Electrical Sub-Code Official or Electrical Insp.	Part Time	Hourly	\$28.00	\$50.00
Fire Sub-Code Official	Part Time	Annual	\$5,000.00	\$15,000.00
Fire Inspector	Part Time	Annual	\$5,000.00	\$15,000.00
Fire Sub-Code Official or Fire Inspector	Part Time	Hourly	\$28.00	\$50.00
Technical Assistant	Full Time	Annual	\$25,000.00	\$60,000.00
Clerk/Typist Construction/Zoning/Fire Prev.	Full Time	Annual	\$25,000.00	\$40,000.00
Property Maintenance Officer	Part Time	Annual	\$8,000.00	\$15,000.00
Property Maintenance Officer	Part Time	Hourly	\$5,000.00	\$15,000.00
Assistant Property Maintenance Officer	Part Time	Annual	\$6,000.00	\$10,000.00
Assistant Property Maintenance Officer	Part Time	Hourly	\$28.00	\$50.00
<u>Fire Prevention Bureau</u>				
Fire Prevention Officer/Inspector	Part-Time	Annual	\$10,000.00	\$40,000.00
Fire Prevention Inspector	Part-Time	Annual	\$6,000.00	\$10,000.00
<u>Finance/Tax Offices</u>				
CFO/Treasurer	Full Time	Annual	\$60,000.00	\$110,000.00
CFO	Part Time	Hourly	\$50.00	\$100.00
Tax Assessor	Part Time	Annual	\$10,000.00	\$30,000.00
Revenue Collector/Assessing Clerk	Full Time	Annual	\$25,000.00	\$40,000.00
Tax Collector	Full Time	Annual	\$35,000.00	\$50,000.00
Tax Collector	Part Time	Annual	\$20,000.00	\$40,000.00
Tax Collector	Part Time	Hourly	\$35.00	\$55.00
Deputy Tax Collector	Full Time	Annual	\$25,000.00	\$45,000.00
Supervisor/Payroll, Personnel & Accounting Services	Full Time	Annual	\$35,000.00	\$65,000.00
Bookkeeper/Staff Assistant	Full Time	Annual	\$25,000.00	\$40,000.00
Bookkeeper	Part-time	Hourly	\$15.00	\$30.00

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Municipal Court

<i>Court Administrator</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$35,000.00</i>	<i>\$60,000.00</i>
<i>Deputy Court Administrator</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$25,000.00</i>	<i>\$35,000.00</i>
<i>Deputy Court Administrator</i>	<i>Part Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$30.00</i>
<i>Magistrate</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$12,000.00</i>	<i>\$35,000.00</i>
<i>Prosecutor</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$8,000.00</i>	<i>\$25,000.00</i>
<i>Public Defender</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$4,000.00</i>	<i>\$20,000.00</i>

Public Safety

<i>Chief of Police</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$79,000.00</i>	<i>\$150,000.00</i>
<i>Lieutenant of Police</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$69,000.00</i>	<i>\$140,000.00</i>
<i>Police Matron</i>	<i>Part Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$25.00</i>
<i>School Crossing Guard (based on 10 Months)</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$7,500.00</i>	<i>\$12,000.00</i>
<i>School Crossing Guard</i>	<i>Part Time</i>	<i>Per Post</i>	<i>\$15.00</i>	<i>\$30.00</i>
<i>Substitute School Crossing Guard</i>	<i>Part Time</i>	<i>Per Post</i>	<i>\$23.00</i>	<i>\$30.00</i>
<i>Police Secretary</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$25,000.00</i>	<i>\$45,000.00</i>
<i>Police Records Clerk</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$25,000.00</i>	<i>\$50,000.00</i>
<i>Class Two Specials</i>	<i>Part-Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$30.00</i>
<i>Class One Specials</i>	<i>Part-Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$30.00</i>
<i>Emergency Management Coordinator</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$500.00</i>	<i>\$4,500.00</i>
<i>Emergency Management 1st Deputy Coordinator</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$500.00</i>	<i>\$2,000.00</i>
<i>Emergency Management 2nd Deputy Coordinator</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$500.00</i>	<i>\$2,000.00</i>
<i>Emergency Management Secretary</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$200.00</i>	<i>\$1,000.00</i>
<i>Railroad Parking Enforcement Officer</i>	<i>Part Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$25.00</i>
<i>OEM CERT Coordinator</i>	<i>Part Time</i>	<i>Hourly</i>	<i>\$500.00</i>	<i>\$800.00</i>

Public Works

<i>Superintendent of Public Works</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$60,000.00</i>	<i>\$125,000.00</i>
<i>Recycling Coordinator</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$2,000.00</i>	<i>\$7,000.00</i>

Recreation

<i>Summer Program Director</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$1,700.00</i>	<i>\$6,000.00</i>
<i>Assistant Summer Program Director</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$1,260.00</i>	<i>\$4,500.00</i>
<i>Canoe Renter-1st Year</i>	<i>Seasonal/PT</i>	<i>Hourly</i>	<i>\$8.00</i>	<i>\$20.00</i>
<i>Canoe Renter-2nd Year</i>	<i>Seasonal/PT</i>	<i>Hourly</i>	<i>\$8.50</i>	<i>\$20.00</i>
<i>Director</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$10,000.00</i>	<i>\$20,000.00</i>
<i>Apprentice Summer Counselors</i>	<i>Seasonal/PT</i>	<i>Hourly</i>	<i>\$7.15</i>	<i>\$10.00</i>
<i>Junior Summer Counselors</i>	<i>Seasonal/PT</i>	<i>Hourly</i>	<i>\$7.65</i>	<i>\$12.00</i>
<i>Senior Summer Counselors</i>	<i>Seasonal/PT</i>	<i>Hourly</i>	<i>\$8.15</i>	<i>\$14.00</i>

Sewer

<i>Licensed Waste Water Personnel</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$1,000.00</i>	<i>\$15,000.00</i>
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Water

<i>Licensed Water Plant Operator</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$50,000.00</i>	<i>\$125,000.00</i>
<i>N-1 Licensed Water Personnel</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$1,000.00</i>	<i>\$3,500.00</i>
<i>Water/Sewer Clerk</i>	<i>Part Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$22.00</i>

Boards

<i>Board, Commission and Agency Secretary</i>	<i>Part Time</i>	<i>Per Meeting</i>	<i>\$100.00</i>	<i>\$250.00</i>
<i>Planning/ Zoning Board Attorney</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$5,000.00</i>	<i>\$15,000.00</i>

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

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

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

The Clerk announced the public hearing will be held at 7:00 PM on March 6, 2018.

Mayor Altomonte read by title Resolution 18-02-49: Payment of Bills. Councilman Reeve made the motion, seconded by Councilwoman Salvatore. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

Yes: Councilman Nicolas Reeve

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Councilwoman Josi Salvatore
Councilwoman Stephanie Buckel
Councilman Brett Cannon
Councilwoman Deana Gunn
Councilman David Vergaretti

Motion passed.

**RESOLUTION 18-02-49
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	\$318,914.21
Water & Sewer	\$99,888.15
Borough Capital	\$6,792.55
Borough Trust	\$10,343.82
Dog Tax Trust	\$138.00
Total	\$436,076.73

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

Mayor Altomonte read by title Resolution 18-02-50: Amending Resolution 18-02-33: Authorizing the Promotion of Class Two Special to Police Officer – Matawan Police Department – Thomas J. Dayback. Councilwoman Salvatore made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

Yes: Councilman Nicolas Reeve
Councilwoman Josi Salvatore
Councilwoman Stephanie Buckel
Councilman Brett Cannon
Councilwoman Deana Gunn
Councilman David Vergaretti

Motion passed.

**RESOLUTION 18-02-50
AMENDING RESOLUTION 18-02-33
AUTHORIZING THE PROMOTION OF CLASS TWO SPECIAL TO POLICE OFFICER
MATAWAN POLICE DEPARTMENT
THOMAS J. DAYBACK**

WHEREAS, the Mayor and Council of the Borough of Matawan have been advised that there is a need for an additional Police Officer within the Borough of Matawan's Police Department; and

WHEREAS, Resolution 17-02-60 invoked exemption to Ordinances 9-29.1 through 9-29.3, the selection process for the procedure for hiring by the Matawan Police Department for a Police Officer; and

WHEREAS, Chief of Police Jason Gallo has recommended the promotion of Class Two Special Thomas J. Dayback to Police Officer; and

WHEREAS, Thomas J. Dayback has agreed to pay any tuition fees associated with the Monmouth County or Ocean County Police Academy if the Police Training Commission dictates such training is necessary; and

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WHEREAS, Chief of Police Jason Gallo has recommended that this Officer be hired as Police Officer while attending classes, if any.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan authorizes the promotion of Thomas J. Dayback from Class Two Special to Police Officer at a rate of compensation per annum of Thirty Two Thousand Four Hundred Eight Dollars and Ninety Five Cents (\$32,408.95) effective February 16, 2018, in accordance with the current collective bargaining contract between the Matawan Policeman's Benevolent Association #179 and 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, Payroll, Police as well as Thomas J. Dayback.

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 8-01-25-240-180 Budget of the Borough of Matawan to Thomas J. Dayback from Class Two Special to Police Officer, at a rate of compensation per annum of Thirty Two Thousand Four Hundred Eight Dollars and Ninety Five Cents (\$32,408.95) effective February 16, 2018, in accordance with the current collective bargaining contract between the Matawan Policeman's Benevolent Association #179 and the Borough of Matawan.

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

Chief Financial Officer

(Signature on File)

Monica Antista, CMFO

Dated: February 20, 2018

Privilege of the Floor

Mayor Altomonte opened the Privilege of the Floor.

Loretta Windas, 138 Aberdeen Road, Matawan. Ms. Windas reported the blinking lights at the Aberdeen Road heading east have not been working for several months. Councilwoman Buckel will inform DPW.

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

Adjourn

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

The meeting adjourned at 7:41 PM.

(Signature on File)

Karen Wynne, RMC
Municipal Clerk