

**Borough of Matawan  
Workshop Session  
March 6, 2018**

A workshop 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 March 6, 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 7:06 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 C. Ferrara, Borough Administrator, and Pasquale Menna, Esq., Borough Attorney.

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

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

Mayor Altomonte announced that Ordinance 18-03 was being added to the meeting agenda.

**Approval of Firefighter**

Mayor Altomonte asked for a motion for the approval of Firefighter Christopher Fisler. Councilman Reeve made the motion, seconded by Councilman Cannon. Council agreed. Motion passed.

**Workshop Items**

*Election Polling Location ADA Compliance*

Councilman Cannon informed the Monmouth County Board of Elections recommended that Polling Districts 1 (Washington Fire House), 4 (Freneau), and 5 (Haley Fire House) be relocated due to lack of ADA compliance. After speaking with the Fire Department, it was agreed District 1 will place two handicap parking spots in front of the bay, parking the fire trucks across the street, and District 4 will pave their parking lot. Unfortunately, District 5 must relocate.

Councilman Cannon stated he spoke with the School Superintendent and a few school board members requesting District 5 move to the Ravine Drive Elementary School. He said they are receptive to discuss the move, with the Borough providing additional police officers to provide safety. The next meeting of the Board of Education will be on March 12. An official written request from the Borough will be presented to the Board at that meeting for their discussion. Councilman Reeve asked who will pay for the ADA improvements; Councilman Cannon replied the individual firehouses cover the costs. Councilman Reeve asked for clarification as to who will pay for the cost of the adjustments. Councilman Cannon replied it was still preliminary but that they would all sit down to discuss how the improvements are paid for and how they will be done. Councilman Cannon requested either the Borough Administrator or the Borough Attorney draft the official request to the School Board and Superintendent on behalf of the Borough. Mr. Ferrara said he would work with Ms. Wynne on the draft tomorrow morning.

**Privilege of the Floor – Agenda Items Only**

Mayor Altomonte opened the Privilege of the Floor for Agenda Items Only. There were no comments.

**Borough of Matawan  
Workshop Session  
March 6, 2018**

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 20, 2018 Council Meeting. Councilman Reeve made the motion, seconded by Councilwoman Salvatore. Council agreed. Motion passed.

**Old Business**

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 open the public hearing. Councilman Reeve made the motion, seconded by Councilwoman Salvatore. Council agreed. Motion passed. Mayor Altomonte requested comments. There were no comments. Mayor Altomonte requested a motion to close the public hearing. Councilman Reeve made the motion, seconded by Councilman Cannon. Council agreed. Motion passed. 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”, requesting a motion to adopt. Councilman Reeve made the motion, seconded by Councilwoman Buckel. 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.

**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;

**Borough of Matawan  
Workshop Session  
March 6, 2018**

*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:*

*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.*

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. Council agreed. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Nicolas Reeve

Borough of Matawan  
Workshop Session  
March 6, 2018

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

Motion passed.

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 &amp; 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

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**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>
<i>Clean Communities Coordinator</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$1,000.00</i>	<i>\$5,000.00</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-1<sup>st</sup> 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 20, 2018.

**Consent Agenda**

Mayor Altomonte read by title Resolutions 18-03-02 through and including 18-03-17, requesting a motion to approve en masse. Councilman Reeve made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 18-03-02  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR PC7 FIRSTRUST  
CERTIFICATE #17-00009**

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #17-00009 was sold to US Bank Cust for PC7 Firsttrust, 50 S. 16<sup>th</sup> St., Ste 2050, Philadelphia, PA 19102; and

**WHEREAS**, the Certificate has been paid and fully redeemed for the property owner, Block 13, Lot 2, otherwise known as 29 Johnson Ave.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,294.77, and a Premium of \$1,400.00, to the above for the redemption of Tax Sale Certificate #17-00009.

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

**RESOLUTION 18-03-03  
REDEMPTION OF TAX SALE CERTIFICATE  
FNA DZ, LLC FBO WSFS  
CERTIFICATE #17-00011**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #17-00011 was sold to the FNA DZ, LLC FBO WSFS, 120 N. LaSalle St., Ste 1220, Chicago, IL 60602; and

**WHEREAS**, the Certificate has been paid and fully redeemed for the property owner, Block 18, Lot 4, otherwise known as 66 Johnson Avenue.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$930.38, and a Premium of \$5,100.00, to the above for the redemption of Tax Sale Certificate #17-00011.

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

**RESOLUTION 18-03-04  
REDEMPTION OF TAX SALE CERTIFICATE  
TRYSTONE CAPITAL ASSETS, LLC  
CERTIFICATE #17-00038**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #17-00038 was sold to Trystone Capital Assets, LLC, PO Box 1030, Brick, NJ 08723; and

**WHEREAS**, the Certificate has been paid and fully redeemed for the property owner, Block 45.01, Lot 10, otherwise known as 922 Highway 34.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$851.47, and a Premium of \$800.00, to the above for the redemption of Tax Sale Certificate #17-00038.

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

**RESOLUTION 18-03-05  
REDEMPTION OF TAX SALE CERTIFICATE  
EONE GROUP, LLC  
CERTIFICATE #17-00057**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #17-00057 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 65.03, Lot 4, otherwise known as 35 Ned Dr.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,809.06, and a Premium of \$1,600.00, to the above for the redemption of Tax Sale Certificate #17-00057.

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

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**RESOLUTION 18-03-06  
REDEMPTION OF TAX SALE CERTIFICATE  
TRYSTONE CAPITAL ASSETS, LLC  
CERTIFICATE #17-00069**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #17-00069 was sold to Trystone Capital Assets, LLC, PO Box 1030, Brick, NJ 08723; and*

*WHEREAS, the Certificate has been paid and fully redeemed for the property owner, Block 90, Lot 1, otherwise known as 7 Oakland St.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$615.32, and a Premium of \$1,100.00, to the above for the redemption of Tax Sale Certificate #17-00069.*

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

**RESOLUTION 18-03-07  
AUTHORIZING REFUND OF TAX OVERPAYMENT  
36 EDMERE DRIVE  
BLOCK 47.01, LOT 33**

*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>
47.01/33	Wells Fargo Real Estate Tax Services 1 Home Campus MAC F2302-04D Des Moines, IA 50328	\$3,501.86	Company erroneously Paid Second Quarter 2018

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

**RESOLUTION 18-03-08  
APPROVAL OF SOLICITORS PERMIT  
DAUNTLESS UNLIMITED, INC.**

*WHEREAS, Dauntless Unlimited, Inc., has passed the required Police Department background checks; and*

*WHEREAS, Dauntless Unlimited, Inc., has read Chapter 3-2.11 Handbills of the Borough of Matawan Code.*

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

*Business: Dauntless Unlimited, Inc.  
15 Corporate Place South  
Piscataway, NJ 08854*

*Applicants:*

- |  |   |
|--|---|
| 1. Connor S. Payne<br>613 Prospect Avenue<br>Morrisville, PA 19067 | 2. Raymond LaSala<br>902 Haynes Run<br>Medford, NJ 08055  |
| 3. Ricardo Smikle<br>204 Sandringham Road<br>Cherry Hill, NJ 08003 | 4. Courtney Thomas<br>3364 Foulk Road<br>Garnet, PA 19060 |

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

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**RESOLUTION 18-03-09  
APPROVAL OF TAXI DRIVER LICENSE RENEWAL  
JOSE MAZUL**

*WHEREAS, Jose Mazul, has passed the required Police Department background checks; and*

*WHEREAS, Jose Mazul, 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 taxi driver license renewal:*

*Applicant: Jose Mazul  
305 Hall Avenue, 1<sup>st</sup> Floor  
Perth Amboy, NJ 08861*

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

**RESOLUTION 18-03-10  
APPROVAL OF TAXI DRIVER LICENSE RENEWAL  
JUAN RETANA**

*WHEREAS, Juan Retana, has passed the required Police Department background checks; and*

*WHEREAS, Juan Retana, 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 taxi driver license renewal:*

*Applicant: Juan Retana  
256 Smith Street  
Perth Amboy, NJ 08861*

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

**RESOLUTION 18-03-11  
APPROVAL OF TAXI DRIVER LICENSE RENEWAL  
DAVID RODRIGUEZ**

*WHEREAS, David Rodriguez, has passed the required Police Department background checks; and*

*WHEREAS, David Rodriguez, 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 taxi driver license renewal:*

*Applicant: David Rodriguez  
400 Matawan Avenue  
Cliffwood, NJ 07721*

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

**RESOLUTION 18-03-12  
APPROVAL OF TAXI DRIVER LICENSE RENEWAL  
GALAL SHAFIK SHEHATA**

*WHEREAS, Galal Shafik Shehata, has passed the required Police Department background checks; and*

*WHEREAS, Galal Shafik Shehata, 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 taxi driver license renewal:*

*Applicant: Galal Shafik Shehata  
1250 Route 34, Bldg. 3, Apt. 7  
Matawan, NJ 07747*

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



**Borough of Matawan  
Workshop Session  
March 6, 2018**

**RESOLUTION 18-03-13  
APPROVAL OF TAXI DRIVER LICENSE RENEWAL  
MICHAEL VEITH**

**WHEREAS**, Michael Veith, has passed the required Police Department background checks; and

**WHEREAS**, Michael Veith, 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 taxi driver license renewal:

Applicant: Michael Veith  
33 Aberdeen Road, Apt. 301B  
Aberdeen, NJ 07747

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

**RESOLUTION 18-03-14  
APPROVAL OF TAXI DRIVER LICENSE RENEWAL  
DAVID WROBEL**

**WHEREAS**, David Wrobel, has passed the required Police Department background checks; and

**WHEREAS**, David Wrobel, 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 taxi driver license renewal:

Applicant: David Wrobel  
8 Telegraph Hill Road  
Holmdel, NJ 07733-1431

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

**RESOLUTION 18-03-15  
APPROVAL OF NEW TAXI DRIVER LICENSE  
HECTOR B. BALBUENA**

**WHEREAS**, Hector B. Balbuena, has passed the required Police Department background checks; and

**WHEREAS**, Hector B. Balbuena, has filed the proper documentation with the Borough Clerk's office.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that they hereby approve the following new taxi driver license:

Applicant: Hector B. Balbuena  
864 E. 149<sup>th</sup> Street, Apt. 1G  
Bronx, NY 10455

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

**RESOLUTION 18-03-16  
APPROVAL OF NEW TAXI DRIVER LICENSE  
YESICA D. CAPUNAY ARTEAGA**

**WHEREAS**, Yesica D. Capunay Arteaga, has passed the required Police Department background checks; and

**WHEREAS**, Yesica D. Capunay Arteaga, has filed the proper documentation with the Borough Clerk's office.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that they hereby approve the following new taxi driver license:

Applicant: Yesica D. Capunay Arteaga  
115 10<sup>th</sup> Street  
Hazlet, NJ 07734

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

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**RESOLUTION 18-03-17  
APPROVAL OF TOWING & STORAGE LICENSE RENEWAL  
BILL WRIGHT TOWING & RECOVERY**

***WHEREAS, Bill Wright Towing & Recovery** (towing & storage contractor services) has submitted an application to be added to the Matawan Police Department tow call list; and*

***WHEREAS, on the condition that, Bill Wright Towing & Recovery** (towing & storage contractor services) has certified that the requirements of Chapter 4 of the Code of the Borough of Matawan and all other Statutes have been met and that the independent investigation by the Police Department reveals no nonconformity.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that they hereby approve the following towing & storage license renewal:*

*Business:           Bill Wright Towing & Recovery  
                          395 Clark Street  
                          Keyport, NJ 07735*

*Applicant:         William J. Wright*

***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 Applicant.*

**New Business**

Mayor Altomonte read by title Ordinance 18-03: Bond Ordinance Amending and Supplementing Bond Ordinance No. 17-16 Finally Adopted on October 17, 2017, Providing for the Construction of a Recycling Center by the Borough of Matawan, by Appropriating an Additional \$98,500 Therefor, Increasing the Amount Allocated for Items of Expense Pursuant to NJSA 40A:2-20 and Expanding the Project Description to Include Force Main Replacement Work Pursuant to a Shared Services Agreement with the Western Monmouth Utilities Authority. Mayor Altomonte requested a motion to introduce. Councilman Reeve made the motion, seconded by Councilwoman Salvatore. Council agreed. 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.

**ORDINANCE 18-03  
BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND  
ORDINANCE NO. 17-16 FINALLY ADOPTED ON OCTOBER 17, 2017,  
PROVIDING FOR THE CONSTRUCTION OF A RECYCLING CENTER BY  
THE BOROUGH OF MATAWAN, BY APPROPRIATING AN ADDITIONAL  
\$98,500 THEREFOR, INCREASING THE AMOUNT ALLOCATED FOR ITEMS  
OF EXPENSE PURSUANT TO NJSA 40A:2-20 AND EXPANDING THE  
PROJECT DESCRIPTION TO INCLUDE FORCE MAIN REPLACEMENT  
WORK PURSUANT TO A SHARED SERVICES AGREEMENT WITH THE  
WESTERN MONMOUTH UTILITIES AUTHORITY**

***WHEREAS, on October 17, 2017 the Borough of Matawan, a municipal corporation of the State of New Jersey (the "Borough") finally adopted Bond Ordinance No. 17-16 providing for the construction of a recycling center (the "Recycling Center Project") by the Borough, appropriating \$230,000 therefor and authorizing the issuance of \$219,000 Bonds or Notes of the Borough to finance part of the cost thereof; and***

***WHEREAS, pursuant to Resolution No. 17-11-14 of the Borough adopted on November 21, 2017, the Borough awarded a contract for the Recycling Center Project to Black Rock Enterprises, LLC ("Black Rock") at a cost of \$235,542.50 and Black Rock is now prepared to commence work on the Recycling Center; and***

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**WHEREAS**, pursuant to Resolution No. 17-11-15 of the Borough adopted on November 21, 2017, the Borough also awarded a contract to Maser Consulting (“Maser”) to provide bidding and construction administration professional services in connection with the Recycling Center Project in the amount of \$28,850; and

**WHEREAS**, the Western Monmouth Utilities Authority, a body corporate and politic of the State of New Jersey (the “Authority”) is in the process of undertaking its 2018 Force Main Air Release Manhole Replacement Project (the “Manhole Project”); and

**WHEREAS**, a vital component of the Manhole 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 (the “Property”) owned by the Borough; and

**WHEREAS**, the timing and scope of the force main replacement work contemplated by the Authority with respect to the Property will require, amongst other things, a significant disruption to a portion of the asphalt paving work that Black Rock will have already installed at the Property as part of the Recycling Center Project; and

**WHEREAS**, the Borough and the Authority each agree that it would be advantageous to both entities to have the Borough, via Black Rock, complete the force main replacement work required at the Property in advance of completing the asphalt paving required for the Recycling Center Project; and

**WHEREAS**, the Authority has agreed to fully reimburse the Borough for the cost of the Water Main Project work with respect to the Property; and

**WHEREAS**, Black Rock has submitted a proposed Change Order to the Borough setting forth the scope of work and the expense associated with completing the portion of the Water Main Project required for the Property, and upon review of said Change Order, and after consultation with Maser and the Authority, it has been determined that the total cost to be incurred by the Borough and to be reimbursed to the Borough by the Authority in connection with the Water Main Project is \$98,414; and

**WHEREAS**, the Borough and the Authority have further determined that it is in their mutual best interests to enter into a shared services agreement pursuant to N.J.S.A. 40A:65-1 et seq. (the “Shared Services Agreement”) formally designating the Borough with the responsibility of completing the Water Main Project work for the Property, and formally memorializing the Authority’s obligation to reimburse the Borough for the amount of \$98,414; and

**WHEREAS**, the Shared Services Agreement has been duly authorized by appropriate resolutions of both the Borough and the Authority.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Borough of Matawan (not less than two-thirds of all members thereof affirmatively concurring) as follows:

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by of the Borough as a general improvement. For the improvement or purpose described in Section 3 of this bond ordinance, there is hereby appropriated the sum of \$98,500 (such sum being in addition to the \$230,000 appropriated in Section 1 of Bond Ordinance No. 17-16 of the Borough finally adopted on October 17, 2017 (the “Prior Ordinance”), which is available in the Capital Improvement Fund of the Borough (note: no additional obligations are being authorized herein, therefore no additional down payment other than that which was originally appropriated is required). The additional funds appropriated hereunder shall ultimately be reimbursed to the Borough pursuant to the terms of the Shared Services Agreement described above.

Section 2. Section 3(a) of the Prior Ordinance is hereby amended to read as follows:

“(a) The improvement or purpose hereby authorized for which bonds or notes are to be issued is the construction of a recycling center including, the purchase and installation of a security system, force main replacement work as per the Shared Services Agreement with the Authority, and all work and materials necessary therefor or incidental thereto.”

Section 3. Section 6(c) of the Prior Ordinance is hereby amended to read as follows:

“An aggregate amount not exceeding \$50,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost of the improvement or purpose set forth in Section 3 of this bond ordinance.

Section 4. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith.

Section 5. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**Borough of Matawan  
Workshop Session  
March 6, 2018**

The Clerk announced the Public Hearing will be held at 7:00 PM on March 20, 2018.

Mayor Altomonte read by title Resolution 18-03-18: Authorizing the Transfer of 2000 Ford Expedition Fire Police Vehicle from the Borough of Matawan Volunteer Fire Department to the Borough of Matawan Office of Emergency Management. Mayor Altomonte requested a motion. 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.

**RESOLUTION 18-03-18  
AUTHORIZING THE TRANSFER OF  
2000 FORD EXPEDITION FIRE POLICE VEHICLE FROM THE  
BOROUGH OF MATAWAN VOLUNTEER FIRE DEPARTMENT TO THE BOROUGH OF MATAWAN OFFICE  
OF EMERGENCY MANAGEMENT**

***WHEREAS**, the Chief of the Borough of Matawan Volunteer Fire Department (Fire Department) and the Office of Emergency Management (OEM) Coordinator have advised the Mayor and Council the 2000 Ford Expedition Fire Police Vehicle is no longer needed by the Matawan Fire Prevention Bureau of the Borough of Matawan; and*

***WHEREAS**, the OEM has requested the use of the vehicle for its member(s); and*

***WHEREAS**, the vehicle, a 2000 Ford Expedition, VIN #1FMFU16L6YLB83478, with an approximate value of One Thousand Dollars and No Cents (\$1,000.00), is no longer needed by the Fire Department Fire Police.*

***NOW, THEREFORE, BE IT RESOLVED**, the Council of the Borough of Matawan, acting under the recommendation and opinions of the Business Administrator and the Chief of the Borough of Matawan Volunteer Fire Department, and the request of the Office of Emergency Management Coordinator, hereby authorize the transfer of the a 2000 Ford Expedition, VIN #1FMFU16L6YLB83478 from the Fire Department to the OEM.*

***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, Fire Department and Office of Emergency Management.*

Mayor Altomonte read by title Resolution 18-03-19: Matawan Recycling Facility – Black Rock Enterprises, LLC – Authorizing Change Order No. 1. Mayor Altomonte requested a motion. Councilman Reeve made the motion, seconded by Councilwoman Gunn. 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.

**RESOLUTION 18-03-19  
MATAWAN RECYCLING FACILITY  
BLACK ROCK ENTERPRISES, LLC  
AUTHORIZING CHANGE ORDER NO. 1**

***WHEREAS**, Maser Consulting has informed the Council this Change Order increase is necessary to complete the Force Main Air Release Manhole Replacement Project for the Western Monmouth Utility Authority (WMUA) with the entire cost of the Force Main to be reimbursed by WMUA in accordance with an Interlocal Agreement approved with Borough of Matawan Resolution 18-02-47; and*

**Borough of Matawan  
Workshop Session  
March 6, 2018**

***WHEREAS**, Maser Consulting has informed the Council that Items S-1 through and including S-5 are increased with the Supplementary Specifications to the Matawan Recycling Facility Project, for a total increase this Change Order No. 1 of Seventy-Eight Thousand, Nine Hundred Fourteen Dollars, and No Cents (\$78,914.00).*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, based upon the recommendation of Maser Consulting, that they hereby authorize the attached contract modification proposal, Change Order No. 1, for the Matawan Recycling Facility, a Net Change Increase This Change Order, in an amount of Seventy-Eight Thousand, Nine Hundred Fourteen Dollars, and No Cents (\$78,914.00).*

***BE IT FURTHER RESOLVED** this amount reflects a total Net Change Increase in Contract of Seventy-Eight Thousand, Nine Hundred Fourteen Dollars, and No Cents (\$78,914.00).*

***BE IT FURTHER RESOLVED** the entire cost of the his amount reflects a total Net Change Increase in Contract of Seventy-Eight Thousand, Nine Hundred Fourteen Dollars, and No Cents (\$78,914.00).*

***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, Recycling as well as Maser Consulting and 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 of this certification funds are available from the 8-01-20-165-200 Budget of the Borough of Matawan to Black Rock Enterprises, LLC for the Borough of Matawan in an amount not to exceed Seventy-Eight Thousand, Nine Hundred Fourteen Dollars, and No Cents (\$78,914.00).*

*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: March 6, 2018

**Borough of Matawan  
Workshop Session  
March 6, 2018**



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

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

February 27, 2018

**VIA EMAIL & UPS**

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

Re: Change Order No. 1  
Matawan Recycling Center  
Borough of Matawan, Monmouth County, NJ  
MC Project No. 14001580G

Dear Mr. Ferrara:


Attached, please find Change Order No. 1. This Change Order includes items S-1 through S-5, which are necessary to complete the forcemain replacement for the Western Monmouth Utility Authority (WMUA). Maser Consulting has reviewed the Contractor's proposal (attached) for this work and finds it to be acceptable.

The forcemain replacement will be an additional \$78,914.00 to the project, which brings the adjusted contract amount to \$314,456.50. However, the entire cost of the forcemain will be reimbursed by the WMUA in accordance with the attached interlocal agreement.

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.

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

JAP/JRR/dm  
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.

R:\General\Projects\2014\140015801\Correspondence\OUT\180227\_jap\_Borough\_Chg Order No 1.docx



Customer Loyalty through Client Satisfaction

Borough of Matawan  
Workshop Session  
March 6, 2018

CHANGE ORDER NUMBER - 1Sheet 1 of 1

Project	Matawan Recycling Center
Municipality	Borough of Matawan
County	Monmouth County
Contractor	Black Rock Enterprises, LLC

In accordance with the project Supplementary Specification, the following are changes in the contract.

Location and Reason for Change (Attach additional sheets if required) -


The following Supplemental Items:

S-1: Excavation Test Pits	12 C.Y. @ \$150.00/cy
S-2: DGA for Pipe Trench	100 C.Y. @ \$45.00/cy
S-3: Roadway Trench Repair	114 S.Y. @ \$1.00/sy
S-4: 12" PVC DR18 with Associated Elements	170 L.F. @ \$250.00/lf
S-5: Furnish & Install Inline Connection Dresser Coupling Friction Clamps	2/Each @ \$15,000.00/ea


Supplemental Items -		Quantity (+/-)	Unit Price	Amount
Item No.	Description			
S-1	Excavation Test Pits	12 C.Y.	\$ 150.00	\$ 1,800.00
S-2	DGA for Pipe Trench	100 C.Y.	\$ 45.00	\$ 4,500.00
S-3	Roadway Trench Repair	114 S.Y.	\$ 1.00	\$ 114.00
S-4	12" PVC DR18 w/Associated Elements	170 L.F.	\$ 250.00	\$ 42,500.00
S-5	Inline Connection Dresser Coupling Friction Clamps	2 Each	\$ 15,000.00	\$ 30,000.00
Total Supplemental:				\$ 78,914.00

Amount of Original Contract	\$ 235,542.50	Extra	\$ 0.00
Change Order No. 1 Amount	\$ 78,914.00	Supplemental	\$ 78,914.00
Adjusted Amount Based on Change Order No. 1.	\$ 314,456.50	Reduction	\$ 0.00
		Total Change	\$ 78,914.00

% Change in Contract 33.50%  
[(+) Increase or (-) Decrease]

  
Maser Consulting P.A.  
(Engineer)

2/27/18  
(Date)

Approved:   
Black Rock Enterprises, LLC  
(Contractor)

2/27/18  
(Date)

Borough of Matawan  
(Presiding Officer)

(Date)

Mayor Altomonte read by title Resolution 18-03-20: Authorizing Consent Agreement between Verizon Wireless and the Borough of Matawan for Use of Utility Poles Within the Public Right-of-Way. Mayor Altomonte requested a motion. 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.

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**RESOLUTION 18-03-20**

**AUTHORIZING CONSENT AGREEMENT BETWEEN VERIZON WIRELESS AND THE BOROUGH OF  
MATAWAN FOR USE OF UTILITY POLES WITHIN THE PUBLIC RIGHT-OF-WAY**

**WHEREAS**, New York SMSA Limited Partnership d/b/a Verizon Wireless, (“Verizon Wireless”), is a provider of commercial mobile service subject to regulation by the Federal Communications Commission; and

**WHEREAS**, Verizon Wireless has entered into agreements with parties that have the lawful right to maintain poles in the public right-of-way pursuant to which Verizon Wireless may use such poles erected within the public right-of-way in the Borough of Matawan; and

**WHEREAS**, New Jersey law permits such use provided that there is the consent of the relevant municipality.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, County of Monmouth, State of New Jersey that:

1. *Permission and authority are hereby granted to Verizon Wireless and its successors and assigns, to use poles currently erected by parties that have the lawful right to maintain poles within the public right-of-way in the Borough of Matawan, subject to the following:*
  - a. *Verizon Wireless, and its successors and assigns, shall adhere to all applicable Federal, State, and Local laws regarding safety requirements related to the use of the public right-of-way.*
  - b. *Verizon Wireless, and its successors and assigns, shall comply with all applicable Federal, State, and Local laws requiring permits prior to beginning construction, and shall obtain any applicable permits that may be required by the Borough of Matawan, prior to any modification of the poles.*
  - c. *Such permission be and is hereby given upon the condition and provision that Verizon Wireless, and its successors and assigns, shall indemnify, defend and hold harmless the Borough of Matawan, its officers, agents, and servants, from any claim of liability or loss or bodily injury or property damage resulting from or arising out of the acts or omissions of Verizon Wireless or its agents in connection with the use and occupancy poles located within the public right-of-way, except to the extent resulting from the acts or omissions of the Borough of Matawan. A copy of the Hold Harmless Agreement shall be in a form acceptable to the Borough Attorney and shall be provided to the Borough Clerk prior to the commencement of any work.*
  - d. *Verizon Wireless shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Verizon Wireless shall include the Borough of Matawan as an additional insured. A copy of the Certificate of Insurance shall be filed with the Borough Clerk prior to the commencement of any work.*
  - e. *Verizon Wireless shall be responsible for the repair of any damage to paving, existing utility lines, or any surface or subsurface installations, arising from its construction, installation or maintenance of its facilities.*
  - f. *Notwithstanding any provision contained herein, neither the Borough of Matawan nor Verizon Wireless shall not be liable to the other for consequential, incidental, exemplary, or punitive damages on account of any activity pursuant to this instrument.*
  - g. *This instrument shall be adopted on behalf of the Borough of Matawan by the Borough Council of the Borough of Matawan and attested to by the Borough of Matawan Clerk who shall affix the Borough of Matawan Seal thereto.*
  - h. *The permission and authority hereby granted shall continue for the same period of time as the grant to parties whose poles Verizon Wireless is using.*
  - i. *Verizon shall pay the Borough of Matawan a review fee of \$750.00 within twenty (20) days of adoption of the Resolution and prior to the commencement of work.*
  - j. *A notification of commencement of work shall be filed with the Borough Clerk forty-eight (48) hours prior to the commencement of construction, so that the Clerk can attest to the conditions of approval having been addressed.*

**STATEMENT**

*This resolution authorizes Verizon Wireless to use poles erected within the public right-of-way of the Borough of Matawan by parties that have the lawful right to maintain such poles.*



**Borough of Matawan  
Workshop Session  
March 6, 2018**

***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 Municipal Wireless Telecommunications Consultant and New York SMSA Limited Partnership d/b/a Verizon Wireless.*

Mr. Menna reminded the Clerk there is a check-off list for the review fee which must be paid prior to the issuance of final permits.

Mayor Altomonte read by title Resolution 18-03-21: Authorizing T&M Associates to Provide Professional Services for Gravelly Brook Park Phase II Improvements. Mayor Altomonte requested a motion. 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.

**RESOLUTION 18-03-21  
AUTHORIZING T&M ASSOCIATES TO PROVIDE PROFESSIONAL SERVICES FOR  
GRAVELLY BROOK PARK PHASE II IMPROVEMENTS**

***WHEREAS**, the Borough of Matawan received a Monmouth County Municipal Open Space Grant in the amount of \$100,000.00 for the Phase II Improvements at Gravelly Brook Park with the remainder of the funds to be supplied by the Borough; and*

***WHEREAS**, the Mayor and Council of the Borough of Matawan received the attached scope and fee estimate from T&M Associates for professional services associated with the design and permitting for the Phase II Improvements at Gravelly Brook Park for the total estimated amount of project fees of \$45,160.00; and*

***NOW, THEREFORE BE IT RESOLVED** that the Council of the Borough of Matawan does hereby award the contract for professional services to T&M Associates as outlined in the attached scope and fee estimate for the design and permitting for Phase II Improvements at Gravelly Brook Park in an amount not to exceed Forty-Five Thousand One Hundred Sixty Dollars and No Cents (\$45,160.00).*

***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 as well as Robert R. Keady, Jr. of T&M Associates, Borough Engineer.*

**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-04-55-905-102 Budget of the Borough of Matawan to T&M Associates for the design and permitting for Phase II Improvements at Gravelly Brook Park for the Borough of Matawan in an amount not to exceed Forty-Five Thousand One Hundred Sixty Dollars and No Cents (\$45,160.00).*

*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: March 6, 2018

**Borough of Matawan  
Workshop Session  
March 6, 2018**



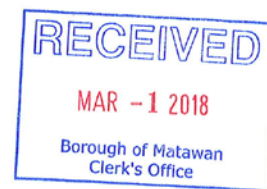
YOUR GOALS. OUR MISSION.

MATNOH-16002

February 28, 2018

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

**Re: Gravelly Brook Park Phase II Improvements  
Scope and Fee Estimate  
Borough of Matawan**



Dear Mr. Ferrara:

T&M Associates is pleased to submit this Scope and Fee Estimate for Professional Services associated with the design and permitting for the Phase II Improvements at Gravelly Brook Park.

We understand that the Borough has received a Monmouth County Municipal Open Space Grant in the amount of \$100,000 for the Phase II improvements and that the remainder of the funds will be supplied by the Borough. The estimated construction cost for Phase II of the Gravelly Brook Park Improvements is approximately \$235,000.

**Scope of Improvements**

It is our understanding that the scope of improvements includes the following:

1. Construction of a new 60' wide by 104' long asphalt basketball court with white striping, color-coated surface, concrete standards, goals, nets and perimeter flush concrete curb.
2. Construction of a new 40' wide by 45' long playground area with rubberized safety surface, tot lot equipment, sub-base drainage and a flush concrete curb perimeter.
3. Construction of associated accessible asphalt walkways between the basketball court, playground and Phase I improvements.

**Scope of Design Phase Services**

In order to achieve the Borough's objectives, we propose the following scope of services:

1. We will conduct an initial kick-off meeting with the Borough to review the scope of the improvements and the project schedule. It is the intent of this meeting to discuss the improvements as well as the preferences toward materials and amenities.
2. We will complete a topographic survey of the project area and as-built of the Phase I field. The survey will be completed in NAD83/NAVD 88 datum and two benchmarks will be established for use during the construction of the project.

**Borough of Matawan  
Workshop Session  
March 6, 2018**



MATNOH-16002  
February 28, 2018  
Page 2

**Le:** Mr. Louis Ferrara

**Re:** Gravelly Brook Park Phase II Improvements  
Scope and Fee Estimate  
Borough of Matawan

Mapping will depict the surface features including curbing, sidewalk, trees, fences, drainage facilities, utility structures and existing surface treatments.

Utility information for sanitary sewer, water, gas, electric and telephone will be taken from record documents supplied by the utility companies. Field survey location is limited to visible evidence from the surface. A boundary survey is not included as part of this proposal, but right-of-way lines and property lines will be approximated from tax maps.

A base map of the project site will be prepared at an appropriate scale from the survey data collected.

3. We will layout the proposed facilities on the base map and prepare a preliminary construction cost estimate. The plan and estimate will be reviewed with the Borough.
4. We will make recommendations concerning the selection of the playground equipment and materials, as well as, color-coating of the basketball court. We will request approval of these items prior to finalizing the design.
5. It is the intent of our design to maintain the existing storm water drainage patterns on the site. A series of underdrains will be placed under the playground and tied into the Phase I storm sewer system to provide drainage relief.

The project limits of disturbance will be less than 1.0 acre and will be considered a minor project under the municipal storm water rules. Water quality is not anticipated to be affected since no increase in impervious surface exposed to vehicular traffic is proposed.

6. We will prepare the final design plans that will consist of the following:
  - a. Title sheet with key map;
  - b. Standard Legend and General Notes Sheet;
  - c. Existing Conditions Plan Sheet;
  - d. Construction and Layout Plan Sheet;
  - e. Grading and Drainage Plan Sheet;
  - f. Construction Details Sheets; and
  - g. Soil Erosion and Sediment Control Plans.
7. We will be available for meetings throughout the design process, and have anticipated two project review meetings.
8. Quantities will be estimated by item, and a final construction cost estimate will be provided.

**Borough of Matawan  
Workshop Session  
March 6, 2018**



MATNOH-16002  
February 28, 2018  
Page 3

**Le:** Mr. Louis Ferrara

**Re:** Gravelly Brook Park Phase II Improvements  
Scope and Fee Estimate  
Borough of Matawan

9. Specifications will be prepared in book form, in T&M format with T&M standard terms and conditions.
10. An application for soil erosion and sediment control certification will be prepared and submitted by T&M Associates to the Freehold Soil Conservation District on behalf of the Borough. The application package will include application forms executed by the Borough, plans, specifications and the application fee which is estimated to be \$1,560.00. In addition to the soil erosion and sediment control certification, an RFA permit will be applied for and obtained from the NJDEP. The application fee for the RFA permit is estimated to be \$450.00. Application fees will be the responsibility of the Borough and have not been included in our fee.
11. Upon completion of the "draft" final design documents, the engineer's construction cost estimate will be updated based on current unit prices.
12. Once the plans and specifications are complete, we will submit a set of plans to NJDEP Green Acres Program for review and approval prior to advertising for bids. The plans will be accompanied by the completed Pre-Construction Engineering Certification.
13. We will present the project to the Borough requesting approval and authorization to advertise the project for bids. We will print and distribute the contract documents to prospective contractors. The cost of printing will be offset by the purchase price of the plans and specifications.
14. During the bid process, we will answer questions that arise and prepare and distribute any contract addenda required for the project.
15. We will assist the Borough with the bid review process including an evaluation of the contractors' bid submissions. As part of this effort, we will prepare a bid tabulation sheet comparing the various bids received, review the credentials of the low bidder, and prepare a recommendation for award.

**Scope of Construction Administration and Inspection Services**

We will provide a part-time Project Manager (PM) and a part-time Inspector with additional support services from our office staff, as required by the PM, for the inspection portion of the contract. In addition to supporting the PM, the inspector will be responsible to observe and document the construction effort to determine that the materials were manufactured and the work installed in general conformance with the contract documents and approved submittals. The following is a description of the services we will provide and the anticipated performance period for these services.

**Borough of Matawan  
Workshop Session  
March 6, 2018**



MATNOH-16002  
February 28, 2018  
Page 4

**Le:** Mr. Louis Ferrara  
**Re:** Gravelly Brook Park Phase II Improvements  
Scope and Fee Estimate  
Borough of Matawan

The PM will perform the following tasks:

1. Assist the Borough with the preparation and distribution of the construction contract package for execution; provide engineering review of the contract, insurance certification, performance and payment bond and subcontractor registration certificate.
2. Conduct a pre-construction conference among the project's participants, inviting the contractor, Borough officials, utility representatives, police and our construction team, and produce minutes of the meeting.
3. Coordinate and review initial project submittals including baseline project schedule, insurance certificates, emergency call lists, etc. The pre-construction phase is assumed to last less than one month.
4. Review and coordinate submittals received from the contractor including contractor's schedules, shop drawings, product data and samples and material certifications of conformance for general compliance with Contract Documents.
5. Conduct periodic job meetings, as determined by the PM, with representatives of the contractor, subcontractor, and utility companies, as necessary, to review progress, performance and to address any questions or problems that may have arisen. Borough representatives or other officials, as determined by the PM, will be invited to attend these meetings. Minutes of these meetings will be generated and distributed.
6. Perform quality assurance audits of the project file, determining that contemporaneous documentation, such as inspection reports, quantity log books, material submittals and certifications, material testing records, labor interview forms, manpower status reports, is being generated and complete.
7. After review and input from the Inspector, prepare monthly estimates of payment to the Contractor.
8. Review and issue written recommendation to the Borough following receipt of a written claim or dispute from Contractor.
9. Receive a punch list from Inspector and administer the monitoring of its completion.
10. Prepare final closeout documents, including Final Payment Certificate and Change Order, and other closeout documents.

**Borough of Matawan  
Workshop Session  
March 6, 2018**



MATNOH-16002  
February 28, 2018  
Page 5

**Le: Mr. Louis Ferrara**

**Re: Gravelly Brook Park Phase II Improvements  
Scope and Fee Estimate  
Borough of Matawan**

The following tasks will be accomplished by our inspector during the construction phase of the project:

1. Provide part time construction observation services for the duration of the base construction contract. We do not anticipate, or have budgeted for, a stop and go, less than full time effort by the contractor. We anticipate a total of 20 days of fully engaged on-site construction effort. In addition, we anticipate a part-time, two-week effort after substantial completion for project closeout.
2. Perform on-site observation of work to determine general conformance to the contract plans and specifications.
3. Determine that certificates of conformance are submitted for those materials used on site that require such.
4. Prepare job reports indicating weather, equipment, personnel, work accomplished on the project and other relevant matters such as issues discussed and direction given. Reports will be furnished to the Borough upon request.
5. Respond to contract document interpretation requests and other requests for information from the Contractor and assist in resolution of questions and/or disputes.
6. Review Contractor's monthly estimates of work performed and invoices submitted for payment. Measure pay items of work for the Contractor's monthly estimates. Provide payment input to the Project Manager.
7. Support the Project Manager with review and input following receipt of a written claim or dispute from Contractor.
8. Prepare initial punch list and monitor corrective action work and also monitor any required corrective action cited.
9. Finalize as-built quantities with the Contractor.
10. Review Contractor's as-built documents and provide to copy to the Borough.

If the contractor does not reach substantial completion of the work by the agreed upon contract completion time, and our budget for contract administration and inspection services prior to substantial completion is fully expended, we will ask the Borough to enforce Article F12.03 of the contract allowing the Borough to deduct payment to the contractor in order to pay for continued engineering services or we will request a change order from the Borough for the additional effort.

**Borough of Matawan  
Workshop Session  
March 6, 2018**



MATNOH-16002  
February 28, 2018  
Page 6

**Le:** Mr. Louis Ferrara  
**Re:** Gravelly Brook Park Phase II Improvements  
Scope and Fee Estimate  
Borough of Matawan

**Project Schedule and Fee**

We are prepared to commence the services outlined above upon your written authorization and suggest an estimated fee of \$45,160 excluding permit fees to be billed monthly utilizing the current billing rate schedule. Following are the estimated "soft cost" requirements for the project:

Survey, Design and Bidding Services	\$21,900
Construction Administration and Inspection Services	\$21,250
Total Design and Construction Administration Fees	\$43,150
Estimated Permit Fees	\$ 2,010
Total Estimate Project Fees	\$45,160

Engineering fees will be billed monthly based on percent complete.

On behalf of T&M Associates, I would like to thank you and the Governing Body for the opportunity to submit this scope of services and fee estimate. We look forward to our continued successful work with you and members of your staff.

Very truly yours,

T&M ASSOCIATES

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

RRK:RG:lkc

cc: Mayor and Council  
Karen Wynne, Borough Clerk  
Monica Antista, Borough CFO

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Mayor Altomonte read by title Resolution 18-03-22: Authorizing Execution of 2017 Employment Agreement between the Borough of Matawan and Police Lieutenant Jeremiah E. Hourihan, III. Mayor Altomonte requested a motion. Councilwoman Salvatore made the motion, seconded by Councilwoman Buckel. 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.

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**RESOLUTION 18-03-22  
AUTHORIZING EXECUTION OF  
2017 EMPLOYMENT AGREEMENT BETWEEN THE  
BOROUGH OF MATAWAN AND POLICE LIEUTENANT JEREMIAH E. HOURIHAN, III**

*WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Lieutenant Jeremiah E. Hourihan, III respecting the 2017 calendar year of employment; and*

*WHEREAS, after negotiation, the Borough of Matawan and Lieutenant Hourihan have reached a satisfactory Employment Agreement for the 2017 calendar year.*

*NOW, THEREFORE, BE IT RESOLVED* the Council of the Borough of Matawan hereby authorizes the Borough of Matawan enter into the attached Employment Agreement with Jeremiah E. Hourihan, III for the 2017 calendar year.

*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, Payroll as well as Jeremiah E. Hourihan, III.

**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 7-01-25-240-100 Police Department Budget (Salary & Wages) of 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: March 6, 2018*

**AGREEMENT  
Between  
JEREMIAH E. HOURIHAN, III  
And  
THE BOROUGH OF MATAWAN**

*This Agreement is entered into this \_\_\_\_\_ day of March, 2018 for the period of October 1, 2017 through December 31, 2017 is made and entered into by and between the Borough of Matawan, a Municipal Corporation of the State of New Jersey, hereinafter referred to as “Employer”, and Jeremiah E. Hourihan, III, Lieutenant of Police, Borough of Matawan Police Department, Monmouth County, New Jersey, hereinafter referred to as “Lieutenant” or “employee”.*

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

*It is further understood that due to the variable schedule of employees of the Matawan Police Department all days should be converted to hours for purposes of computing vacation, sick and personal time (i.e. 1 day = 8 hours; example 240 hours is 30 days for employee on 8-hour shift and 20 days for employees on 12-hour shift);*

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

- 1. This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth. The employee is also subject to any and all Borough ordinances, policy and procedures, rules and regulations of the Borough of Matawan and any applicable state statutes.*
- 2. Base Salary \$128,871.30 per annum (excluding college incentive, command staff differential and longevity).*
- 3. Holiday Schedule. The Borough agrees to guarantee the following paid holidays:*



**Borough of Matawan  
Workshop Session  
March 6, 2018**

<i>New Year’s Day</i>	<i>Labor Day</i>
<i>Lincoln’s Birthday</i>	<i>Columbus Day</i>
<i>Washington’s Birthday</i>	<i>Veteran’s Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Christmas Day</i>
<i>Independence Day</i>	<i>Martin Luther King Day</i>

- 4. *College Incentive – The Borough of Matawan agrees that you shall receive a yearly college incentive payment (AS Degree) in the amount of \$500.00 added to your base salary prior to any longevity payment.*
- 5. *Longevity – The Lieutenant shall be entitled to longevity payments in accordance with the following schedule:*
  - 10% of base salary commencing in the 20<sup>th</sup> year of service.*
  - 12.5% of base salary commencing in the 24<sup>th</sup> year of service.*
- 6. *The Lieutenant shall be entitled to a clothing and maintenance allowance of \$1,000. It shall be the responsibility of the Lieutenant to maintain all uniforms of the Department as prescribed by Department order. All new uniform requirements will be supplied by the Borough of Matawan. Any changes or additions to said uniform requirements shall be issued by the Borough without cost to the employee. The cleaning (dry or wet) and alterations of said uniforms prescribed by the Police Department shall be assumed by the Borough of Matawan.*
- 7. *The Lieutenant shall be entitled to four (4) personal days per year. Notice of intention to exercise the personal days shall be given to the Chief of Police in advance of their use; unused personal time may not be carried over into a subsequent year.*

**Funeral Leave**

*In the event of a death in his immediate family, a Borough employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three consecutive, regular scheduled workdays.*

*The employee’s immediate family shall be defined as: Spouse, child, stepchild, mother, father, stepmother, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse’s grandmother, spouse’s grandfather, son-in-law, daughter-in-law, and grandchildren.*

**Vacation**

*Vacation shall be in keeping with the following schedule:*

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

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

**Separation from Service: Vacation Pay**

*If the Lieutenant is laid off, resigns, or is otherwise separated from the service of the Borough but not as a result of misconduct, he shall receive vacation pay for all of his accrued vacation until the date of his separation from employment with the Borough. The amount of payment for all unused vacation shall be calculated based upon the employee’s regular straight time hourly rate of pay in effect for the employee’s regular job, on the last workday of the employee’s employment.*

**Insurance**

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

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

**Medical Insurance**

*The Borough shall maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs during the course of employment for hospital insurance, including death benefits, for Jeremiah E. Hourihan, III and his dependents and spouse in keeping with the provision of insurance coverage currently in effect at the*

**Borough of Matawan  
Workshop Session  
March 6, 2018**

*signing of this Agreement. For the term of this Agreement, the Borough agrees to continue to provide the above benefit upon retirement with 25 years or more years of service. Upon retirement, if the employee has Medicare entitlement, the employee is required to enroll in Medicare and the Borough coverage shall be deemed secondary.*

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

**Non-Duplication of Benefits**

*All parties agree to coordinate benefits in situations where a spouse has coverage. It is employee's expressed responsibility to provide employer with spouse insurance information, including but not limited to, spouse's current employer, a copy of spouse's insurance policies, declaration pages, premium amounts and proof of premium payment.*

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

**Optical Plan**

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

**Sick Leave/Injury**

*Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate. The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at a rate of five (5) hours per pay period. Except for job-related injuries, no employee will accrue sick time while on sick or injury leave.*

*Sick Leave Utilization Requirements. The employee with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:*

- 1. Personal Illness or Disability – Any employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under enforced quarantine in accordance with community health regulation, or restricted due to exposure to a contagious disease in accordance with a doctor's order. Employee shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury leave benefits.*
- 2. Family Illness Disability – Employee shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not here exists a hardship shall be made by the Chief of Police after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.*

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

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

**Vacation and Personal Leave**

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

**Sick Leave Pay**

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

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**Duty Injury Leave**

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

**Sick Leave Notification**

*It is the responsibility of the employee requesting sick leave to notify the Chief of Police in writing.*

*Employee requesting paid sick leave shall notify or cause notification to be made to the Chief of Police in writing. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to the Chief of Police.*

*In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, the Chief of Police shall consider and handle the employee's absence without pay, unless the employee can later substantiate with documentation that it was impossible to make or cause such notification. The decision is to be made by the Chief of Police. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Chief of Police.*

**Sick Leave Certification and Approval**

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

**Sick Leave Release**

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

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

**Extended Leave**

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

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

**Separation from Services**

*Employee shall be paid for one-half (1/2) of their total accrued sick leave upon their retirement, including disability retirement, upon their resignation following ten (10) or more consecutive years of service in the Borough; or to their beneficiaries in case of death to a maximum of \$12,000. The amount of payment shall be calculated based upon the employee's prevailing hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.*

**Continuation of Benefits Not Covered by this Agreement**

*All employment conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to either Borough Ordinance or Rule and regulation of the Police Department and any past or present benefits which other Command Officers enjoy but that have not been specifically included in this Agreement shall be continued.*

***NOW, THEREFORE, BE IT RESOLVED*** the Council of the Borough of Matawan hereby authorizes the Borough of Matawan enter into the attached Employment Agreement with Thomas J. Falco, Jr. for the 2018 calendar year.

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**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, Payroll as well as Thomas J. Falco, Jr.

**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 8-01-25-240-100 Police Department Budget (Salary & Wages) of 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: March 6, 2018

**AGREEMENT**

**Between**

**THOMAS J. FALCO, JR.**

**And**

**THE BOROUGH OF MATAWAN**

This Agreement is made and entered into this \_\_\_\_ day of March, 2018, is inclusive the entire 2018 calendar year, January 1, 2018 through December 31, 2018, by and between the Borough of Matawan, a Municipal Corporation of the State of New Jersey, hereinafter referred to as “Employer”, and Thomas J. Falco, Jr., Lieutenant of Police, Borough of Matawan Police Department, Monmouth County, New Jersey, hereinafter referred to as “Lieutenant” or “employee”.

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

It is further understood that due to the variable schedule of employees of the Matawan Police Department all days should be converted to hours for purposes of computer vacation, sick and personal time (i.e. 1 day = 8 hours; example 240 hours is 30 days for employee on 8-hour shift and 20 days for employees on 12-hour shift);

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

1. This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth. The employee is also subject to any and all Borough ordinances, policy and procedures, rules and regulations of the Borough of Matawan and any applicable state statutes.
2. Base Salary \$132,737.43 per annum (excluding college incentive, command staff differential and longevity).
3. Holiday Schedule. The Borough agrees to guarantee the following paid holidays:

New Year’s Day	Labor Day
Lincoln’s Birthday	Columbus Day
Washington’s Birthday	Veteran’s Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day
4. College Incentive – The Borough of Matawan agrees that you shall receive a yearly college incentive payment (AS Degree) in the amount of \$500.00 added to your base salary prior to any longevity payment.
5. Command Staff Differential – The Borough of Matawan agrees that you shall receive an additional \$1,000.00 added to your base salary (prior to longevity) for this calendar year as compensation for your 24-hour on-call status as a Command Officer.
6. Longevity – The Lieutenant shall be entitled to longevity payments in accordance with the following schedule:

**Borough of Matawan  
Workshop Session  
March 6, 2018**

*7.5% of base salary commencing in the 15<sup>th</sup> year of service.  
10% of base salary commencing in the 20<sup>th</sup> year of service.  
12.5% of base salary commencing in the 24<sup>th</sup> year of service.*

- 7. The Lieutenant shall be entitled to a clothing and maintenance allowance of \$1,000. It shall be the responsibility of the Lieutenant to maintain all uniforms of the Department as prescribed by Department order. All new uniform requirements will be supplied by the Borough of Matawan. Any changes or additions to said uniform requirements shall be issued by the Borough without cost to the employee. The cleaning (dry or wet) and alterations of said uniforms prescribed by the Police Department shall be assumed by the Borough of Matawan.*
- 8. The Lieutenant shall be entitled to 48 hours of personal time per year. Notice of intention to exercise the personal days shall be given to the Chief of Police in advance of their use; unused personal time may not be carried over into a subsequent year.*

**Tuition Credit**

*The Borough shall provide a yearly tuition payment for each college credit hour within the specific field of Criminal Justice, Emergency Management, Public Administration or a similar field while a member of the Matawan Police Department. The reimbursement rate shall be at the Rutgers College Credit rate for that year. The yearly college tuition payments shall not exceed twelve (12) credit hours per year.*

**Funeral Leave**

*In the event of a death in his immediate family, a Borough employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three consecutive, regular scheduled workdays.*

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

**Vacation**

*Vacation shall be in keeping with the following schedule:*

<i>Years of Service: 15-21 years</i>	<i>Vacation: 224 hours</i>
<i>Years of Service: 22 years and over</i>	<i>Vacation: 280 hours</i>

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

**Separation from Service: Vacation Pay**

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

**Insurance**

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

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

**Medical Insurance**

*The Borough shall maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs during the course of employment for hospital insurance, including death benefits, for Thomas J. Falco, Jr. and his dependents and spouse in keeping with the provision of insurance coverage currently in effect at the signing of this Agreement. For the term of this Agreement, the Borough agrees to continue to provide the above benefit upon retirement with 25 years or more years of service. Upon retirement, if the employee has Medicare entitlement, the employee is required to enroll in Medicare and the Borough coverage shall be deemed secondary. If in the unlikely*

**Borough of Matawan  
Workshop Session  
March 6, 2018**

*event, the employee does not meet the qualifications for Medicare, the Borough shall assume the cost of Medicare to continue medical benefits upon retirement (as previous Police Department employees have received).*

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

**Non-Duplication of Benefits**

*All parties agree to coordinate benefits in situations where a spouse has coverage. It is employee's expressed responsibility to provide employer with spouse insurance information, including but not limited to, spouse's current employer, a copy of spouse's insurance policies, declaration pages, premium amounts and proof of premium payment.*

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

**Optical Plan**

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

**Sick Leave/Injury**

**Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate.** *The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at a rate of five (5) hours per pay period. Except for job-related injuries, no employee will accrue sick time while on sick or injury leave.*

**Sick Leave Utilization Requirements.** *The employee with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:*

1. *Personal Illness or Disability – Any employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under enforced quarantine in accordance with community health regulation, or restricted due to exposure to a contagious disease in accordance with a doctor's order. Employee shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury leave benefits.*
2. *Family Illness Disability – Employee shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not here exists a hardship shall be made by the Chief of Police after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.*

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

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

**Vacation and Personal Leave**

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

**Sick Leave Pay**

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

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**Duty Injury Leave**

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

**Sick Leave Notification**

*It is the responsibility of the employee requesting sick leave to notify the Chief of Police in writing.*

*Employee requesting paid sick leave shall notify or cause notification to be made to the Chief of Police in writing. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to the Chief of Police.*

*In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, the Chief of Police shall consider and handle the employee's absence without pay, unless the employee can later substantiate with documentation that it was impossible to make or cause such notification. The decision is to be made by the Chief of Police. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Chief of Police.*

**Sick Leave Certification and Approval**

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

**Sick Leave Release**

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

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

**Extended Leave**

*After using 240 hours of sick leave, if the employee remains injured, ill or disabled from any cause not connected with his service as an employee so as to become physically unfit for work, shall be entitled to a leave of absence with pay, provided that said leave of absence is authorized by resolution of the Borough Council and in accordance with the following schedule:*

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

**Separation from Services**

*Employee shall be paid for one-half (1/2) of their total accrued sick leave upon their retirement, including disability retirement, upon their resignation following ten (10) or more consecutive years of service in the Borough; or to their beneficiaries in case of death to a maximum of \$12,000. The amount of payment shall be calculated based upon the employee's prevailing hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.*

**Continuation of Benefits Not Covered by this Agreement**

*All employment conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to either Borough Ordinance or Rule and regulation of the Police Department and any past or present benefits which other Command Officers enjoy but that have not been specifically included in this Agreement shall be continued.*



***NOW, THEREFORE, BE IT RESOLVED*** the Council of the Borough of Matawan hereby authorizes the Borough of Matawan enter into the attached Employment Agreement with Jeremiah E. Hourihan, III for the 2018 calendar year.

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**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, Payroll as well as Jeremiah E. Hourihan, III.

**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 8-01-25-240-100 Police Department Budget (Salary & Wages) of 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: March 6, 2018

**AGREEMENT**

**Between**

**JEREMIAH E. HOURIHAN, III**

**And**

**THE BOROUGH OF MATAWAN**

This Agreement is made and entered into this \_\_\_\_ day of March, 2018, is inclusive the entire 2018 calendar year, January 1, 2018 through December 31, 2018, by and between the Borough of Matawan, a Municipal Corporation of the State of New Jersey, hereinafter referred to as “Employer”, and Thomas J. Falco, Jr., Lieutenant of Police, Borough of Matawan Police Department, Monmouth County, New Jersey, hereinafter referred to as “Lieutenant” or “employee”.

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

It is further understood that due to the variable schedule of employees of the Matawan Police Department all days should be converted to hours for purposes of computer vacation, sick and personal time (i.e. 1 day = 8 hours; example 240 hours is 30 days for employee on 8-hour shift and 20 days for employees on 12-hour shift);

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

1. This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth. The employee is also subject to any and all Borough ordinances, policy and procedures, rules and regulations of the Borough of Matawan and any applicable state statutes.
2. Base Salary \$132,737.43 per annum (excluding college incentive, command staff differential and longevity).
3. Holiday Schedule. The Borough agrees to guarantee the following paid holidays:

New Year’s Day	Labor Day
Lincoln’s Birthday	Columbus Day
Washington’s Birthday	Veteran’s Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day
4. College Incentive – The Borough of Matawan agrees that you shall receive a yearly college incentive payment (AS Degree) in the amount of \$500.00 added to your base salary prior to any longevity payment.
5. Command Staff Differential – The Borough of Matawan agrees that you shall receive an additional \$1,000.00 added to your base salary (prior to longevity) for this calendar year as compensation for your 24-hour on-call status as a Command Officer.
6. Longevity – The Lieutenant shall be entitled to longevity payments in accordance with the following schedule:

**Borough of Matawan  
Workshop Session  
March 6, 2018**

*7.5% of base salary commencing in the 15<sup>th</sup> year of service.  
10% of base salary commencing in the 20<sup>th</sup> year of service.  
12.5% of base salary commencing in the 24<sup>th</sup> year of service.*

- 7. The Lieutenant shall be entitled to a clothing and maintenance allowance of \$1,000. It shall be the responsibility of the Lieutenant to maintain all uniforms of the Department as prescribed by Department order. All new uniform requirements will be supplied by the Borough of Matawan. Any changes or additions to said uniform requirements shall be issued by the Borough without cost to the employee. The cleaning (dry or wet) and alterations of said uniforms prescribed by the Police Department shall be assumed by the Borough of Matawan.*
- 8. The Lieutenant shall be entitled to 48 hours of personal time per year. Notice of intention to exercise the personal days shall be given to the Chief of Police in advance of their use; unused personal time may not be carried over into a subsequent year.*

**Tuition Credit**

*The Borough shall provide a yearly tuition payment for each college credit hour within the specific field of Criminal Justice, Emergency Management, Public Administration or a similar field while a member of the Matawan Police Department. The reimbursement rate shall be at the Rutgers College Credit rate for that year. The yearly college tuition payments shall not exceed twelve (12) credit hours per year.*

**Funeral Leave**

*In the event of a death in his immediate family, a Borough employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three consecutive, regular scheduled workdays.*

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

**Vacation**

*Vacation shall be in keeping with the following schedule:*

<i>Years of Service: 15-21 years</i>	<i>Vacation: 224 hours</i>
<i>Years of Service: 22 years and over</i>	<i>Vacation: 280 hours</i>

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

**Separation from Service: Vacation Pay**

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

**Insurance**

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

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

**Medical Insurance**

*The Borough shall maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs during the course of employment for hospital insurance, including death benefits, for Jeremiah E. Hourihan, III and his dependents and spouse in keeping with the provision of insurance coverage currently in effect at the signing of this Agreement. For the term of this Agreement, the Borough agrees to continue to provide the above benefit upon retirement with 25 years or more years of service. Upon retirement, if the employee has Medicare entitlement, the employee is required to enroll in Medicare and the Borough coverage shall be deemed secondary. If in the unlikely*

**Borough of Matawan  
Workshop Session  
March 6, 2018**

*event, the employee does not meet the qualifications for Medicare, the Borough shall assume the cost of Medicare to continue medical benefits upon retirement (as previous Police Department employees have received).*

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

**Non-Duplication of Benefits**

*All parties agree to coordinate benefits in situations where a spouse has coverage. It is employee's expressed responsibility to provide employer with spouse insurance information, including but not limited to, spouse's current employer, a copy of spouse's insurance policies, declaration pages, premium amounts and proof of premium payment.*

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

**Optical Plan**

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

**Sick Leave/Injury**

**Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate.** *The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at a rate of five (5) hours per pay period. Except for job-related injuries, no employee will accrue sick time while on sick or injury leave.*

**Sick Leave Utilization Requirements.** *The employee with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:*

1. *Personal Illness or Disability – Any employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under enforced quarantine in accordance with community health regulation, or restricted due to exposure to a contagious disease in accordance with a doctor's order. Employee shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury leave benefits.*
2. *Family Illness Disability – Employee shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not here exists a hardship shall be made by the Chief of Police after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.*

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

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

**Vacation and Personal Leave**

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

**Sick Leave Pay**

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

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**Duty Injury Leave**

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

**Sick Leave Notification**

*It is the responsibility of the employee requesting sick leave to notify the Chief of Police in writing.*

*Employee requesting paid sick leave shall notify or cause notification to be made to the Chief of Police in writing. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to the Chief of Police.*

*In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, the Chief of Police shall consider and handle the employee's absence without pay, unless the employee can later substantiate with documentation that it was impossible to make or cause such notification. The decision is to be made by the Chief of Police. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Chief of Police.*

**Sick Leave Certification and Approval**

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

**Sick Leave Release**

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

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

**Extended Leave**

*After using 240 hours of sick leave, if the employee remains injured, ill or disabled from any cause not connected with his service as an employee so as to become physically unfit for work, shall be entitled to a leave of absence with pay, provided that said leave of absence is authorized by resolution of the Borough Council and in accordance with the following schedule:*

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

**Separation from Services**

*Employee shall be paid for one-half (1/2) of their total accrued sick leave upon their retirement, including disability retirement, upon their resignation following ten (10) or more consecutive years of service in the Borough; or to their beneficiaries in case of death to a maximum of \$12,000. The amount of payment shall be calculated based upon the employee's prevailing hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.*

**Continuation of Benefits Not Covered by this Agreement**

*All employment conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to either Borough Ordinance or Rule and regulation of the Police Department and any past or present benefits which other Command Officers enjoy but that have not been specifically included in this Agreement shall be continued.*

***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, Recycling as well as Grace Rainforth.

**Borough of Matawan  
Workshop Session  
March 6, 2018**

**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 G-02-41-770-301 Budget of the Borough of Matawan to Grace Rainforth as Certified Clean Communities Coordinator for the Borough of Matawan effective March 16, 2018 at a rate of compensation of Five Thousand Dollars and No Cents (\$5,000.00) per annum.*

*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: March 6, 2018*

Mayor Altomonte read by title Resolution 18-03-26: Authorizing the Transfer of Unexpended Balances in Certain 2017 Appropriation Reserve Accounts. Mayor Altomonte requested a motion. 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.

**RESOLUTION 18-03-26  
AUTHORIZING THE TRANSFER OF UNEXPENDED BALANCES IN CERTAIN  
2017 APPROPRIATION RESERVE ACCOUNTS**

**WHEREAS**, NJSA 40A:4-59 provides for the transfers within certain appropriations within the Municipal Budget during the first three months of the following year: and

**WHEREAS**, there are unexpended balances in certain 2017 appropriation reserve accounts; and

**WHEREAS**, additional funds are required in certain other 2017 appropriation reserve accounts.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the following transfers are authorized from and to the following accounts:

<i>Transfer From Account Number</i>	<i>Amount Of Transfer</i>	<i>Transfer To Account Number</i>	<i>Amount Of Transfer</i>
7-01-31-430-200	\$3,500.00	7-01-28-370-200	\$3,500.00
Utilities		Recreation	
Other Expenses		Other Expenses	
7-01-31-430-200	\$1,000.00	7-01-27-330-200	\$1,000.00
Utilities		Board of Health	
Other Expenses		Other Expenses	

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

Mayor Altomonte read by title Resolution 18-03-27: Emergency Temporary Appropriation. Mayor Altomonte requested a motion. Councilman Reeve made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a roll call. A roll call vote was taken.

**Borough of Matawan  
Workshop Session  
March 6, 2018**

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

Motion passed.

**RESOLUTION 18-03-27  
EMERGENCY TEMPORARY APPROPRIATION**

***WHEREAS**, emergent conditions have arisen with respect to the payment of bills in a number of accounts and no adequate provision has been made in a 2018 temporary budget for the aforesaid purposes; and*

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

***WHEREAS**, the total emergency temporary resolutions adopted in the year 2018 pursuant to the provisions of Chapter 96, PL 1951 (NJSA 40A:4-20) including this resolution total \$6,794,324.85.*

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

- 1. An emergency temporary appropriation be and the same is hereby made for the purposes stipulated in the attached list.*
- 2. That said emergency temporary appropriations will be provided for in the 2018 budget under the appropriate titles.*
- 3. That one certified copy of this resolution be filed with the Director of Local Government Services.*

**2018 Temporary Budget-for March 6, 2018 Meeting**

	Salary & Wages	Other Expenses
MAYOR & COUNCIL		
MUNI CLERK	7,200.00	1,000.00
GENERAL ADMIN	10,000.00	3,500.00
AUDIT		
FINANCE ADMIN		2,500.00
TAX ASSES ADMIN		
TAX COLLECTOR	6,200.00	2,000.00
LEGAL SERVICES		
ENGINEERING		
BLDG & GROUNDS	5,000.00	5,000.00
PLAN/ZONING BD	1,500.00	
SHADE TREE COMM	200.00	
ENVIRON HEALTH		500.00
SOLID WASTE COLL	500.00	100,000.00
INSURANCE-GROUP HEALTH		250,000.00
INSURANCE-LIABILITY		
INSURANCE-WORKERS COMP		
FIRE		
FIRE-AID TO DEPARTMENT		
FIRE PREVENTION	8,700.00	
POLICE	200,000.00	
STREETS & ROADS	50,000.00	10,000.00
STREET LIGHTING		25,000.00
BD OF HEALTH	400.00	
RECREATION	2,100.00	
HISTORICAL SITES		



**Borough of Matawan  
Workshop Session  
March 6, 2018**

VOL 1ST AID SQUAD			
OEM			
PROP MAINT	1,400.00		
RR PARKING	6,000.00		
DOWNTOWN REDEV			
UTILITIES		75,000.00	
VEHICLE MAINT			
CONSTR OFFICIAL	7,000.00		
ACCUM SICK LEAVE			
OASI/SOCIAL SECURITY		16,000.00	
PERS		171,600.00	
PFRS		635,101.00	
CONTINGENT			
MUNICIPAL COURT			
PUBLIC DEFENDER			
FREE PUBLIC LIBRARY			
EMERGENCY 911			
GREEN TRUST LOAN			
INTEREST ON BONDS			
INTEREST ON NOTES			
PAYMENT OF BANS			
MCIA LEASE INTEREST			
SUBTOTAL	306,200.00	1,297,201.00	
TOTAL TEMPORARY EMERGENCY APPROPRIATIONS		1,603,401.00	4,644,468.90
WATER SEWER UTILITY			
OPERATING	25,000.00	300,000.00	
BULK WATER PURCHASE/ACQUISITION OF WATER		100,000.00	
BAYSHORE REGIONAL SEWERAGE AUTHORITY		300,000.00	
PAYMENT ON BOND PRINCIPAL			
PERS		43,000.00	
BANS			
INTEREST ON BONDS			
INTEREST ON NOTES			
WATER-SEWER REHAB LOAN			
WASTEWATER LOAN			
SOCIAL SECURITY		2,000.00	
SUBTOTAL	25,000.00	745,000.00	
TOTAL WATER SEWER UTILITY TEMPORARY EMERGENCY APPROPRIATIONS		770,000.00	2,149,855.95

***BE IT FURTHER RESOLVED,** that the amount required by Statue for the payment of 2018 County, and Local School District Taxes, which are not included in this temporary budget, shall be paid as and when due.*

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance as well as Director of Local Government Services.*

Mayor Altomonte read by title Resolution 18-03-28: Payment of Bills. Mayor Altomonte requested a motion. Councilman Reeve made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a roll call. A roll call vote was taken.

**Borough of Matawan  
Workshop Session  
March 6, 2018**

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

Motion passed.

**RESOLUTION 18-03-28  
PAYMENT OF BILLS**

***BE IT RESOLVED** by the Mayor and Council of the Borough of Matawan, New Jersey. That the following numbered vouchers be paid to the persons therein respectively and hereinafter named, for the amounts set opposite their respective names, and endorsed and approved on said vouchers and that warrants be issued therefore, directed to the Borough Collector signed by the Mayor and attested by the Borough Clerk as required by law.*

Current	\$1,790,812.93
Water & Sewer	\$184,187.01
Borough Capital	\$395.00
Grant	\$95.00
Borough Trust	\$95,708.71
Recreation Trust	\$1,493.25
<b>Total</b>	<b>\$2,072,691.90</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.*

Mr. Menna informed in light of the issue the half-hour allocated for the Executive Session as advertised at 6:30 PM has proven not enough time for the Council to complete its discussion(s) continuing past the scheduled 7:00 PM Public Session which may cause some inconvenience to the public, he asked Council if they wish to amend the current meeting schedule to have the Executive Session, if needed, be scheduled after the regular Council Meeting, and change the currently advertised time. Councilwoman Gunn stated she was in favor of having the Executive Sessions moved to after the Council Meetings. Councilman Cannon agreed.

Mayor Altomonte read by title Resolution 18-03-29: Amending Resolution 18-01-06 – 2018 Regular Council Meetings. Mayor Altomonte requested a motion. 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

No: Councilman David Vergaretti

Motion passed.

**RESOLUTION 18-03-29  
AMENDING  
RESOLUTION 18-01-06  
2018 REGULAR COUNCIL MEETINGS**

***WHEREAS**, the Open Public Meeting Law PL 1975c231 requires that advanced public notice of the Council meeting be announced at the Annual Meeting.*

***NOW, THEREFORE, BE IT RESOLVED** that the following meetings shall be named and held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey:*

**Borough of Matawan  
Workshop Session  
March 6, 2018**

January	1 <sup>st</sup> (Noon, Sunday)	16 <sup>th</sup>
February	6 <sup>th</sup>	20 <sup>th</sup>
March	6 <sup>th</sup>	20 <sup>th</sup>
April	3 <sup>rd</sup>	17 <sup>th</sup>
May	1 <sup>st</sup>	15 <sup>th</sup>
June	6 <sup>th</sup> (Wednesday)	19 <sup>th</sup>
July	3 <sup>rd</sup>	17 <sup>th</sup>
August	8 <sup>th</sup> (Wednesday)	21 <sup>st</sup>
September	4 <sup>th</sup>	18 <sup>th</sup>
October	2 <sup>nd</sup>	16 <sup>th</sup>
November	7 <sup>th</sup> (Wednesday)	20 <sup>th</sup>
December	4 <sup>th</sup>	18 <sup>th</sup>

*The first meeting of each month will be a Workshop meeting, followed by a Regular Council meeting. The Workshop meeting will begin at 7:00 PM.*

*The second meeting of each month will be a Regular Council meeting and will begin at 7:00 PM.*

*All Executive Session meetings, if necessary, will be held at the conclusion of the Public Meetings, as publicly announced, and, if needed, following the Public Meeting.*

**BE IT FURTHER RESOLVED** *that the Asbury Park Press and the Independent be named as the official newspapers to whom all notices of meetings shall be sent.*

**BE IT FURTHER RESOLVED** *that a true certified copy of this Resolution shall be forwarded to all Borough of Matawan Departments Heads as well as the Borough Attorney and Borough Engineer.*

**Privilege of the Floor**

Mayor Altomonte opened the Privilege of the Floor.

There were no comments.

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

**Recess to Executive Session**

Mayor Altomonte requested a motion to recess to Executive Session. Councilman Reeve made the motion, seconded by Councilwoman Gunn. Mr. Menna announced the purpose of the Council retiring into Executive Session is to discuss ongoing property matters involving the Borough of Matawan. He noted no official action will be taken. Council agreed. Motion passed.

Meeting recessed at 7:26 PM.

**Reconvene the Public Session**

Mayor Altomonte requested a motion to reconvene the Public Session. Councilwoman Salvatore made the motion, seconded by Councilwoman Gunn. Council agreed. The meeting reconvened at 8:45 PM. Mayor Altomonte requested a roll call. On roll call the following members responded present:

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

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

**Borough of Matawan  
Workshop Session  
March 6, 2018**

Mayor Altomonte announced no formal action was taken in Executive Session and asked for any public comment.

There were no comments.

Mayor Altomonte requested a motion to adjourn. Councilman Vergaretti made the motion, seconded by Councilwoman Salvatore. Council agreed. The Public Session adjourned at 8:46 PM.

(Signature on File)

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Karen Wynne, RMC  
Municipal Clerk