

**Borough of Matawan  
Workshop Session  
April 2, 2019**

A regular meeting of the Council of the Borough of Matawan, New Jersey, was held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey on April 2, 2019, 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 Asbury Park Press on January 8, 2019, by sending notice to The Independent, 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 7:05 PM, requesting a roll call.

On roll call the following members responded present:

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

Absent:            Councilman Brett Cannon

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

Mayor Altomonte asked everyone to stand for a Moment of Silence requesting the assembled keep Charlie Bernath and family, and Benedict J. Smith, Jr. and family in their thoughts

**Reconvene and Adjourn the March 19, 2019 Council Meeting**

Mayor Altomonte requested a motion to reconvene the March 19, 2019 public session meeting. Councilwoman Salvatore made a motion, seconded by Councilwoman Buckel. Council agreed. Motion passed.

Mayor Altomonte requested a motion to adjourn the March 19, 2019 meeting. Councilwoman Gunn made the motion, seconded by Councilman Reeve. Council agreed. Motion passed.

Mayor Altomonte requested a roll call for the April 2, 2019 Council Meeting.

On roll call the following members responded present:

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

Absent:            Councilman Brett Cannon

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

Mayor Altomonte announced the Police Department Oath of Office is postponed.

**Proclamation**

Mayor Altomonte proclaimed April 2019 Child Abuse Prevention & Awareness Month and offered public inspection with the Clerk.

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**Workshop Item(s)**

*General Business Licensing*

Mr. Menna related a meeting with himself, the Clerk, Louis Ferrara, John Quinn, Construction Official, Kenneth Marr, Property Maintenance Officer, and the Borough Planner to review the business licensing requirements in the Code Book. Discussion focused on the distinction between certain licenses for businesses such as massage parlors, doctors, accountants, attorneys, and therapists, as all are also licensed by the State. Mayor Altomonte opened the floor for public comment. There were no comments. Councilwoman Gunn will present the proposed changes to the Economic Business Development Commission.

*In-Ground Swimming Pool Escrow Fees*

The Clerk explained the in-ground swimming pool application process citing the current deposit amount of \$750.00 at times falls short of actual billing of the engineering review. Council directed the Clerk to review other municipalities' process and fees. Mayor Altomonte opened the floor for public comment. There were no comments.

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

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

Mike Vaccarella, 15 High Street, Matawan. Mr. Vaccarella asked the record to reflect his attendance at tonight's meeting.

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

**Approval of Minutes**

Mayor Altomonte requested a motion to approve the minutes of the March 19, 2019 Council Meeting. Councilwoman Salvatore made a motion, seconded by Councilwoman Buckel. Council agreed. Motion passed.

**Consent Agenda**

Mayor Altomonte read by title Resolutions 19-04-01 through and including 19-04-05, requesting a motion to approve en masse. Councilwoman Gunn made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 19-04-01  
REDEMPTION OF TAX SALE CERTIFICATE  
THE APPROVED REALTY GROUP, LLC  
CERTIFICATE #15-00090**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #15-00090 was sold to The Approved Realty Group, LLC, PO Box 869, Lakewood, NJ 08701; and

**WHEREAS**, the Certificate has been paid and fully redeemed for the property owner, Block 96, Lot 1.03, otherwise known as Matawan Avenue.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$4,250.53 for the redemption of Tax Sale Certificate #15-00090.

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

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**RESOLUTION 19-04-02  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR PC7 FIRST TRUST  
CERTIFICATE #18-00028**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #18-00028 was sold to US Bank Cust for PC7 First Trust, 50 S. 16<sup>th</sup> St., Suite 2050, Philadelphia, PA 19102; and*

*WHEREAS, the Certificate has been paid and fully redeemed for the property owner, Block 47.02, Lot 50, otherwise known as 41 Danemar Drive.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$3,020.69, and a Premium of \$100.00, for the redemption of Tax Sale Certificate #18-00028.*

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

**RESOLUTION 19-04-03  
REDEMPTION OF TAX SALE CERTIFICATE  
TRYSTONE CAPITAL ASSETS, LLC  
CERTIFICATE #18-00050**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #18-00050 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 85, Lot 3, otherwise known as 356 Forrest Avenue.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$10,480.03, and a Premium of \$7,200.00, to the above for the redemption of Tax Sale Certificate #18-00050.*

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

**RESOLUTION 19-04-04  
FIXING RECREATION FEES AND USES  
SUMMER RECREATION PROGRAM  
TOWN-WIDE YARD SALE**

*BE IT RESOLVED, by the Council of the Borough of Matawan, based on the recommendation of the Recreation Commission that the fees of the following shall be fixed for the year 2019 and future years.*

<b><u>Summer Recreation Program</u></b>	
Matawan Residents	\$225.00 first child \$200.00 each additional sibling
Non-Matawan Residents	\$275.00 first child \$225.00 each additional sibling
Counselor in Training Program Entering 8 <sup>th</sup> Grade or Older (Matawan Residents Only)	\$200.00 per child
<b><u>Town-Wide Yard Sale</u></b>	\$5.00

*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 Recreation.*

**RESOLUTION 19-04-05  
SUPPORTING THE  
2019 U DRIVE. U TEXT. U PAY.  
DISTRACTED DRIVING CRACKDOWN  
APRIL 1 - 21, 2019**

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***WHEREAS**, distracted driving is a serious, life-threatening practice that is preventable; and*

***WHEREAS**, distracted driving can result in injuries and deaths to all road users (motorists, pedestrians and bicyclists); and*

***WHEREAS**, distracted driving occurs when drivers divert their attention away from the task of driving to focus on another activity instead; and*

***WHEREAS**, in 2015 alone distracted driving-related crashes resulted in 3,477 deaths and 391,000 injuries on our nation's roads; and*

***WHEREAS**, in New Jersey distracted driving was listed as a contributing circumstance in nearly 750,000 crashes between 2011-2015; and*

***WHEREAS**, the State of New Jersey will participate in the nationwide Distracted Driving 2019 Crackdown from April 1 - 21, 2019 in an effort to raise awareness and decrease driver distraction through a combination of enforcement and education; and*

***WHEREAS**, the national slogan for the campaign is U Drive. U Text. U Pay; and*

***WHEREAS**, a reduction in distracted driving in New Jersey will save lives on our roadways;*

***NOW, THEREFORE, BE IT RESOLVED**, that the Borough of Matawan declares its support for the Distracted Driving 2019 Crackdown both locally and nationally from April 1 - 21, 2019 and pledges to increase awareness of the dangers of distracted driving.*

***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 the Borough Attorney and the Borough Labor Attorney.*

**New Business**

Mayor Altomonte read by title Resolution 19-04-06: Authorizing the Award of Quote for Lake Matawan Dam Underwater Apron Emergency Repairs –Walker Diving Underwater Construction. Councilman Reeve made the motion, seconded by Councilwoman Gunn. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 19-04-06  
AUTHORIZING THE AWARD OF QUOTE FOR  
LAKE MATAWAN DAM UNDERWATER APRON EMERGENCY REPAIRS  
WALKER DIVING UNDERWATER CONSTRUCTION**

***WHEREAS**, the Borough Engineer, T&M Associates, solicited the receipt of quotes associated with the Lake Matawan Dam Underwater Apron Emergency Repairs; and*

***WHEREAS**, the T&M Associates received three (3) quotes for the aforesaid contract; and*

***NOW, THEREFORE, BE IT RESOLVED** that the Council of the Borough of Matawan upon recommendation of T&M Associates, Borough Engineer, hereby authorizes the award of quote for the Lake Matawan Dam Underwater Apron Emergency Repairs to Walker Diving Underwater Construction, 75 Waterford Road., Hammonton, New Jersey 08037 in an amount not to exceed One Hundred Thirty Five Thousand, Nine Hundred Seventy One Dollars and No Cents (\$135,971.00).*

***BE IT FURTHER RESOLVED** said contract is performed in accordance with all quote specifications, contracts and documents, and subject to certification by the Chief Financial Officer that funds are available, review and approval of quote documents by the Borough Attorney and approval of the New Jersey Department of*

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*Labor, Division of Wage and Hour Compliance, and the Mayor is hereby authorized to execute any necessary documents to implement the aforesaid award of contract.*

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

***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 in the C-04-55-900-320 Budget of the Borough of Matawan (T&M Project No. MATN-16002) to Walker Diving Underwater Construction for the Lake Matawan Underwater Apron Emergency Repairs in an amount not to exceed One Hundred Thirty Five Thousand, Nine Hundred Seventy One Dollars and No Cents (\$135,971.00).*

*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)*

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*Monica Antista, CMFO  
Dated: April 2, 2019*

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YOUR GOALS. OUR MISSION.

MATNOH-16002

March 21, 2019

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

**Re: Matawan Lake Dam Emergency Repairs  
Award Recommendation**

Dear Mr. Ferrara:

T&M Associates has received three (3) quotes for the Matawan Lake Dam Emergency Repairs. The quotes were provided by Walker Diving Underwater Construction, Hydro-Marine Construction and Dryden Diving Company, Inc.

The following prices were received from above listed contractors:

- Walker Diving Underwater Construction – \$135,971.00 Lump Sum
- Hydro-Marine Construction – \$285,100.00 Lump Sum
- Dryden Diving Company, Inc. – Non-Responsive Price

Dryden Diving Company, Inc proposal failed to provide a lump sum price to the requested work. Dryden Diving Company has provided a day rate for the divers and time and material pricing for miscellaneous equipment and failed to provide materials such as concrete and grout. In addition, Dryden Diving failed to provide a construction schedule. Based on the above information, The Dryden Diving Company, Inc. proposal is non-responsive.

We recommend the contract be awarded to Walker Diving Underwater Construction in the amount of \$135,971.00

If you have any questions concerning this proposal, please to not hesitate call.

Very truly yours,

T&M ASSOCIATES

*Robert R. Keady, Jr.*  
ROBERT R. KEADY, JR., P.E., C.M.E.  
MATAWAN BOROUGH ENGINEER

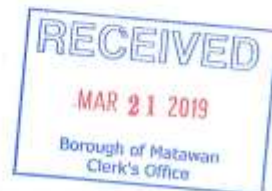
RRK:DRF:DD:lkc  
Attachments:

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

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T&M ASSOCIATES, 11 Tindall Road, Middletown, NJ 07748

☎ 732.671.6400 ☎ 732.671.7365 🌐 tandmassociates.com



Mayor Altomonte read by title Resolution 19-04-07: Resolution Authorizing Execution of Employment Agreement Between the Borough of Matawan and Lieutenant Christopher S. Stark. Councilwoman Salvatore made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

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**RESOLUTION 19-04-07  
RESOLUTION AUTHORIZING EXECUTION OF  
EMPLOYMENT AGREEMENT BETWEEN THE  
BOROUGH OF MATAWAN AND  
LIEUTENANT CHRISTOPHER S. STARK**

*WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Lieutenant Christopher S. Stark effective November 20, 2018 through and including December 31, 2019; and*

*WHEREAS, after negotiation the Borough of Matawan and Lieutenant Christopher S. Stark have reached a satisfactory Employment Agreement effective November 20, 2018 through and including December 31, 2019.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that it herewith authorizes the Mayor to execute the Employment Agreement with Lieutenant Christopher S. Stark attached herewith effective November 20, 2018 through and including December 31, 2019.*

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

**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 9-01-25-240-100 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)*

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*Monica Antista, CMFO  
Dated: April 2, 2019*

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**AGREEMENT  
Between  
LIEUTENANT OF POLICE  
And  
THE BOROUGH OF MATAWAN**

This Agreement is entered into this 2<sup>nd</sup> day of April, 2019 through December 31, 2019, retroactive to November 20, 2018, 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 Christopher S. Stark, 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, personal and comp time;

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

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.

1. **Base Salary 2018:** (November 20 – December 31, 2018) \$125,588.28 per annum (excluding college incentive, Watch Commander shift differential and longevity).
2. **Base Salary 2019:** \$130,000.00 per annum (excluding college incentive, Watch Commander shift differential and longevity).
3. **Watch Commander Shift Differential and Work Schedule:** The Borough recognizes that you will serve as Watch Commander as assigned by the Chief of Police, and as such will be scheduled to work holidays. The Borough agrees to compensate you with a \$1,500.00 Watch Commander shift differential which will be added to your base salary. It is further understood that although a Command Officer within the agency, the Lieutenant (Watch Commander) shall be eligible for overtime, compensatory time and Police Special Duty Assignments as governed by Department Order promulgated by the Chief of Police.  
  
The schedule of the Watch Commander is at the sole discretion of the Chief of Police. It is understood that the Watch Commander shall not owe any time to the Borough based upon the schedule they are assigned. The Watch commanders shall be given the same notice as the Sergeants regarding change of scheduled – 24 hours.
4. **College Incentive:** The Borough of Matawan agrees that you shall receive a yearly college incentive payment added to your base salary prior to any longevity payment in accordance with the schedule set forth in the Collective Negotiations Agreement of Matawan PBA Local #179. For the purpose of the Lieutenant's Agreement only, Political Science is an approved course of study as outlined by current PBA Agreement.
5. **Longevity:** The Lieutenant shall be entitled to longevity payments in accordance with the following schedule:



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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.

6. **Clothing Allowance:** 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. **Personal Time:** The Lieutenant shall be entitled to 5 personal days (55 hours of personal time on the eleven-hour work schedule). Notice of intention to exercise personal time shall be given to the Captain of Police 48 hours in advance of their use; unused personal time may not be carried over into a subsequent year.
8. **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.
9. **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.

10. **Vacation:** Vacation shall be in keeping with the following schedule based upon the work schedule as promulgated by the Chief of Police:

(8 hour schedule):	280 hours
(10.5 hour schedule):	283.5 hours
(11 hour schedule):	286 hours
(12 hour schedule):	288 hours

Unused vacation may be carried over into the next calendar year only with the recommendation of the Chief of Police and the approval of the Mayor and Council.

11. **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.

12. **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

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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.

13. **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, of Lieutenant and his dependents and spouses 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 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 issued by an insurance company or insurance companies selected by the Borough. "Insurance Companies" include regular life insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provision of the policies between the Borough and the insurance company. Notwithstanding any such changes, the level of benefits shall remain substantially similar to or greater than existing benefits.

14. **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.

15. **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 (\$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.

16. **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:

- a. **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.

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- b. 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.
17. 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.
18. 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 Captain of Police. The determination as to whether or not sick leave time may be used under this provision shall be made by the Captain of Police.
19. 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.
20. 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.
21. Sick Leave Notification: It is the responsibility of the employee requesting sick leave to notify the Captain of Police in writing.
- Employee requesting paid sick leave shall notify or cause notification to be made to the Chief of Police via the chain of command. 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.
22. 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.
23. 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

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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.

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

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

25. **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 \$15,000. 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.

26. **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.

27. **Effective Date of Agreement:** This Agreement shall be effective through and including December 31, 2019 or until a successor Agreement is negotiated as a result of promotion.

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

The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution.

The employee expressly and without duress voluntarily waives any right to counsel.

**SIGNATURE PAGE FOLLOWS**

**Borough of Matawan  
Workshop Session  
April 2, 2019**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives this 4 day of April, 2019.

**BOROUGH OF MATAWAN**

  
Joseph Altomonte, Mayor

Date: 4-2-2019

**ATTEST:**

  
Karen Wynne, RMC  
Municipal Clerk

Date: 4-2-2019

**EMPLOYEE**

  
Lieutenant of Police

Date: 4/4/19

Mayor Altomonte read by title Resolution 19-04-08: Resolution Authorizing Execution of Employment Agreement Between the Borough of Matawan and Lieutenant Patrick J. Walker. Councilwoman Salvatore made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

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**RESOLUTION 19-04-08  
RESOLUTION AUTHORIZING EXECUTION OF  
EMPLOYMENT AGREEMENT BETWEEN THE  
BOROUGH OF MATAWAN AND LIEUTENANT PATRICK J. WALKER**

*WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Lieutenant Patrick J. Walker effective November 20, 2018 through and including December 31, 2019; and*

*WHEREAS, after negotiation the Borough of Matawan and Lieutenant Patrick J. Walker have reached a satisfactory Employment Agreement effective November 20, 2018 through and including December 31, 2019.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that it herewith authorizes the Mayor to execute the Employment Agreement with Lieutenant Patrick J. Walker attached herewith effective November 20, 2018 through and including December 31, 2019.*

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

**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 9-01-25-240-100 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: April 2, 2019*

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**AGREEMENT  
Between  
LIEUTENANT OF POLICE  
And  
THE BOROUGH OF MATAWAN**

This Agreement is entered into this 2<sup>nd</sup> day of April, 2019 through December 31, 2019, retroactive to November 20, 2018, 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 Patrick J. Walker, 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, personal and comp time;

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

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.

1. **Base Salary 2018:** (November 20 – December 31, 2018) \$125,588.28 per annum (excluding college incentive, Watch Commander shift differential and longevity).
2. **Base Salary 2019:** \$130,000.00 per annum (excluding college incentive, Watch Commander shift differential and longevity).
3. **Watch Commander Shift Differential and Work Schedule:** The Borough recognizes that you will serve as Watch Commander as assigned by the Chief of Police, and as such will be scheduled to work holidays. The Borough agrees to compensate you with a \$1,500.00 Watch Commander shift differential which will be added to your base salary. It is further understood that although a Command Officer within the agency, the Lieutenant (Watch Commander) shall be eligible for overtime, compensatory time and Police Special Duty Assignments as governed by Department Order promulgated by the Chief of Police.  
  
The schedule of the Watch Commander is at the sole discretion of the Chief of Police. It is understood that the Watch Commander shall not owe any time to the Borough based upon the schedule they are assigned. The Watch commanders shall be given the same notice as the Sergeants regarding change of scheduled – 24 hours.
4. **College Incentive:** The Borough of Matawan agrees that you shall receive a yearly college incentive payment added to your base salary prior to any longevity payment in accordance with the schedule set forth in the Collective Negotiations Agreement of Matawan PBA Local #179. For the purpose of the Lieutenant's Agreement only, Political Science is an approved course of study as outlined by current PBA Agreement.
5. **Longevity:** The Lieutenant shall be entitled to longevity payments in accordance with the following schedule:

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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.

6. **Clothing Allowance:** 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. **Personal Time:** The Lieutenant shall be entitled to 5 personal days (55 hours of personal time on the eleven-hour work schedule). Notice of intention to exercise personal time shall be given to the Captain of Police 48 hours in advance of their use; unused personal time may not be carried over into a subsequent year.
8. **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.
9. **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.

10. **Vacation:** Vacation shall be in keeping with the following schedule based upon the work schedule as promulgated by the Chief of Police:

(8 hour schedule):	280 hours
(10.5 hour schedule):	283.5 hours
(11 hour schedule):	286 hours
(12 hour schedule):	288 hours

Unused vacation may be carried over into the next calendar year only with the recommendation of the Chief of Police and the approval of the Mayor and Council.

11. **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.

12. **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



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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.

13. **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, of Lieutenant and his dependents and spouses 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 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 issued by an insurance company or insurance companies selected by the Borough. "Insurance Companies" include regular life insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provision of the policies between the Borough and the insurance company. Notwithstanding any such changes, the level of benefits shall remain substantially similar to or greater than existing benefits.

14. **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.

15. **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 (\$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.

16. **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:

- a. **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.

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- b. **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.
17. **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.
18. **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 Captain of Police. The determination as to whether or not sick leave time may be used under this provision shall be made by the Captain of Police.
19. **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.
20. **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.
21. **Sick Leave Notification:** It is the responsibility of the employee requesting sick leave to notify the Captain of Police in writing
- Employee requesting paid sick leave shall notify or cause notification to be made to the Chief of Police via the chain of command. 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.
22. **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.
23. **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

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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.

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

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

25. **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 \$15,000. 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.

26. **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.

27. **Effective Date of Agreement:** This Agreement shall be effective through and including December 31, 2019 or until a successor Agreement is negotiated as a result of promotion.

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

The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution.

The employee expressly and without duress voluntarily waives any right to counsel.

**SIGNATURE PAGE FOLLOWS**

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**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives this 4 day of April, 2019.

**BOROUGH OF MATAWAN**

  
Joseph Altomonte, Mayor

Date: 4-2-2019

**ATTEST:**

  
Karen Wynne, RMC  
Municipal Clerk

Date: 4-2-2019

**EMPLOYEE**

  
Lt. Patrick J. Walker  
Lieutenant of Police

Date: 4/4/19

Mayor Altomonte read by title Resolution 19-04-09: Emergency Temporary Appropriation. Councilman Reeve made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

**RESOLUTION 19-04-09  
EMERGENCY TEMPORARY APPROPRIATION**

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***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 2019 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 \$7,406,318.61.*

***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 2019 budget under the appropriate titles.*
- 3. That one certified copy of this resolution be filed with the Director of Local Government Services.*

***BE IT FURTHER RESOLVED**, that the amount required by Statue for the payment of 2019 County, and Local School District Taxes, which are not included in this temporary budget, shall be paid as and when due.*

**2019 Temporary Budget-for April 2, 2019 Meeting**

	Salary & Wages	Other Expenses
MAYOR & COUNCIL		
MUNI CLERK		400.00
GENERAL ADMIN		12,000.00
AUDIT		
FINANCE ADMIN		2,500.00
TAX ASSES ADMIN		
TAX COLLECTOR		
LEGAL SERVICES		
ENGINEERING		
BLDG & GROUNDS		
PLAN/ZONING BD		
SHADE TREE COMM	200.00	
ENVIRON HEALTH		
SOLID WASTE COLL		
INSURANCE-GROUP HEALTH		
INSURANCE-LIABILITY		
INSURANCE-WORKERS COMP		
FIRE		
FIRE-AID TO DEPARTMENT		
FIRE PREVENTION		
POLICE		
STREETS & ROADS		
STREET LIGHTING		
BD OF HEALTH		
RECREATION	3,000.00	
HISTORICAL SITES		
VOL 1ST AID SQUAD		
OEM		
PROP MAINT		
RR PARKING	25,000.00	
DOWNTOWN REDEV		
UTILITIES		

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VEHICLE MAINT			
CONSTR OFFICIAL			
ACCUM SICK LEAVE			
OASI/SOCIAL SECURITY			
PERS		(\$1,651.57)	
PFRS		(\$209.53)	
CONTINGENT			
MUNICIPAL COURT			
PUBLIC DEFENDER			
FREE PUBLIC LIBRARY		1,000.00	
EMERGENCY 911			
GREEN TRUST LOAN			
INTEREST ON BONDS		8,900.00	
INTEREST ON NOTES			
PAYMENT OF BANS			
MCIA LEASE INTEREST			
 SUBTOTAL	 28,200.00	 22,938.90	
 TOTAL TEMPORARY EMERGENCY APPROPRIATIONS		 51,138.90	 5,267,913.27
  WATER SEWER UTILITY			
 OPERATING			
BULK WATER PURCHASE/ACQUISITION OF WATER			
BAYSHORE REGIONAL SEWERAGE AUTHORITY			
PAYMENT ON BOND PRINCIPAL			
PERS			
BANS			
INTEREST ON BONDS		24,125.00	
INTEREST ON NOTES			
WATER-SEWER REHAB LOAN			
WASTEWATER LOAN			
SOCIAL SECURITY			
SUBTOTAL		24,125.00	
 TOTAL WATER SEWER UTILITY TEMPORARY EMERGENCY APPROPRIATIONS		 24,125.00	 2,138,405.34

***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 Ordinance 19-04: Capital Ordinance Appropriating \$179,000 for Underwater Repair Improvements for Lake Matawan Dam by the Borough of Matawan. 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  
Councilwoman Deana Gunn  
Councilman David Vergaretti

Motion passed.

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**ORDINANCE 19-04  
CAPITAL ORDINANCE APPROPRIATING \$179,000 FOR  
UNDERWATER REPAIR IMPROVEMENTS FOR LAKE MATAWAN  
DAM BY THE BOROUGH OF MATAWAN**

**BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MATAWAN** (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

Section 1. The sum of \$179,000 is hereby appropriated by the Borough of Matawan, a municipal corporation of the State of New Jersey (the “Borough”) to provide for underwater repair improvements for Lake Matawan Dam, including all work and materials necessary therefor or incidental thereto (the “Project”). Note: The cost of the Project shall ultimately be shared equally between the Borough and the County of Monmouth (the “County”), pursuant to a Cost Share Agreement (the “Agreement”) authorized by Resolution No. 19-01-53 adopted on February 5, 2019 with each party’s share being \$89,500. Pursuant to the Agreement, the Borough shall initially advance the entire \$179,000 required to complete the project, and the County shall in turn reimburse the Borough for its share (\$89,500) as authorized by Resolution No. 2019-0213 of the County adopted on February 26, 2019, a copy of which is on file in the Borough Clerk’s office.

Section 2. 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 3. This ordinance shall take effect 10 days after the first publication thereof after final adoption.

The Clerk announced the Public Hearing will be held at 7:00 PM on April 16, 2019.

Mayor Altomonte read by title Resolution 19-04-10: Payment of Bills. Councilman Reeve made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 19-04-10  
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	\$2,922,536.55
Water & Sewer	\$391,883.00
Borough Capital	\$204.00
Grant	\$214.58
Borough Trust	\$31,834.65
Developers Escrow Account	\$79.50
Railroad Parking Trust	\$11,860.00
<b>Total</b>	<b>\$3,358,612.28</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.

**Privilege of the Floor**

Mayor Altomonte opened the Privilege of the Floor.

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There were no comments.

Mayor Altomonte requested a motion to close the Privilege of the Floor. Councilman Reeve made the motion, seconded by Councilwoman Buckel. 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 Buckel. Mr. Menna announced the purpose of Executive Session is to discuss personnel. No formal action would be taken. Council agreed. Motion passed.

Meeting recessed at 7:20 PM.

**Reconvene and Adjourn the Public Session**

Mayor Altomonte requested a motion to reconvene the Public Session. Councilwoman Salvatore made the motion, seconded by Councilwoman Buckel. Council agreed. Motion passed. Mayor Altomonte requested a roll call. On roll call the following members responded present:

Present:        Councilwoman Stephanie Buckel  
                    Councilman Brett Cannon – Absent  
                    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.

The meeting reconvened at 7:57 PM.

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 the Public Session. Councilwoman Buckel made the motion, seconded by Councilwoman Salvatore. Council agreed.

The meeting adjourned at 7:58 PM.

(Signature on File)

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Karen Wynne, RMC  
Municipal Clerk