

**Borough of Matawan
Workshop Session
September 3, 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 September 3, 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 7:08 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 Brian Livesey

Also present were Louis 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 asking those in attendance keep the victims of Hurricane Dorian in their thoughts.

**Public Hearing for Grant Application for
Monmouth County Community Development Program
Gravelly Brook Park Improvements Phase III**

Mayor Altomonte requested a motion to open the public hearing for the Grant Application for Monmouth County Community Development Program. Councilwoman Salvatore made the motion, seconded by Councilwoman Gunn. Council approved. Motion passed. Mr. Ferrara explained that this was the official public hearing for the grant application for Monmouth County Open Space for Gravelly Brook Park Improvements Phase III which includes bathrooms and a small snack stand. Mayor Altomonte requested comments. There were no comments. Mayor Altomonte requested a motion to close the public hearing. Councilwoman Salvatore made the motion, seconded by Councilwoman Buckel. Council agreed. Motion passed.

Mayor Altomonte read by title Resolution 19-09-01: Authorizing Application for Monmouth County Municipal Open Space Grant Program–Gravelly Brook Park Improvements Phase 3. 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
Councilman Brett Cannon
Councilwoman Deana Gunn
Councilman Brian Livesey

Motion passed.

**RESOLUTION 19-09-01
AUTHORIZING APPLICATION FOR MONMOUTH COUNTY
MUNICIPAL OPEN SPACE GRANT PROGRAM
GRAVELLY BROOK PARK IMPROVEMENTS PHASE 3**

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***WHEREAS**, the Monmouth County Board of Chosen Freeholders has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and*

***WHEREAS**, the Governing Body of the Borough of Matawan desires to obtain County Open Space Trust Funds in the amount of \$250,000 to fund Phase III development of recreational facilities at Gravelly Brook Park, located at Villanova Place and identified at Lot 46, Block 120 on the tax map of the Borough of Matawan; and*

***WHEREAS**, the total cost of the project including all matching funds is \$538,000; and*

***WHEREAS**, the Borough of Matawan is the owner of and controls the project site.*

***NOW, THEREFORE, BE IT RESOLVED BY** the Council of the Borough of Matawan, New Jersey that:*

1. Louis Ferrara, Borough Administrator of the Borough of Matawan or his/her successor is authorized to (a) make an application to the County of Monmouth for Open Space Trust Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Open Space Grants Program and (c) act as the municipal contact person and correspondent of the above named municipality; and

2. The Borough of Matawan is committed to this project and will provide the balance of funding necessary to complete the project as described in the grant application in the form of non-county matching funds as required in the Policy and Procedures Manual for the Program; and

3. If the County of Monmouth determines that the application is complete and in conformance with the Monmouth County Municipal Open Space Program and the Policy and Procedures Manual for the Municipal Grants Program adopted thereto, the municipality is willing to use the approved Open Space Trust Funds in accordance with such policies and procedures, and applicable federal, state, and local government rules, regulations and statutes thereto; and

4. Louis Ferrara, Borough Administrator of the Borough of Matawan or his/her successor is hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Funds; and

5. This resolution shall take effect immediately.

Privilege of the Floor for Agenda Items Only

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

There were no comments.

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

Approval of Firefighter

Mayor Altomonte requested a motion to approve Borough of Matawan Volunteer Firefighter Applicant, Justin Fata. Councilwoman Salvatore made the motion, seconded by Councilwoman Buckel. Council approved. Motion passed.

Old Business

Mayor Altomonte read by title Ordinance 19-13: Amending and Supplementing the Revised General Ordinances of the Borough of Matawan Chapter VII – Traffic, Section 7-20 – Stop Intersections – Robert Street and Harding Boulevard. Mayor Altomonte requested a motion to open the public hearing. Councilwoman Buckel made the motion, seconded by Councilwoman Salvatore. Council approved. Motion passed. Mayor Altomonte requested comments. There were no comments. Mayor Altomonte requested a motion to close the public hearing. Councilwoman Buckel made the motion, seconded by Councilwoman Salvatore. Council approved. Motion passed. Mayor Altomonte read by title Ordinance 19-13: Amending and Supplementing the Revised General Ordinances of the Borough of Matawan Chapter VII –

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Traffic, Section 7-20 – Stop Intersections – Robert Street and Harding Boulevard, 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 Brian Livesey

Motion passed.

**ORDINANCE 19-13
AMENDING AND SUPPLEMENTING THE REVISED GENERAL ORDINANCES OF
THE BOROUGH OF MATAWAN
CHAPTER VII – TRAFFIC, SECTION 7-20 – STOP INTERSECTIONS
ROBERT STREET AND HARDING BOULEVARD**

WHEREAS, upon recommendation of the Police Committee it is necessary to install traffic control signals, such as stop and/or yield signs for the health, safety and well being of the residents and visitors of the Borough of Matawan to control traffic, and to reduce incidents of traffic accidents; and

WHEREAS, the Traffic Safety Unit of the Matawan Police Department has recommended the adoption of this within Ordinance and same has been reviewed by the Borough Engineer to certify its consistency with applicable traffic and vehicle law safety regulations in residential areas, and the appropriate notification has been forwarded to the New Jersey State Department of Transportation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Borough of Matawan that it herewith amends Chapter VII – Traffic Regulations, Section 7-20 – Stop Intersections, to include the intersections described are hereby designated as Stop Intersections. Stop signs shall be installed as provided therein.

<i>Intersection</i>	<i>Stop Sign(s) On:</i>
<i>Robert Street and Harding Boulevard</i>	<i>Robert Street</i>

BE IT FURTHER ORDAINED any Ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed.

BE IT FURTHER ORDAINED if any provisions of this Ordinance, or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance, which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

BE IT FURTHER ORDAINED this ordinance shall take effect immediately upon following the passage, adoption and publication pursuant to law.

BE IT FURTHER ORDAINED that a true certified copy of this Ordinance shall be forwarded to the following Borough of Matawan Departments: Clerk, Police, Public Works as well as the New Jersey State Department of Transportation.

Consent Agenda

Mayor Altomonte read by title Resolutions 19-09-02 through and including 19-09-05, requesting a motion to approve en masse. Councilwoman Salvatore made the motion, seconded by Councilman Reeve. Mayor Altomonte requested a voice vote. Council approved. Motion passed.

**RESOLUTION 19-09-02
REDEMPTION OF TAX SALE CERTIFICATE
EONE GROUP, LLC
CERTIFICATE #16-00015**

<u>Certificate #</u>	<u>Company Sold To</u>	<u>Block</u>	<u>Lot</u>	<u>Address of Property</u>	<u>Payment</u>	<u>Premium</u>
16-00015	FNA DZ, LLC FBO WSFS	15	4	110 Atlantic Ave.	\$19,508.17	\$100.00

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WHEREAS, the Borough of Matawan Tax Collector has reported that the above Tax Sale Certificates were sold; and

WHEREAS, the Certificates has been paid and fully redeemed for the property owners.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payments in the amounts, plus any Premiums indicated, for the redemption of the Tax Sale Certificates listed above.

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

**RESOLUTION 19-09-03
RESOLUTION OF THE BOROUGH OF MATAWAN
COUNTY OF MONMOUTH
REGARDING THE AUTHENTICATION AND CERTIFICATION OF MINUTES FOR CALENDAR YEARS
2005 THROUGH 2008**

WHEREAS, the Borough of Matawan, as a Municipal Corporation of the State of New Jersey, is under an obligation to prepare, publish and certify, as well as maintain for the official record, the Minutes of its Public Meetings as a Body Politic of the State of New Jersey and under appropriate statutory authority; and

WHEREAS, the duties and obligations with respect to the preparation of the Minutes is undertaken by the Clerk of the Municipality; and thereafter the Clerk prepares the Minutes after a review of the record of the Proceeding and prepares a Certification of Approval of those same Minutes by the Mayor and Council of the Municipality; and

WHEREAS, for calendar years 2005 through 2008, the then existing Municipal Clerk of the Borough of Matawan attended and redacted Minutes of the official meetings of the Borough of Matawan for calendar years 2005 through 2008, presented them for approval by the Mayor and Council; which were approved in due course, but the former Clerk did not certify the official minutes after approved; and

WHEREAS, the current Municipal Clerk of the Borough of Matawan has reviewed the record of the Minutes of the meetings from 2005 through 2008; and

WHEREAS, it is impossible for a Certification by the existing Municipal Clerk to be made of the Minutes other than upon review and information provided by record because she was not the Clerk at the time of the meetings; and

WHEREAS, the current Municipal Clerk must certify that the minutes were approved based upon her review; and

WHEREAS, the current Municipal Clerk has certified that based upon her review of the record, the Minutes presented are in fact true and accurate to the best of her knowledge based upon her first hand review of the Minutes.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Matawan that due to the unavailability of the Clerk who had been empowered in office in 2005 – 2008, to execute the Minutes; and the Mayor and Council authorize and empower the current Municipal Clerk of the Borough of Matawan to execute any and all documents verifying the accuracy and veracity of the Minutes for the Calendar Years 2005 through 2008, and herewith incorporate same as part of the Office Record of the Borough of Matawan due to the death of the Clerk from 2005 – 2008.

**RESOLUTION 19-09-04
AUTHORIZING EXECUTION OF 2019-2021 EMPLOYMENT AGREEMENT BETWEEN
THE BOROUGH OF MATAWAN AND POLICE CHIEF THOMAS J. FALCO, JR.**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Chief Thomas J. Falco, Jr. respecting the 2019-2021 calendar years of employment; and

WHEREAS, after negotiation, the Borough of Matawan and Chief Falco have reached a satisfactory Employment Agreement for the 2019-2021 calendar years.

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 2019-2021 calendar years.

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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: Clerk, Finance, Payroll as well as Thomas J. Falco, Jr.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, 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)

Nicole Horvath, CMFO
Dated: September 3, 2019

AGREEMENT

Between
CHIEF OF POLICE THOMAS J. FALCO JR
And
THE BOROUGH OF MATAWAN

This Agreement is made and entered into this 3rd day of September, 2019 is inclusive through December 31, 2021 by and between the Borough of Matawan, a Municipal Corporation of State of New Jersey, hereinafter referred to as “Employer”; and Thomas J. Falco Jr., Chief of Police, Borough of Matawan Police Department, Monmouth County, New Jersey, hereinafter referred to as “Thomas J. Falco Jr.,” “Chief,” “Chief of Police” 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 N.J.S.A 40A:14-118 through and inclusive of 40A:14-176;

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

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** (per annum, excluding college incentive and longevity payment):

2019		\$142,500.00
2020	3% increase	\$146,775.00
2021	3% increase	\$151,178.25

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 the Chief shall receive a yearly college credit incentive payment provided the degree obtained is in one of the following areas of study: Criminal Justice, Criminal Science, Emergency Management, Homeland Security and/or Public Administration. This incentive shall be added to the Chief’s base salary prior to longevity calculations in accordance with the following schedule:

Associates Degree	\$ 500.00
Bachelor’s Degree	\$ 750.00
Master’s Degree	\$1,000.00

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5. **Longevity** - The Chief shall be entitled to longevity payments in accordance with the following schedule:
12.5% of base salary commencing with the start of this agreement (as specified in #2 above).
6. **Clothing Allowance** - The Chief shall be entitled to a clothing and maintenance allowance of \$1,000.00. It shall be the responsibility of the Chief of Police 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 Chief shall be entitled to 48 hours of personal time per year. Notice of intention to exercise the personal time shall be given to the Borough Administrator 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, Homeland Security, Public Administration or 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:
Years of Service: 22 years and over Vacation: 280 hours

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

11. **Separation from Service: Vacation Pay**
If the Chief of Police is laid off, retires, 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 Dismemberment Insurance. The Borough shall provide the Chief 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 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 dental benefits of Thomas J. Falco Jr., 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 to the borough. 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 (Parts A & B), 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 here in shall be provided through a self-insured plan or under 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*

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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 change, 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 spouse has coverage. It is employees 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 Thomas J. Falco Jr. with an eye Examination, at an optometrist selected by the Borough, once every twenty-four (24) months. The Borough shall grant Thomas J. Falco Jr. 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 Thomas J. Falco Jr. 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 the rate of 5 (five) 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. Employees shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury leave benefits.

b. Family Illness Disability

Employees 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 there exists a hardship shall be made by the Appropriate Authority after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.

17. Maternity, Medical and Extended Duty Injury Leave

Employees 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 proved 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 Borough Administrator. The determination as to whether or not sick leave time may be used under this provision shall be made by the Borough Administrator.

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.

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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 Chief of Police when requesting paid sick leave to notify the Borough Administrator

The Chief of Police, if requesting paid sick leave shall notify or cause notification to be made to the Borough Administrator. 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 the Chief becomes sick or ill during his work shift, he must notify or cause notification to be made to the Borough Administrator.

In the event no sick leave notification is made prior to reporting for a scheduled workday, or after the employee becomes sick or ill and leaves work, the Borough Administrator 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 Borough Administrator. 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 Borough Administrator.

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 to work. This release must be submitted to the Borough Administrator 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 thirty (30) days 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

Employees shall be paid for one-half (1/2) of their total accrued sick leave upon their retirement, including disability retirement, upon their resignation following 10 (10) or more consecutive years of service in the Borough; or to their beneficiaries in case of death to a maximum of \$15,000.00. The amount of payment shall be calculated based upon the employee's prevailing hour

26. Effective Date of Agreement *This agreement shall be effective retroactively to January 1, 2019 through and including December 31, 2021. The Borough shall be responsible to provide any and all payments retroactively from January 1, 2019 to the date of its signing.*

The Borough and the Chief 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.

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27. Time on Duty

The parties recognize that the position of Chief of Police is a full-time, 24-hour per day obligation. The Chief agrees that he will be devoting at least 40 hours per week of actual duty presence at Police Headquarters or on duty within the Borough. For purposes of this provision, the Chief 's attendance at obligated meetings, conferences, assigned events and performing duties related to his position as Emergency Management Coordinator shall be included in the calculation of the 40-hour duty time referenced in the paragraph.

28. Law Enforcement Conferences/Educational Programs/Training

a. The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar, conference or convention conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, Monmouth County Chiefs of Police Association, New Jersey State Police, Federal Bureau of Investigation or any other educational program of a management or supervisory nature. All expenses such as travel, room, food, tuition, special clothing, books or any other charges connected with the educational programs shall be borne by the Borough. In no event shall the Borough be required to pay or reimburse the Chief for expenses of any class, course or educational program unrelated to police or emergency management activities.

b. The Borough agrees to grant the appropriate training time, including travel time and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference, if he so desires to attend. If the Chief attends a conference at the Borough's expense, he shall provide the Borough with proof of expenses for attending such conferences by way of receipts. The Chief may also be required to provide a written report to the Police Committee which details the information presented at the conference including how such information is valuable to the Matawan Police Department.

c. The Borough also agrees to pay for the Chief's dues for membership in the International Association of Chiefs of Police, the New Jersey State Association of Chiefs of Police, the Monmouth County Chiefs of Police Association and the New Jersey State Association of Chiefs of Police Command and Leadership Alumni Association.

29. Service Vehicle

The Chief of Police will be provided with an unmarked take-home service vehicle of the Police Department (or Office of -Emergency Management) for his use on duty and for response when off-duty. The vehicle shall be an all-wheel drive SUV or similar type vehicle and shall be equipped with all the necessary equipment to perform the duties of a Police Officer and Emergency Management Coordinator. The Chief shall be permitted to use the vehicle for personal use. There shall be no limit on the use of the vehicle for police or emergency management duties or anything associated with either position such as attending meetings, training, trips, conferences and other traveling needed to carry out the duties of the position of Chief of Police/Emergency Management Coordinator. The Borough shall pay all expenses for the operation and upkeep of the vehicle, such as car insurance, tires, gas, oil changes and other necessary repairs. The vehicle shall not be used by anyone other than the Chief of Police. The Chief may authorize the vehicle to be used by other sworn officers of the Police Department or Emergency Management staff at his discretion.

30. 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 and previous Chiefs of Police have enjoyed but that have not been specifically included in this agreement shall be continued.

In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this 3rd day of September, 2019.

BOROUGH OF MATAWAN

(Signature on File)

September 3, 2019

Date _____

Joseph Altomonte, Mayor

ATTEST:

(Signature on File)

September 3, 2019

Date: _____

Karen Wynne

Municipal Clerk

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EMPLOYEE

(Signature on File)

September 5, 2019

Date: _____

Thomas J. Falco Jr.
Chief of Police

RESOLUTION 19-09-05

**AUTHORIZING EXECUTION OF 2019-2020 EMPLOYMENT AGREEMENT BETWEEN
THE BOROUGH OF MATAWAN AND POLICE CAPTAIN JEREMIAH E. HOURIHAN, III**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Captain Jeremiah E. Hourihan, III respecting the 2019-2020 calendar years of employment; and

WHEREAS, after negotiation, the Borough of Matawan and Captain Hourihan have reached a satisfactory Employment Agreement for the 2019-2020 calendar years.

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 2019-2020 calendar years.

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: Clerk, Finance, Payroll as well as Jeremiah E. Hourihan, III.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, 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)

Nicole Horvath, CMFO

Dated: September 3, 2019

AGREEMENT

Between

JEREMIAH E. HOURIHAN III, CAPTAIN OF POLICE

And

THE BOROUGH OF MATAWAN

This Agreement is entered into this 20th day of August through December 31, 2020 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, Captain of Police, Borough of Matawan Police Department, Monmouth County, New Jersey, hereinafter referred to as "Jeremiah E. Hourihan, III, "Captain" 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 N.J.S.A 40A:14-118 through and inclusive of 40A:14-176;

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

3. 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.

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4. **Base Salary:**

2019		\$136,500.00 per annum (excluding college incentive, command staff differential and longevity)
2020	3% increase	\$140,595.00 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

31. **College Incentive** - The Borough of Matawan agrees that you shall receive a yearly college incentive payment (A.S. Degree) in the amount of \$500.00 added to your base salary prior to any longevity payment.

32. **Command Staff Differential** - The Borough of Matawan agrees that you shall receive additional compensation added to your base salary (prior to longevity) for your 24-hour on-call status as a Command Officer in accordance with the following schedule:

2019	\$1,000.00
2020	\$1,500.00

33. **Longevity** - The Captain shall be entitled to longevity payments in accordance with the following schedule:

- 10% of base salary commencing in the 20th year of service.
- 12.5% of base salary commencing in the 24th year of service.

34. **Clothing and Maintenance Allowance** -The Captain shall be entitled to a clothing and maintenance allowance of \$1,000.00. It shall be the responsibility of the Captain 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.

35. **Personal Time** -The Captain 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.

9. **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.

10. **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.

11. **Vacation**
The Captain shall be entitled to 280 hours of vacation per year.

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

12. **Separation from Service: Vacation Pay**
If the Captain 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 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.

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13. Insurance

Group Life and Accidental Death Dismemberment Insurance. The Borough shall provide the Captain 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 than existing benefits.

14. 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 dental benefits, of 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 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 here in shall be provided through a self-insured plan or under 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 change, the level of benefits shall remain substantially similar to or greater than existing benefits.

15. Non-Duplication of Benefits

All parties agree to coordinate benefits in situations where a spouse has coverage. It is employees 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.

16. Optical Plan

The Borough shall assume the cost of providing Jeremiah E. Hourihan III with eye examinations, at an optometrist selected by the Borough, once every twenty-four (24) months. The Borough shall grant Jeremiah E. Hourihan III 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 Jeremiah E. Hourihan III in any twenty-four (24) month period.

17. 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 the rate of 5 (five) 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

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accordance with a doctor's order. Employees shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury leave benefits.

2. **Family Illness Disability**

Employees 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 there 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.

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

Employees 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 proved by law.

19. **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.

20. **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.

21. **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.

22. **Sick Leave Notification**

It is the responsibility of the Captain requesting paid sick leave to notify the Chief of Police.

Employees who are requesting paid sick leave shall notify or cause notification to be made to the Chief of Police. 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 employee's 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.

23. **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.

24. **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.

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25. 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, he 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.

26. Separation from Services

Employees shall be paid for one-half (1/2) of their total accrued sick leave upon their retirement, including disability retirement, upon their resignation following 10 (10) or more consecutive years of service in the Borough; or to their beneficiaries in case of death to a maximum of \$12,000.00. 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.

27. 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.

28. Effective Date of Agreement

This agreement shall be effective retroactively to January 1, 2019 through and including December 31, 2020. The Borough shall be responsible to provide any and all payments retroactively from January 1, 2019 to the date of its signing.

The Borough and the Captain 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.

In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this 3rd day of September, 2019.

BOROUGH OF MATAWAN

(Signature on File)

September 3, 2019

Date _____

Joseph Altomonte, Mayor

ATTEST:

(Signature on File)

September 3, 2019

Date: _____

Karen Wynne
Municipal Clerk

EMPLOYEE

(Signature on File)

September 5, 2019

Date: _____

Jeremiah E. Hourihan III
Captain of Police

New Business

Mayor Altomonte read by Ordinance 19-14: Amending Ordinance 12-14: An Ordinance Revising Chapter 4-9: Massage Parlors; Masseurs and Masseuses of the Revised General Ordinances of the Borough of Matawan, County of Monmouth, State of New Jersey. Mayor Altomonte requested a motion to introduce. Councilwoman Buckel made the motion, seconded by Councilwoman Salvatore. Council approved. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilman Nicolas Reeve
Councilwoman Josi Salvatore

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Councilwoman Stephanie Buckel
Councilman Brett Cannon
Councilwoman Deana Gunn
Councilman Brian Livesey

Motion passed.

**ORDINANCE 19-14
AMENDING ORDINANCE 12-14
AN ORDINANCE REVISING
CHAPTER 4-9: MASSAGE PARLORS; MASSEURS AND MASSEUSES OF THE REVISED GENERAL
ORDINANCES OF THE BOROUGH OF MATAWAN, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY**

BE IT ORDAINED by the Governing Body of the Borough of Matawan that the following revisions to Chapter 4-9: Massage Parlors; Masseurs and Masseuses is hereby revised as follows due to superseding New Jersey Statutes that regulate the business.

1. General Provisions

1.1 Purpose.

The purpose of this Ordinance is to administer the local operation of therapeutic massage establishments in order to promote the public health, safety, and general welfare.

1.2 Severability.

In the event that any section or portion of this Ordinance shall be declared by any competent court to be invalid for any reason, such declaration shall be deemed to not affect the validity of any other section, subsection or portion of this Ordinance.

2. Definitions

2.1 Massage

Massage therapy is a manual therapy that manipulates a person's muscles and tissues, which also affects the nervous system to provide relief from stress, muscle tension, muscle pain, stiffness, joint aches and pain, headaches, increasing circulation, helps recovery before and after joint surgery and the list goes limitless.

2.2 Therapeutic Massage Establishment

Any business, including but not limited to sole proprietorship, in which the business operation consists of providing or making available massage in the Borough of Matawan for consideration or with the expectation of receiving consideration or any gratuity whether or not the business has a fixed place of business within the limits of the Borough.

2.3 Massage Therapist

Any person who performs massage for consideration or gratuity or with the expectation of receiving consideration or any gratuity.

2.4 Patron

Any person who receives a massage.

2.5 Person

Any individual, partnership, corporation, or other entity.

3. Maintenance and Cleaning

3.1 *Every person who conducts or operates a therapeutic massage establishment shall keep the same at all times in a clean and sanitary condition. All instruments, supplies and devices of any kind, or parts thereof, that come into contact with the human body shall be kept clean by a modern and approved method of cleaning.*

3.2 *All sheets and towels provided patrons in massage facilities shall be clean and laundered after each use and stored in a sanitary manner.*

3.3 *Wet and dry heat rooms, shower compartments and toilet rooms shall be thoroughly cleaned each day the facility is in operation. Bathtubs or showers shall be thoroughly cleaned after each use.*

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4. Prohibited Activities

- 4.1 *No massage therapist shall administer a massage to a patron whose genitals are exposed.*
- 4.2 *No massage therapist shall administer or agree to administer a massage to the genitals or anus of a patron.*
- 4.3 *No massage therapist shall administer a massage unless he or she is fully clothed with non-transparent clothing of the type customarily worn by massage therapists while administering a massage.*
- 4.4 *No alcoholic beverages or intoxicating liquor or non-intoxicating beer shall be sold, nor the consumption thereof by the client or any other person, shall be permitted on the premises pursuant to this ordinance.*

5. Closing Hours

- 5.1 *No massage establishments shall be kept open for business purposes between the hours of 10 p.m. and 7 a.m., provided that any massage begun before 10 p.m. may be completed.*

6. Supervision

- 6.1 *At all times when open for business, the licensed establishment shall have upon the premises a licensed massage therapist or person who possesses a combination massage establishment/massage therapist license who shall be available to supervise the operation of the establishment and assure that no violations of this Ordinance occur.*

7. List of employees

- 7.1 *The establishment shall keep a written list of the names and current addresses of all employees, both on duty and off duty. Such list shall be shown to the Chief of Police, the Police Department's authorized representative, the Borough Clerk, or the Clerk's representative, upon request.*

- 7.2 *All massage therapists shall be clean and wear clean clothes. Provisions for a separate massage therapist/employee dressing room for each sex must be available on the premises with individual lockers for each massage therapist and employee. Doors to such dressing rooms shall open inward.*

8. Grounds for Suspension or Revocation

- 8.1 *Any license may be suspended or revoked upon a determination that the licensee:*
- A. *failed to notify the Borough Clerk of any change in material facts set forth in the Application for such license; or*
 - B. *violated any provision of this Ordinance.*
- 8.2 *In addition to the provisions of subsection 13.1, either a Therapeutic Massage Establishment license or massage therapist license may be suspended or revoked upon a determination that the licensee:*
- A. *permitted any person to perform massage without a valid license to do so;*
 - B. *permitted or allowed an employee, massage therapist or to violate any provision of this Ordinance on the premises of the establishment or in the course of conduct of the business of the establishment.*

9. Inspections, immediate right of entry

- 9.1 *The Matawan Police Department or County Health officials may from time to time inspect a licensed massage facility to determine compliance with any provisions of this ordinance. It shall be unlawful for any person holding a massage facility business license, a massage therapist business license or an employee of such licensee to refuse such inspection officer immediate access to the premises or to hinder such officer in any manner; such refusal or hindrance on the part of any license holder or employee shall be grounds for the issuance of summons for the revocation of the Business License and complaints issued for the violations of this Ordinance.*

10. Application Fees

- 10.1 *The fees are payable at the time of application for the Business License are non-refundable.*

11. Penalty

- 11.1 *The violation of any provision of this Ordinance shall be punished by a fine of not less than two hundred fifty dollars (\$250.00) nor more than five hundred dollars (\$500.00) for each offense. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense. In addition to such penalty, the Borough may enjoin or abate any violation of this Ordinance by appropriate action.*

The Clerk announced the public hearing will be held at 7:00 PM on October 1.

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Mayor Altomonte read by Ordinance 19-15: Amending Ordinance 19-03: 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 Buckel. Council approved. 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 Brian Livesey

Motion passed.

**ORDINANCE 19-15
AMENDING ORDINANCE 19-03
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, 2019, 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	\$30,000.00	\$60,000.00
Business Administrator	Full Time	Annual	\$48,000.00	\$150,000.00
Borough Clerk	Full Time	Annual	\$35,000.00	\$65,000.00
Deputy Borough Clerk	Full Time	Annual	\$30,000.00	\$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
Information Officer	Part Time	Annual	\$6,000.00	\$20,000.00
Information Officer	Part Time	Hourly	\$28.00	\$50.00
Systems Coordinator	Part Time	Annual	\$4,000.00	\$15,000.00
Clerical-Starting Salary All Departments	Full-Time	Annual	\$30,000.00	\$35,000.00
Registrar	Part-Time	Annual	\$3,000.00	\$5,000.00
Deputy Registrar	Part-Time	Annual	\$1,000.00	\$2,000.00
<u>Construction, Inspections & Property Maintenance Offices</u>				
Construction Official/ Zoning Officer/Bldg Insp.	Part Time	Annual	\$30,000.00	\$55,000.00
Construction Official/Zoning Officer/Bldg Insp.	Full Time	Annual	\$50,000.00	\$75,000.00
Bldg Sub-Code Official or Building Inspector	Part Time	Hourly	\$28.00	\$50.00
Plumbing Sub-Code Official	Part Time	Annual	\$5,000.00	\$15,000.00
Plumbing Inspector	Part Time	Annual	\$5,000.00	\$15,000.00
Plumbing Sub-Code Official or Plumbing Insp.	Part Time	Annual	\$5,000.00	\$20,000.00
Plumbing Sub-Code Official or Plumbing Insp.	Part Time	Hourly	\$28.00	\$50.00
Electrical Sub-Code Official	Part Time	Annual	\$5,000.00	\$15,000.00
Electrical Inspector	Part Time	Annual	\$5,000.00	\$15,000.00
Electrical Sub-Code Official or Electrical Insp.	Part Time	Hourly	\$28.00	\$50.00
Fire Sub-Code Official	Part Time	Annual	\$5,000.00	\$15,000.00
Fire Inspector	Part Time	Annual	\$5,000.00	\$15,000.00
Fire Sub-Code Official or Fire Inspector	Part Time	Hourly	\$28.00	\$50.00
Technical Assistant	Full Time	Annual	\$30,000.00	\$65,000.00
Clerk/Typist Construction/Zoning/Fire Prev.	Full Time	Annual	\$30,000.00	\$45,000.00
Property Maintenance Officer	Part Time	Annual	\$8,000.00	\$20,000.00
Property Maintenance Officer	Part Time	Hourly	\$5,000.00	\$20,000.00
Assistant Property Maintenance Officer	Part Time	Annual	\$6,000.00	\$10,000.00
Assistant Property Maintenance Officer	Part Time	Hourly	\$28.00	\$50.00

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<u>Fire Prevention Bureau</u>				
Fire Prevention Officer/Inspector	Part-Time	Annual	\$10,000.00	\$42,000.00
Fire Prevention Inspector	Part-Time	Annual	\$6,000.00	\$15,000.00
<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	\$35,000.00
Revenue Collector/Assessing Clerk	Full Time	Annual	\$30,000.00	\$45,000.00
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
<u>Finance/Tax Offices (continued)</u>				
Deputy Tax Collector	Full Time	Annual	\$25,000.00	\$50,000.00
Supervisor/Payroll, Personnel & Accounting Services	Full Time	Annual	\$35,000.00	\$75,000.00
Bookkeeper/Staff Assistant	Full Time	Annual	\$25,000.00	\$40,000.00
Bookkeeper	Part-time	Hourly	\$15.00	\$30.00
<u>Municipal Court</u>				
Court Administrator	Full Time	Annual	\$35,000.00	\$60,000.00
Deputy Court Administrator	Full Time	Annual	\$25,000.00	\$35,000.00
Deputy Court Administrator	Part Time	Hourly	\$15.00	\$30.00
Magistrate	Full Time	Annual	\$12,000.00	\$35,000.00
Prosecutor	Part Time	Annual	\$8,000.00	\$25,000.00
Public Defender	Part Time	Annual	\$4,000.00	\$20,000.00
<u>Public Safety</u>				
Chief of Police	Full Time	Annual	\$79,000.00	\$150,000.00
Captain of Police	Full Time	Annual	\$79,000.00	\$150,000.00
Lieutenant of Police	Full Time	Annual	\$69,000.00	\$140,000.00
Police Matron	Part Time	Hourly	\$15.00	\$25.00
School Crossing Guard (based on 10 Months)	Part Time	Annual	\$7,500.00	\$12,000.00
School Crossing Guard	Part Time	Per Post	\$15.00	\$30.00
Substitute School Crossing Guard	Part Time	Per Post	\$23.00	\$30.00
Police Secretary	Full Time	Annual	\$30,000.00	\$45,000.00
Police Records Clerk	Full Time	Annual	\$30,000.00	\$50,000.00
Class Two Specials	Part-Time	Hourly	\$15.00	\$30.00
Class One Specials	Part-Time	Hourly	\$15.00	\$30.00
Emergency Management Coordinator	Part Time	Annual	\$500.00	\$4,500.00
Emergency Management 1st Deputy Coordinator	Part Time	Annual	\$500.00	\$2,000.00
Emergency Management 2nd Deputy Coordinator	Part Time	Annual	\$500.00	\$2,000.00
Emergency Management Secretary	Part Time	Annual	\$200.00	\$1,000.00
Railroad Parking Enforcement Officer	Part Time	Hourly	\$15.00	\$25.00
OEM CERT Coordinator	Part Time	Hourly	\$500.00	\$800.00
<u>Public Works</u>				
Superintendent of Public Works	Full Time	Annual	\$60,000.00	\$125,000.00
Recycling Coordinator	Part Time	Annual	\$2,000.00	\$10,000.00
Clean Communities Coordinator	Part Time	Annual	\$3,000.00	\$10,000.00
<u>Recreation</u>				
Summer Program Director	Part Time	Annual	\$1,700.00	\$6,000.00
Assistant Summer Program Director	Part Time	Annual	\$1,260.00	\$4,500.00
Canoe Renter-1 st Year	Seasonal/PT	Hourly	\$8.60	\$20.00
Canoe Renter-2nd Year	Seasonal/PT	Hourly	\$9.10	\$20.00
Canoe Renter-Substitute	Seasonal/PT	Hourly	\$9.10	\$20.00
Director	Part Time	Annual	\$10,000.00	\$25,000.00
Apprentice Summer Counselors	Seasonal/PT	Hourly	\$8.60	\$10.00
Junior Summer Counselors	Seasonal/PT	Hourly	\$9.10	\$12.00
Senior Summer Counselors	Seasonal/PT	Hourly	\$9.60	\$14.00
<u>Sewer</u>				
Licensed Waste Water Personnel	Part Time	Annual	\$1,000.00	\$15,000.00
<u>Water</u>				
Licensed Water Plant Operator	Full Time	Annual	\$50,000.00	\$150,000.00
N-1 Licensed Water Personnel	Full Time	Annual	\$1,000.00	\$15,000.00
Water/Sewer Clerk	Part Time	Hourly	\$15.00	\$22.00

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Boards

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

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 7:00 PM on October 1.

Mayor Altomonte read by title Resolution 19-09-06: Authorizing Shared Services Agreement between the Borough of Matawan and the Township of Aberdeen for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage – 2019. Councilman Reeve made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 19-09-06
AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF MATAWAN AND
THE TOWNSHIP OF ABERDEEN FOR PRIMARY DAYTIME EMERGENCY MEDICAL SERVICE
BASIC LIFE SUPPORT (AMBULANCE) COVERAGE
2019**

WHEREAS, due to a decrease of service and cost escalation, the Borough of Matawan is desirous of implementing a Shared Services Agreement with the Township of Aberdeen to share services and reduce costs by working together to provide for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage by Hackensack Meridian Health Alert Ambulance Services, Inc., 1195 Airport Road, Lakewood, New Jersey 08701; and

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local units such as these Municipalities to enter into Shared Services Agreement with other local units; and

WHEREAS, it is in the best interest of the Borough of Matawan to enter into a Shared Services Agreement with the Township of Aberdeen; and

WHEREAS, the cost of the Shared Services for shall be assumed by the Borough of Matawan and the Township of Aberdeen at a 40%/60%, respectively, share of expense.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes the Borough of Matawan enter into a Shared Services Agreement with the Township of Aberdeen for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage to be effective January 1, 2019, pending certification and approval of funding, for the term expiring December 31, 2019.

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

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

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SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF ABERDEEN AND THE BOROUGH OF MATAWAN FOR PRIMARY DAYTIME EMERGENCY MEDICAL SERVICE BASIC LIFE SUPPORT (AMBULANCE) COVERAGE

*This **SHARED SERVICES AGREEMENT** (hereinafter, "Agreement") effective on the 1st day of January, 2019, between the Township of Aberdeen with offices located at 1 Aberdeen Square, Aberdeen, NJ 07747 (hereinafter "Township") and the Borough of Matawan (hereinafter "Borough"), with facilities located at 201 Broad Street, Matawan, New Jersey, 07747 to share services and reduce costs by hiring Hackensack Meridian Health Alert Ambulance Service, Inc., 1195 Airport Road, Lakewood, New Jersey 08701 ("Hackensack Meridian") to provide for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage.*

I. PURPOSE & SCOPE

***WHEREAS**, the purpose of this Agreement is to reduce the costs associated with a decrease of service and cost escalation.*

***WHEREAS**, the parties are desirous of entering into an Agreement pursuant to N.J.S.A. 40A:65-1 et seq. to provide for a Shared Services Agreement for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage.*

***NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Township and the Borough agree to the following:*

II. INCORPORATION OF RECITALS

All of the above recitals are incorporated as if fully set forth at length herein.

III. TERM

This Agreement shall commence as of the date executed herein for a term ending on December 31, 2019, which shall be renewable, on an annual basis, beginning January 1st of each year, unless either party provides written notice to the other party ninety (90) days prior to the termination date as to their intention not to renew this Agreement. Notwithstanding the above term, either party may terminate this Agreement with or without cause upon providing one hundred and twenty (120) days prior written notice to the other party. Notices shall be sent by certified mail, return receipt requested, to the attention of the Township Manager of the Township and the Business Administrator of the Borough, respectively, and of the President of Hackensack Meridian Health Alert Ambulances, of each party hereto, at the addresses set forth herein below.

IV. DUTIES AND RESPONSIBILITIES OF THE TOWNSHIP AND THE BOROUGH

The Township's and the Borough's duties and responsibilities under this Agreement shall consist solely of the following:

1. *The Township of Aberdeen shall be deemed the lead agency for purposes of this agreement. As such, payment of the cost of the services to be provided by Hackensack Meridian shall be assumed by the Township of Aberdeen. The Township of Aberdeen shall send a monthly bill to the Borough of Matawan. The Borough of Matawan shall send their proportionate share within the first fifteen (15) days of each month. The cost of the services shall be pro-rated at a 60%/40% cost share, respectively. The Township of Aberdeen shall pay 60% of the contract price or \$50, 400 per year for the services. The Borough of Matawan shall pay 40% of the contract price or \$33,600 per year for the services.*

VI. BREACH AND DEFAULT

1. *The aggrieved party shall also have any and all other rights and remedies as may be provided in law or equity in the event that the defaulting or breaching party fails to cure such default within the applicable grace period provided herein.*

2. *In the event of any breach or default of this Agreement the aggrieved party may at any time, and in its sole discretion, after notice, cure said breach or default for the account of and at the expense of the defaulting or breaching party. If the aggrieved party is compelled to pay or elects to pay any sum or money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorneys' fees and court costs in instituting, prosecuting or defending any action to enforce the aggrieved party's rights under this Agreement, the sum so paid by the aggrieved party, with all interest, costs and damages, shall be deemed to be additional costs and shall be due from the defaulting or breaching party within thirty (30) days following the incurring of the respective expenses by the aggrieved party.*

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VIII. MODIFICATION

Modifications within the scope of this instrument shall be made by mutual consent of parties, by the issuance of a written amendment, signed and dated by all parties prior to any changes being performed.

IX. NOTICES

All notices required under the terms of this instrument shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. Notices shall be sent to the following:

*Township of Aberdeen
1 Aberdeen Square
Aberdeen, New Jersey 07747
Attn: Township Manager*

AND

*Borough of Matawan
201 Broad Street
Matawan, NJ 07747
Attn: Business Administrator*

X. INDEMNIFICATION

In reference to this Agreement each party shall indemnify, protect, and hold harmless the other from and against any and all damages of any nature and kind, claims, suits or proceedings of any nature and kind, judgments, liabilities, losses, costs and expenses (including, but not limited to, attorneys' fees, court and arbitration costs) brought against either party hereto in connection with the services contemplated in this Agreement.

XI. COMPLIANCE WITH SHARED SERVICES ACT

1. Pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq., this Agreement shall be filed with and open to the public for inspection at the offices of the Township Clerk of the Township of Aberdeen and the Borough Clerk of the Borough of Matawan, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto.

2. Pursuant to N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes by both parties hereto.

XII. MISCELLANEOUS

Both parties hereto agree that the execution of this Agreement is an authorized act of each of the respective parties hereto. The proper resolutions of the parties have been adopted pursuant to law, authorizing execution of this agreement.

1. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of their respective rights hereunder shall not waive such rights, but each party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

2. If any provision of this Agreement shall be adjudicated by a court of competent jurisdiction as invalid, unenforceable or inapplicable with respect to any party herein, the remainder of this Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and be endorsed to the fullest extent permitted by Law.

3. The section headings contained herein are for convenience only and are not to be given any substantive effect.

4. This Agreement executed by the parties constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties hereto.

5. All of the terms, covenants and conditions herein contained shall be for and inure to the benefit of, and shall be binding upon, the respective parties and their successors and assigns.

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6. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original thereof and which, together, constitute the whole.

7. The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby.

8. Each party’s obligations shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereinto set their hands and seals, this the 3rd day of September, 2019.

Witnessed or attested by: TOWNSHIP OF ABERDEEN

Karen Ventura, Township Clerk By: _____
Mayor Fred Tagliarini

Witnessed or attested by: BOROUGH OF MATAWAN

(Signature on File) (Signature on File)

Karen Wynne, Borough Clerk By: _____
Mayor Joseph Altomonte

MUNICIPAL ACKNOWLEDGEMENT

STATE OF NEW JERSEY:
SS
COUNTY OF MONMOUTH:

I CERTIFY that on _____, 2019, Karen Ventura personally came before me and he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the Township Clerk of The Township of Aberdeen, the municipal corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by Fred Tagliarini, who is the Mayor of the Township of Aberdeen;
- (c) this document was signed and delivered by the Township of Aberdeen as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) he/she knows the proper seal of the Township of Aberdeen, which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On _____, 2019

Karen Ventura, Township Clerk

MUNICIPAL ACKNOWLEDGEMENT

STATE OF NEW JERSEY:
SS
COUNTY OF MONMOUTH:

I CERTIFY that on September 5, 2019, Karen Wynne personally came before me and he/she acknowledged under oath, to my satisfaction, that:

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- (a) he/she is the Borough Clerk of the Borough of Matawan, the municipal corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by Joseph Altomonte, who is the Mayor of the Borough of Matawan;
- (c) this document was signed and delivered by the Borough of Matawan as its voluntary act duly authorized by a proper resolution of the Borough Council;
- (d) he/she knows the proper seal of the Borough of Matawan, which was affixed to this document;
- and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On September 5, 2019

(Signature on File)

Robin Klinger, Notary Public
State of New Jersey
Commission Expires September 24, 2020

(Signature on File)

Karen Wynne, RMC
Borough Clerk
Borough of Matawan

Mayor Altomonte announced Resolution 19-09-07 will be held.

Mayor Altomonte read by title Resolution 19-09-08: Authorizing T&M Associates to Provide Professional Services for 2018 Road Program. Councilman Reeve made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 19-09-08
AUTHORIZING T&M ASSOCIATES TO PROVIDE PROFESSIONAL SERVICES FOR
2018 ROAD PROGRAM**

WHEREAS, the Mayor and Council of the Borough of Matawan received the attached Scope and Fee Estimate from T&M Associates for professional services for professional engineering design, permitting, construction administration and inspection services associated with the 2018 Road Program.

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 associated with the 2018 Road Program as outlined in the attached Scope and Fee Estimate in an amount not to exceed Twelve Thousand Nine Hundred Thirty Dollars and No Cents (\$12,930.00).

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: Clerk, Finance, Public Works as well as Robert R. Keady, Jr. of T&M Associates.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, 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-04-55-918-101 Budget of the Borough of Matawan to T&M Associates for professional services associated with the 2018 Road Program (Project #MATN-04136) for the Borough of Matawan in an amount not to exceed Twelve Thousand Nine Hundred Thirty Dollars and No Cents (\$12,930.00).

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)

Nicole Horvath, CMFO
Dated: September 3, 2019

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MATN-04136

August 26, 2019

Louis Ferrara
Borough of Matawan
201 Broad Street
Matawan, NJ 07747

**Re: 2018 Road Program Rebid
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 Rebidding of the Borough's 2018 Road Program.

We understand that the rebidding is being funded completely with Borough funds.

2018 Road Program

1. T&M revised the plans by removing the 3 sheets for Main Street improvements, revising the Cover Sheet drawing index, date and drawing numbers. Revised sheets were printed, signed and scanned in preparation for new plan sets produced for prospective bidders.
2. Estimates were revised to reflect the removal of Main Street for the project.
3. The specifications had the cover sheet, the notice to bidders and form of proposal revised.
4. T&M has coordinated advertisement of the project for rebid. T&M Associates has printed and made the contract documents, including final plans and specifications, available to prospective bidders. The cost of the printing itself has been offset by the purchase price of the plans and specifications.
5. T&M notified a dozen contractors who do work in the area in an effort to increase the number of bidders.
6. T&M Associates answered questions that arose during the bidding phase of the project, either from Borough officials or prospective bidders.
7. T&M attended the opening of bids with the appropriate municipal officials.
8. T&M Associates' representatives assisted Borough officials with the bid review process including an evaluation of the contractors' bid submissions. As part of this effort, T&M Associates prepared a bid tabulation sheet comparing the various bids received, reviewed the credentials of the low bidder, and prepare a recommendation for award for each project.

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**Re: 2018 Road Program Rebid
Scope and Fee Estimate
Borough of Matawan**

The fee required for the additional effort totals \$7,960 for work obtaining competitive bids. **ADD
ANOTHER \$2,390 FOR WEEK ENDING 8-23-2019.**

Main Street Crosswalks

1. T&M contacted certified installers for the imprinted crosswalk system in an effort to obtain 3 competitive bids below the bid threshold for public contracts.

Construction Administration and inspection work is expected to be included in the 2019 Road Program.

The fee required for the additional effort totals \$970 for work obtaining competitive bids.

Main Street Curb and Sidewalk

As a result of breaking out the Main Street curb and sidewalk work from the 2018 Road Program, T&M's extra effort during the construction phase of the project entailed the following additional scope:

1. Analyzing and determining if the work can be included within the 2017 Road Improvement Contract 2 without exceeding 20% of the original contract.
2. Site meeting with contractor to review full scope of work and negotiate unit prices with the contractor to bring overall project budget under 20% of the original contract.
3. Prepare a change order for the 2017 Road Improvement Contract 2 to include the Main Street work.
4. Prepare separate payment documentation.
5. Coordination with Monmouth County to identify additional handicap ramps that were requested by the County to be replaced. Additional inspection effort was also required for these areas.
6. Site meeting with the contractor and Monmouth County to review full scope of work.
7. Prepare separate project closeout documentation

The fee required for the additional effort totals \$4,000 for work not anticipated in the original CA&I scope and fee for Main Street.

We are prepared to proceed upon your authorization and suggest an estimated fee of \$12,930 to be billed monthly utilizing current billing rate schedule.

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.

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**Re: 2018 Road Program Rebid
Scope and Fee Estimate
Borough of Matawan**

Very truly yours,

T&M ASSOCIATES

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

RRK:WSC:lkc

c: Mayor & Council
Karen Wynne, Borough Clerk
Nicole Horvath, CFO

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Mayor Altomonte read by title Resolution 19-09-09: Authorizing the Appointment of Part-Time Hourly Public Information Officer – Cathy Zavorskus. Councilman Cannon made the motion, seconded by Councilwoman Salvatore. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 19-09-09
AUTHORIZING THE APPOINTMENT OF PART-TIME HOURLY PUBLIC INFORMATION OFFICER
CATHY ZAVORSKUS**

WHEREAS, the Mayor and Council previously authorized the Borough Administrator to advertise, interview and make recommendations for the position of Part-Time Hourly Public Information Officer within the Borough of Matawan; and

WHEREAS, nine (9) applications were received and reviewed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan authorizes the appointment of Cathy Zavorskus as Part-Time Hourly Public Information Officer, effective September 16, 2019, at the rate of compensation of \$28.00 per hour, not to exceed ten hours per week, prorated from the effective date to December 31, 2019, pending Certification as to Available Funding from the Chief Financial Officer.

BE IT FURTHER RESOLVED said employment is contingent upon completion of a 90 day from date of hire probationary period.

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

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the 9-01-20-100-180 Budget of the Borough of Matawan to Cathy Zavorskus for Part-Time Hourly Public Information Officer for the Borough of Matawan in an amount not to exceed Ten Thousand Dollars and No Cents (\$10,000.00).

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)

Nicole Horvath, CMFO

Dated: September 3, 2019

Mayor Altomonte read by title Resolution 19-09-10: Authorizing the Appointment of Full Time Bookkeeper and Staff Assistant – Catherine Madden. Councilman Reeve made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 19-09-10
AUTHORIZING THE APPOINTMENT OF FULL TIME BOOKKEEPER AND STAFF ASSISTANT
CATHERINE MADDEN**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan authorizes the appointment of Catherine Madden as Full-Time Bookkeeper and Staff Assistant, effective September 9, 2019, at the Council authorized rate of compensation of Thirty-Seven Thousand Dollars and No Cents (\$37,000.00) per annum pending Certification as to Available Funding from the Chief Financial Officer.

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

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the 9-01-20-130-180 Budget of the Borough of Matawan to Catherine Madden for Full-Time Bookkeeper and Staff Assistant for the Borough of Matawan in an amount not to exceed Thirty Seven Thousand Dollars and No Cents (\$37,000.00) 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)

Nicole Horvath, CMFO

Dated: September 3, 2019

Mayor Altomonte read by title Resolution 19-09-11: Payment of Bills. Councilman Reeve made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 19-09-11
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	\$3,528,284.14
Water & Sewer	\$107,899.70
Borough Capital	\$122,137.60
Water Capital	\$16,537.50
Grant	\$214.58
Borough Trust	\$27,407.93
Dog Tax Trust	\$18.60
Railroad Parking Trust	\$11,500.00
Recreation Trust	\$2,070.34
Total	\$3,816,070.39

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.

Joe Basso, 16 Edgemere Drive, Matawan. Mr. Basso questioned when Edgemere Drive will be paved. Mr. Ferrara replied the original bid came in too high and the project will be rebid. Mr. Basso asked how the Borough is recognizing 9/11.

Christopher Lambros, Matawan Borough Fire Department. Mr. Lambros extended an invitation to attend a ceremony hosted by the Matawan Fire Department on Wednesday, September 11, 2019. The ceremony will be held at 6:00 PM in Memorial Park with expected attendance by the Matawan Police Department, Bayshore EMS and other dignitaries. Councilman Reeve asked if the construction at Memorial Park will be completed in time for the ceremony. Mr. Ferrara replied, it is expected.

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

Adjournment

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

Meeting adjourned at 7:23 PM.

(Signature on File)

Karen Wynne, RMC
Municipal Clerk