

**Borough of Matawan
Workshop Session
April 5, 2022**

A regular meeting of the Council of the Borough of Matawan, New Jersey, was held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey on April 5, 2022, 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, 2022, 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 7:07 PM requesting a roll call.

On roll call the following members responded present:

Yes: Councilwoman Deana Gunn
 Councilman Brian Livesey
 Councilwoman Stephanie Buckel
 Councilman Brett Cannon
 Councilwoman Melanie S. Wang
 Councilman Charlie Ross

Also present were Scott Carew, 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.

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 Cannon made the motion, seconded by Councilman Livesey. Council agreed. Motion passed.

Appointment in Mid-Year to Fill Vacancy on the Historical Sites Commission

On the recommendation of the Historical Sites Commission Council Liaison, Brett Cannon, Mayor Altomonte requested a motion to nominate and appoint: Gail Chester, Ray Stuetz, and Janilee Yanny – said term to expire December 31, 2023 and Barry Orr – said term to expire December 31, 2024, as Members to the Historical Sites Commission to fill unexpired three-year terms, and requested a motion. Councilman Cannon made the motion, seconded by Councilman Livesey. Council agreed. Motion passed.

Old Business

Mayor Altomonte announced due to technical changes Ordinance 22-03 is being re-introduced, and read by title Ordinance 22-03: Amending Ordinance 21-18: 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. Councilwoman Wang made the motion, seconded by Councilman Livesey. Council agreed. Motion passed.

**Borough of Matawan
Workshop Session
April 5, 2022**

**ORDINANCE 22-03
AMENDING ORDINANCE 21-18
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 upon final passage and publication as provided by law, 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	\$175,000.00
Deputy Business Administrator	Part Time	Annual	\$10,000.00	\$25,000.00
Executive Assistant	Full Time	Annual	\$30,000.00	\$50,000.00
Borough Operations Coordinator	Full Time	Annual	\$45,000.00	\$75,000.00
Borough Clerk	Full Time	Annual	\$35,000.00	\$65,000.00
Deputy Borough Clerk	Full Time	Annual	\$30,000.00	\$40,000.00
Clerical	Part Time	Hourly	\$15.00	\$25.00
Elections Clerk	Full Time	Annual	\$1,000.00	\$4,000.00
Deputy Elections Clerk	Part Time	Annual	\$200.00	\$600.00
Community Engagement Coordinator	Part Time	Hourly	\$28.00	\$50.00
Downtown Redevelopment Coordinator	Part Time	Annual	\$10,000.00	\$20,000.00
Information Officer	Part Time	Hourly	\$28.00	\$50.00
Systems Coordinator	Part Time	Annual	\$4,000.00	\$15,000.00
Registrar	Part-Time	Annual	\$3,000.00	\$5,000.00
Deputy Registrar	Part-Time	Annual	\$1,000.00	\$2,000.00
<u>Construction, Inspections, Fire Prevention & Property Maintenance Offices</u>				
Construction Official/ Zoning Officer/Bldg Insp.	Part Time	Annual	\$30,000.00	\$55,000.00
Plumbing Sub-Code Official or Plumbing Insp.	Part Time	Annual	\$5,000.00	\$20,000.00
Electrical Sub-Code Official & Electrical Insp.	Part Time	Annual	\$5,000.00	\$15,000.00
Fire Prevention Official	Part Time	Annual	\$10,000.00	\$42,000.00
Fire Prevention Inspector	Part Time	Annual	\$5,000.00	\$15,000.00
Fire Prevention Inspector	Part Time	Hourly	\$20.00	\$30.00
Fire Prevention Official & Inspector	Part Time	Annual	\$10,000.00	\$42,000.00
Technical Assistant	Full Time	Annual	\$30,000.00	\$65,000.00
Fire Prevention Office 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	Hourly	\$5,000.00	\$20,000.00
<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	\$40,000.00
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
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	\$45,000.00
Bookkeeper	Part-time	Hourly	\$15.00	\$30.00
<u>Municipal Court</u>				
Magistrate	Full Time	Annual	\$12,000.00	\$35,000.00
<u>Public Safety</u>				
Chief of Police	Full Time	Annual	\$79,000.00	\$170,000.00
Captain of Police	Full Time	Annual	\$79,000.00	\$155,500.00

**Borough of Matawan
Workshop Session
April 5, 2022**

<i>Lieutenant of Police</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$69,000.00</i>	<i>\$150,000.00</i>
<i>Police Matron</i>	<i>Part Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$25.00</i>
<i>School Crossing Guard (based on 10 Months)</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$7,500.00</i>	<i>\$12,000.00</i>
<i>School Crossing Guard</i>	<i>Part Time</i>	<i>Per Post</i>	<i>\$15.00</i>	<i>\$35.00</i>
<i>Substitute School Crossing Guard</i>	<i>Part Time</i>	<i>Per Post</i>	<i>\$23.00</i>	<i>\$35.00</i>
<i>Police Secretary</i>	<i>Part Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$35.00</i>
<i>Police Records Clerk</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$30,000.00</i>	<i>\$50,000.00</i>
<i>Class Two Specials</i>	<i>Part-Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$30.00</i>
<i>Class One Specials</i>	<i>Part-Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$30.00</i>
<i>Emergency Management Coordinator</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$500.00</i>	<i>\$5,000.00</i>
<i>Emergency Management 1st Deputy Coordinator</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$500.00</i>	<i>\$3,000.00</i>
<i>Emergency Management 2nd Deputy Coordinator</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$500.00</i>	<i>\$3,000.00</i>
<i>Railroad Parking Enforcement Officer</i>	<i>Part Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$25.00</i>
<i>OEM CERT Coordinator</i>	<i>Part Time</i>	<i>Hourly</i>	<i>\$500.00</i>	<i>\$800.00</i>

Public Works

<i>Superintendent</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$100,000.00</i>	<i>\$140,000.00</i>
<i>Deputy Superintendent</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$80,000.00</i>	<i>\$100,000.00</i>
<i>Recycling Coordinator</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$2,000.00</i>	<i>\$10,000.00</i>
<i>Clean Communities Coordinator</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$3,000.00</i>	<i>\$10,000.00</i>

Recreation

<i>Director</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$10,000.00</i>	<i>\$25,000.00</i>
<i>Summer Program Director</i>	<i>Seasonal/PT</i>	<i>Annual</i>	<i>\$1,700.00</i>	<i>\$6,000.00</i>
<i>Assistant Summer Program Director</i>	<i>Seasonal/PT</i>	<i>Annual</i>	<i>\$1,260.00</i>	<i>\$4,500.00</i>
<i>Canoe Renter-1stYear</i>	<i>Seasonal/PT</i>	<i>Hourly</i>	<i>\$8.60</i>	<i>\$20.00</i>
<i>Canoe Renter-2nd Year</i>	<i>Seasonal/PT</i>	<i>Hourly</i>	<i>\$9.10</i>	<i>\$20.00</i>
<i>Canoe Renter-Substitute</i>	<i>Seasonal/PT</i>	<i>Hourly</i>	<i>\$9.10</i>	<i>\$20.00</i>
<i>Apprentice Summer Counselors</i>	<i>Seasonal/PT</i>	<i>Hourly</i>	<i>\$8.60</i>	<i>\$10.00</i>
<i>Junior Summer Counselors</i>	<i>Seasonal/PT</i>	<i>Hourly</i>	<i>\$9.10</i>	<i>\$12.00</i>
<i>Senior Summer Counselors</i>	<i>Seasonal/PT</i>	<i>Hourly</i>	<i>\$9.60</i>	<i>\$14.00</i>

Sewer

<i>Licensed Wastewater Personnel</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$1,000.00</i>	<i>\$15,000.00</i>
--------------------------------------	------------------	---------------	-------------------	--------------------

Water

<i>T-1 Licensed Water Personnel</i>	<i>Part Time</i>	<i>Annual</i>	<i>\$1,000.00</i>	<i>\$15,000.00</i>
<i>Water Plant Operator</i>	<i>Full Time</i>	<i>Annual</i>	<i>\$50,000.00</i>	<i>\$140,000.00</i>
<i>Water/Sewer Clerk</i>	<i>Part Time</i>	<i>Hourly</i>	<i>\$15.00</i>	<i>\$22.00</i>

Boards

<i>Board, Commission and Agency Secretary</i>	<i>Part Time</i>	<i>Per Meeting</i>	<i>\$100.00</i>	<i>\$250.00</i>
---	------------------	--------------------	-----------------	-----------------

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 is scheduled for 7:00 PM, April 19.

Consent Agenda

Mayor Altomonte read by title Resolutions 22-04-01 through and including 22-04-08, requesting a motion to approve en masse. Councilman Ross made the motion, seconded by Councilwoman Gunn. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 22-04-01
REDEMPTION OF TAX SALE CERTIFICATE(S)
#20-00017
#21-00014
#21-00019**

**Borough of Matawan
Workshop Session
April 5, 2022**

<u>Certificate#</u>	<u>Company Sold To</u>	<u>Block</u>	<u>Lot</u>	<u>Property Address</u>	<u>Payment</u>	<u>Premium</u>
20-00017	Trystone Capital Assets, LLC	65.11	9	5 Fawn Dr.	\$283.12	\$1,900.00
21-00014	Evolve Bank & Trust	69	3.0206	B-6 Cross Rd.	\$2,505.36	\$8,700.00
21-00019	Trystone Capital Assets, LLC	119	15	13 Sutphin Ave.	\$4,865.94	\$31,700.00

WHEREAS, the Borough of Matawan Tax Collector has reported that the above Tax Sale Certificate(s) were sold; and

WHEREAS, the Certificate(s) 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 Certificate(s) 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 22-04-02
APPROVAL OF TAXI DRIVER LICENSE RENEWAL
GERALD GREEN**

WHEREAS, Gerald Green, has passed the required Police Department background checks; and

WHEREAS, Gerald Green, has filed the proper documentation with the Borough Clerk's office.

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

Applicant: Gerald Green

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

**RESOLUTION 22-04-03
APPROVAL OF TAXI DRIVER LICENSE RENEWAL
ROSAURA MARQUEZ**

WHEREAS, Rosaura Marquez, has passed the required Police Department background checks; and

WHEREAS, Rosaura Marquez, has filed the proper documentation with the Borough Clerk's office.

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

Applicant: Rosaura Marquez

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

**RESOLUTION 22-04-04
APPROVAL OF NEW TAXI DRIVER LICENSE
JOSE SORIANO ROSALES**

WHEREAS, Jose Soriano Rosales, has passed the required Police Department background checks; and

WHEREAS, Jose Soriano Rosales, has filed the proper documentation with the Borough Clerk's office.

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

Applicant: Jose Soriano Rosales

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

**Borough of Matawan
Workshop Session
April 5, 2022**

**RESOLUTION 22-04-05
APPROVAL OF TOWING & STORAGE LICENSE
JOE'S TOWING AND RECOVERY, LLC**

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

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

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

Business: *Joe's Towing and Recovery, LLC*
 57 Winged Foot Drive
 Manalapan, New Jersey 07726

Applicant: *Joseph J. Campagna*

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

**RESOLUTION 22-04-06
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
2022**

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 JFK Medical Center Emergency Medical Service, 308 Talmadge Road, Edison, New Jersey 08817; 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 Township of Aberdeen and the Borough of Matawan at a 60%/40%, 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, 2022, pending certification and approval of funding, for the term expiring December 31, 2022.

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: Clerk, Finance, Fire, Office of Emergency Management, Police as well as the Township of Aberdeen, and the Division of Local Government Services Attn: Shared Services.

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, 2022, 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 The Community Health Group DBA John

**Borough of Matawan
Workshop Session
April 5, 2022**

F. Kennedy Medical Center, through its Department of Emergency Medical Services (hereinafter “JFK EMS”), collectively referred to as the “Parties”, to provide for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage.

1. 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 Parties do hereby agree to the following:

1. INCORPORATION OF TERMS

All obligations accepted by JFK EMS in its Proposal are hereby incorporated herein and accepted by the Parties. To the extent there is a conflict between the Proposal and this Agreement, the terms of this Agreement shall control.

2. INITIAL TERM

The initial term of this Agreement shall be one (1) year commencing January 1, 2022 and terminating at midnight January 1, 2023.

3. RENEWAL

The Parties may renew or extend this Agreement for additional terms of any length, as mutually agreed in writing, as permitted by law, on the same terms and conditions as set forth herein.

4. OBLIGATIONS OF JFK EMS

JFK EMS shall provide one (1) emergency basic life support ambulance, during the hours of 6:00 AM until 7:00 PM, seven (7) days a week for the purposes of providing dedicated emergency medical services to both the Township and the Borough. When JFK EMS responds to a 9-1-1 call, or a request for help is made of JFK EMS, EMTs, JFK EMS shall bill patients and their insurers consistent with its regular process, including financial hardship forbearance. JFK EMS shall protect the privacy of its patients in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the regulations thereunder, including limiting disclosures to redacted information when necessary. Based on clinical evaluation, medical necessity, or patient refusal, some patients may not be transported.

5. OBLIGATIONS OF BOROUGH

The Borough shall keep JFK EMS apprised of any complaints or dissatisfaction by the Borough or its residents, so that JFK EMS may be certain it is maintaining a high standard of care and customer service and is meeting expectations. This enables JFK EMS to remedy potential problems before they become material. The Township shall pay JFK EMS \$84,000 for each one-year term, payable monthly at \$7,000 a month in advance. If necessary, the first and last month’s payments may be prorated.

The Township of Aberdeen shall be deemed the lead agency for purposes of this Agreement. As such, and in accordance with N.J.S.A. 26:2K-66 et seq., the Township shall report dispatch data to the State of New Jersey Department of Health, Office of EMS, and shall assist and cooperate with Alert in gathering data needed for JFK EMS, to comply with the law.

6. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party, including its officers, trustees, employees and agents, and its parent and affiliates, and their respective officers, trustees, employees and agents, against any and all claims, suits losses, damages, costs, attorneys fees, and expenses of the indemnifying party, or its officers, trustees, employees and agents, related to their duties under this Agreement.

7. INSURANCE

JFK EMS shall name the Borough of Matawan as an additional named insured, providing an annual copy of the declaration of insurance and proof of payment of the same. The minimum amount of insurance coverage is to be \$1,000,000 single limit general liability coverage.

**Borough of Matawan
Workshop Session
April 5, 2022**

8. TERMINATION

This agreement shall terminate in any of the following circumstances:

- a) Upon the expiration of the initial term, if no mutual extension is signed by both parties;*
- b) In the event JFK EMS is no longer licensed as an ambulance provider in New Jersey;*
- c) In the event JFK EMS is no longer participating in federal health care programs;*
- d) If the parties mutually agree to early termination in writing;*

If the Borough notifies JFK EMS in writing of a material breach of any term of this Agreement, and JFK EMS has not cured the breach or taken substantial efforts to cure the breach within 30 days, the Borough may terminate this Agreement with an additional 30-days advance-written notice of termination.

9. NOTICE

All notices hereunder shall be in writing and shall be deemed delivered as follows: (i) on the date of personally confirmed email transmission, if transmitted between 5:00 PM, prevailing Eastern time on a regular business day, and if not, then on the next following business day; or (ii) on the day of receipt for delivery the US Postal Service, or by recognized overnight courier service, with receipt confirmation.

All notices to the Borough shall be directed as follows:

*Borough of Matawan
201 Broad Street, Matawan, NJ 07747
Attention: Scott Carew, Borough Administrator
Email: scott.carew@matawanborough.com*

With a copy to:

*Pasquale Menna, Esq.
The Menna Law Firm, LLC
Revmont Park South
1161 Broad Street, Suite 112
Shrewsbury, NJ 07702
Email: pmenna@mennalaw.com*

All notices to Alert shall be directed as follows:

*Mark Bober, Director of EMS
JFK EMS
308 Talmadge Road
Edison, NJ 08817
Email: mark.bober@hackensackmeridian.org*

Either party, from time-to-time, may change, add to, delete and change the address of persons to whom notices are to be sent, by giving notice to the other party in the foregoing manner. Parties shall notify each other in advance if email addresses change. Notices from a party may be given by such party's attorney.

10. ENTIRE AGREEMENT

This Agreement, and the documents incorporated herein, constitute the entire agreement between the Borough and JFK EMS, and there are no other covenants, agreement, promises, terms, provisions, conditions, undertakings or understandings, either oral or written between them, concerning the Agreement, other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to the Agreement shall be binding upon the Borough and JFK EMS, unless in writing and signed by both the Borough and JFK EMS.

11. HEADINGS

The headings, captions, numbering system, etc. are inserted only as a matter of convenience, and may under no circumstances be considered in interpreting the provisions of this Agreement.

12. BINDING EFFECT

All of the provisions of this Agreement are hereby made binding upon the successors and assigns of the parties hereto. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and feminine, and vice-versa.

**Borough of Matawan
Workshop Session
April 5, 2022**

13. UNENFORCEABLE OR INAPPLICABLE PROVISIONS

If any provision hereof is, for any reason, unenforceable or inapplicable, the other provisions hereof will remain in full-force and effect, in the same manner as if such unenforceable or inapplicable provisions had never been contained herein, unless such unenforceable provisions materially affect any material covenants set forth herein, in which case the parties shall meet and renegotiate the terms. If within 30 days the parties are unable to agree on new terms, either party may terminate this Agreement on 30-days-notice.

14. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical. Electronic and emailed signatures shall be accepted as original signatures, for all purposes. If requested, original signature pages shall be forwarded by each party to the other, at the earliest practicable date following the exchange of electronic or emailed signatures.

15. APPLICABLE LAW

This Agreement shall be construed under and in accordance with the internal laws of the State of New Jersey, without giving effect to principles of conflicts of laws.

16. AUTHORITY

Each person executing this Agreement, by his or her execution hereof, represents and warrants that he or she is fully authorized to do so; however, the parties will cooperate in providing appropriate proof to the other party, of the authority of the signing person, to bind the party.

17. FURTHER ASSURANCES

In addition to the acts and covenants recited herein and contemplated to be performed by the Borough and JFK EMS, the Borough and JFK EMS agree to perform such other acts and to execute and deliver such other instruments and documents as either the Borough and JFK EMS, or their respective counsel, may reasonably request, in order to affect the intents and purposes of this Agreement.

18. THIRD-PARTY BENEFICIARY

The provisions of this Agreement are for the exclusive benefit of the Borough and JFK EMS hereto, and no other party shall have any right or claim against the Borough and JFK EMS, or either of them, by reason of those provisions, or be entitled to enforce any of those provisions against the Borough and JFK EMS hereto, or either of them, with the exception of the Township of Aberdeen, who has entered in a Shared Services Agreement with the Borough, in order to share services and reduce costs, by working together to provide for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage by JFK EMS.

19. ASSIGNMENT

Neither party shall unilaterally assign its rights or obligations under this Agreement.

IN WITNESS WHEREOF, the parties have hereinto set their hands and seals, this the 5th day of April, 2022.

Witnessed or attested by:

Borough of Matawan

(Signature on File)

(Signature on File)

Karen Wynne, Borough Clerk

By:

Mayor Joseph Altomonte

Witnessed or attested by:

JFK EMS

By: _____

Amie Thorton
Chief Hospital Executive
Hackensack Meridian Health JFK University Medical Center

**Borough of Matawan
Workshop Session
April 5, 2022**

**RESOLUTION 22-04-07
AWARD OF CONTRACT FOR THE SAPPHIRE LANE ROAD IMPROVEMENTS
IN ASSOCIATION WITH THE BOROUGH OF MATAWAN'S
2022 ROAD IMPROVEMENT PROGRAM
S. BROTHERS, INC.**

WHEREAS, the Borough of Matawan previously authorized the receipt of bids for Sapphire Lane Road Improvements; and

WHEREAS, pursuant to law the Borough of Matawan solicited bids for this Project; and

WHEREAS, the Borough of Matawan received two (2) bids for the aforesaid contract; and

WHEREAS, S. Brothers, Inc. has submitted a base bid in the amount of Ninety-Three Thousand, Seven Hundred Eight Dollars and Two Cents (\$93,708.02); and

WHEREAS, Terence Vogt of Remington & Vernick Engineers has reviewed, approved and recommended the bid of S. Brothers, Inc. for the aforesaid bid.

WHEREAS, Sapphire Lane Road Improvements funding is Borough of Matawan Bond Ordinance 22-02, including a grant expected to be received from the State Department of Transportation in the amount of \$150,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that the contract for the Sapphire Lane Road Improvements Project be and is hereby awarded to S. Brothers, Inc., PO Box 317, South River, New Jersey 08882, for the amount as indicated above and in accordance with all bid specifications, contracts and documents, commencing twenty (20) days after publication, and subject to certification by the Chief Financial Officer that funds are available, review and approval of bid documents by the Borough Attorney and approval of the New Jersey Department of Labor, Division of Wage and Hour Compliance, approval of the New Jersey Department of Transportation and the Mayor is hereby authorized to execute any necessary documents to implement the aforesaid award of contract, commencing twenty (20) days after publication.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Public Works as well as Remington & Vernick Engineers and S. Brothers, Inc.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, and State of New Jersey, do hereby certify that as of the date of this certification funds are available from the C-04-55-922-101 Budget of the Borough of Matawan to S. Brothers, Inc. (RVE File No. 1331-T-002) for the Borough of Matawan Sapphire Lane Road Improvements Project in an amount not to exceed Ninety-Three Thousand, Seven Hundred Eight Dollars and Two Cents (\$93,708.02).

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: April 5, 2022*

**Borough of Matawan
Workshop Session
April 5, 2022**



3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
O: (732) 955-8000
F: (732) 591-2815

March 23, 2022

Scott Carew, Borough Administrator
Borough of Matawan
201 Broad Street
Matawan, New Jersey 07747

**Re: Borough of Matawan
2021 NJDOT Sapphire Lane Road Improvements
Recommendation of Award
Our File: 1331-T-002**

Dear Mr. Ferrara:

On March 23, 2022, the Borough of Matawan received bids for the above referenced project. A tabulation of the bids is included for your review. The following bids have been received and reviewed by our office:

1. S. Brothers, Inc. South River, NJ	Base Bid Amount:	\$93,708.02
2. Black Rock Enterprises, LLC Old Bridge, NJ	Base Bid Amount:	\$121,326.39

Our review of the above referenced bids indicates that the totals from S. Brothers Inc. and Black Rock Enterprises, LLC are mathematically correct. The bids appear to contain all required documentation and, we believe, were properly executed in accordance with the requirements of the bid specifications.

Per review of the bid prices for the Base Bid by both bidders, we recommend that the Base Bid will be awarded to S. Brothers Inc. as low responsive bidder, in the amount of \$93,708.02. Our recommendation is contingent upon the Township Solicitor's review and monies available.

We are familiar with S. Brothers, Inc.'s work performance and find their work to be satisfactory.

Under separate cover, copies of the bids will be forwarded to the Solicitor for review and comment.

Should you have any questions regarding these bid results, please contact our Old Bridge office at (732) 955-8000.

Sincerely,
REMINGTON & VERNICK ENGINEERS

Terence M. Vogt, P.E., P.P., C.M.E.
Principal, Regional Manager

TMV/tg

www.rve.com

**RESOLUTION 22-04-08
AUTHORIZING THE AWARD OF CONTRACT UNDER
NON-FAIR & OPEN FOR THE BOROUGH OF MATAWAN
WATER TREATMENT AND DISTRIBUTION SYSTEM T3, W2 LICENSED OPERATOR
WATER RESOURCE MANAGEMENT, INC.**

***WHEREAS,** the Borough of Matawan has a need to acquire certain services as a non-fair and open contract pursuant to the provisions of NJSA 19:44A-20.5; and,*

***WHEREAS,** the Borough of Matawan has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,*

***WHEREAS,** the anticipated term of this contract is effective immediately, with said term to expire December 31, 2022; and*

**Borough of Matawan
Workshop Session
April 5, 2022**

***WHEREAS**, Water Resource Management has submitted a proposal indicating they will provide the service as T3, W2 Licensed Operator to the Borough of Matawan; and*

***WHEREAS**, Water Resource Management has completed and submitted a Business Entity Disclosure Certification which certifies that Water Resource Management has not made any reportable contributions to a political or candidate committee in the Borough of Matawan in the previous one year, and that the contract will prohibit Water Resource Management from making any reportable contributions through the term of the contract; and*

***WHEREAS**, the funding for said services shall be pending the certification of available funding from the Chief Financial Officer.*

***NOW THEREFORE, BE IT RESOLVED** that the Council of the Borough of Matawan that they hereby appoint the firm of Water Resource Management as the Borough’s T3, W2 Licensed Operator for the Borough of Matawan, effectively immediately, said term to expire December 31, 2022.*

***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 the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.*

***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 Water Resource Management.*

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification, this contract shall be dependent upon funds being encumbered by the Chief Financial Officer and appropriated for the contract purposes in the Budget for the year in which the goods/services are ordered prior to when a contract or purchase order issued.

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: April 5, 2022

**Borough of Matawan
Workshop Session
April 5, 2022**



March 21, 2022

Borough of Matawan
201 Broad Street
Matawan, New Jersey 07747

**Attn: Scott Carew, Borough Administrator
Superintendent**

**RE: Borough of Matawan
Proposal for Services
Water Treatment and Distribution System Licensed Operator**

Dear Mr. Carew:

Water Resource Management, Inc. (WRM) is pleased to provide you with this proposal for the responsibilities of Licensed Operator in Direct Responsible Charge for the following systems:

- NJ1329001: Borough of Matawan (T3, W2)

Scope of Work

1. Implement Licensed Operator coverage for no less than thirty-five (35) hours per week per the water & wastewater licensing act. WRM will make every attempt to reduce the hours to weekly site visits when the water treatment is off line and deactivated to save cost for the Borough of Matawan.
2. Develop an emergency call out schedule for WRM staff. This will include any additional support staff which may be needed to respond to an emergency, including back up licensed operators and compliance staff.
3. Complete all Monthly T Operating Reports, Quarterly Chlorine Disinfectant Reports, Water Diversion Reports and all normal recurring operational reports required by NJDEP.
4. Aid current staff in developing preventive maintenance programs and make recommendations on any additional repairs or improvements which are needed at the facility.
5. Review process control equipment and make recommendations as required with current operational standards and procedures.

6. Alternate Licensed Operation staff with no more than one license classification lower will be familiarized with the site to fulfill Licensed Operator duties on a requested basis. WRM staff will make regular site visits to remain familiar with the ongoing operation of the systems for quality assurance purposes. There will be no additional charge for this service.
7. Prepare documentation to respond to regulatory correspondence concerning the operations of the water treatment system.
8. Coordinate with your certified lab to perform all of the required lab analysis under your NJDEP current monitoring schedule. WRM will review all treatment system-related lab data to identify and quickly respond to any monitoring deficiency.
9. Prepare compliance scheduling for each system as required by all the regulatory agencies.
10. Coordinate with your existing staff to help improve additional training they may require.
11. Review the existing Operations, Maintenance and Emergency Manual and make recommendations and amendments as necessary.

A situation shall be considered overtime if a client-requested task does not fall into the scope of work listed above, or if the Operator is required to be on-site for more than 35 hours in a given work week. Situations will be deemed emergency where immediate attention is required to

**Borough of Matawan
Workshop Session
April 5, 2022**

Page 3
March 23, 2022
Borough of Matawan
Water Treatment and Distribution System Licesed Operations
Proposal for Services

ensure the safe and regular operation of the system, including but not limited to equipment failure, water or chemical discharges, and maximum contaminant limit (MCL) exceedances.

Additional Stipulations:

Water Resource Management, Inc. shall be held harmless of any fines or judgments assessed on these facilities due to unforeseeable circumstances beyond the control of our operations agreement, including but not limited to equipment failure, chemical releases caused by others, spills caused by others, lab errors, or weather-related incidents.

The above scope of work and pricing is based off a 12-month contract term. If the Borough desires contractual terms greater or less than 12-months, the pricing provided in this proposal will no longer be valid.

Sincerely,

Edward Vernick, P.E., C.M.E.
Water Resource Management, Inc.

cc: Alan Dittenhofer, PE, PP, CME, Principal
John Meier, Director of Operations

New Business

Mayor Altomonte read by title Resolution 22-04-09: The Borough of Matawan Authorizing Submission of Grant Application to the New Jersey Historic Trust – Restoration of the Burrowes Mansion Electric and Foundation. Councilman Cannon offered background information on the Application, and thanked Mr. Carew, Cathy Zavorskas, Kurtis Roinestad, and various other members of the Historical Sites Commission. Councilman Cannon made the motion, seconded by Councilman Ross. Mayor Altomonte requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Deana Gunn
Councilman Brian Livesey
Councilwoman Stephanie Buckel

**Borough of Matawan
Workshop Session
April 5, 2022**

Councilman Brett Cannon
Councilwoman Melanie S. Wang
Councilman Charlie Ross

Motion passed.

**RESOLUTION 22-04-09
THE BOROUGH OF MATAWAN
AUTHORIZING SUBMISSION OF GRANT APPLICATION TO THE NEW JERSEY HISTORIC TRUST
RESTORATION OF THE BURROWES MANSION ELECTRIC AND FOUNDATION**

WHEREAS, the Borough Council of Matawan, New Jersey desires to further historic preservation through a grant from the New Jersey Historic Trust, State of New Jersey in the amount of \$425,843.00 with \$212,922.00 in matched funds from the Borough of Matawan for the following project: Restoration work on the Burrowes Mansion electric and foundation.

NOW, THEREFORE, BE IT RESOLVED, the Governing Body authorizes Scott Carew, Borough Administrator, to sign the appropriate assurances and acknowledge the certification above, and if awarded a grant, to execute a grant agreement with the State in an amount up to that awarded for the proposed project, and to seal the grant agreement.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement and any other documents necessary in connection therewith.

Council President Livesey read by title Resolution 22-04-10: Authorizing Execution of Developer’s Agreement Between the Borough of Matawan and Thomas J. Knox for 97 Aberdeen Road, Block 64.02, Lot 7. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel. Council President Livesey requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Deana Gunn
Councilman Brian Livesey
Councilwoman Stephanie Buckel
Councilwoman Melanie S. Wang
Councilman Charlie Ross

Abstain: Councilman Brett Cannon

Motion passed.

**RESOLUTION 22-04-10
AUTHORIZING EXECUTION OF DEVELOPER’S AGREEMENT BETWEEN
THE BOROUGH OF MATAWAN AND THOMAS J. KNOX FOR
94 ABERDEEN ROAD - BLOCK 64.02, LOT 7**

WHEREAS, there is a need to have an Developer’s Agreement between the Borough of Matawan and Thomas J. Knox for the affects of all or a portion of real estate known as Block 64.02, Lot 7, located at 94 Aberdeen Road in the Borough of Matawan; and

WHEREAS, the Borough of Matawan and Thomas J. Knox have reached a satisfactory Developer’s Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Matawan that it hereby authorizes the execution of the attached Developer’s Agreement between the Borough of Matawan and Thomas J. Knox, and that the Council President 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, Construction, Finance, Public Works as well as the Borough Attorney, the Borough Engineer, the Planning Zoning Board Attorney, the Planning Zoning Board Engineer, Thomas J. Knox and Salvatore Alfieri, Esq.

**Borough of Matawan
Workshop Session
April 5, 2022**

DEVELOPER'S AGREEMENT

*THIS AGREEMENT, entered into this 5th day of April, 2022, between,
BOROUGH OF MATAWAN, a municipal corporation of the State of New Jersey, located in the County of Monmouth, with offices at 210 Broad Street, Matawan, New Jersey 07747;*

*Hereinafter referred to as "Borough";
AND*

***THOMAS J. KNOX**, whose address is 97 Aberdeen Road, Matawan, New Jersey;
Hereinafter referred to as "Developer";*

affects all or a portion of real estate known as: Block 64.02, Lot 7, located at 97 Aberdeen Road in the Borough of Matawan;

WHEREAS, the Developer made application to the Unified Planning and Zoning Board ("Unified Board") for approval for Five-Lot Preliminary and Final Major Subdivision and Bulk Variance Relief; and

WHEREAS, the Unified Board on January 7, 2019 granted Five-Lot Preliminary and Final Major Subdivision and Bulk Variance Relief as reflected on the map prepared by Richard Karl Heuser, PE & LS, entitled "Major Subdivision Plan" dated March 28, 2018, revised through August 15, 2018, consisting of 3 sheets, approved by the Unified Board ("Approved Plans"), and as may be subsequently revised or amended; and

WHEREAS, the Unified Board of the Borough of Matawan viewed various maps and presentations of the Applicant and granted approval subject to compliance by the Developer with certain terms and conditions and agrees to be bound by all responsibilities and obligations; and

WHEREAS, the Developer represents that it is the holder of the fee simple title to the property described on page 1, that the property is free and clear of all liens not subordinated to this Developer's Agreement, and that it has the authority to enter into this Agreement; and

WHEREAS, as a provision of the performance guarantee for improvements, the Developer and the Borough have agreed to enter into this Contract; and

WHEREAS, the approved major subdivision calls for certain improvements and the Developer has agreed to construct these improvements as shown on the submissions comprising the Developer's approved application, all of which are made a part of this Agreement by reference hereto as though fully set forth at length (hereinafter referred to as "plat").

NOW, THEREFORE, the parties to this Agreement for and in consideration of the mutual promises and covenants to each other made and for other good and valuable consideration, including the final major site plan approval by the Unified Board of the Borough of Matawan, hereby agree for themselves, their successors and assigns as follows:

1. Application of Agreement. The terms and conditions of this Agreement shall be applicable to the aforesaid property and all off tract improvements set forth herein, if any.

2. Developer/Owner Bound. The Developer/Owner agree to be bound by the testimony, representations, commitments, matters of fact and matters of law which constitute the file and record of the Unified Board of the Borough of Matawan in this matter and that it will faithfully discharge all of the obligations and commitments thereof.

3. Construction Subject to Ordinance. The Developer shall construct all improvements in accordance with the specifications of the Development Regulations of the Borough of Matawan as amended to date, except those amended regulations from which the Developer is protected by operation of N.J.S.A. 40:55D-52 in a manner satisfactory to the Borough Engineer and in accordance with the Approved Plans. The Developer shall perform all work in full compliance and observation of all ordinances of the Borough of Matawan. The Developer shall be responsible for securing all permits required by law including road opening permits and others required by the Ordinances of the Borough of Matawan and to pay the requisite fees called for under the appropriate fee schedules. After completing the construction of the improvements, the Borough shall be furnished with "as constructed" plans.

4. Performance Guarantees. Developer shall post with the Borough, performance guarantees in the amounts set forth by the Borough Engineer. Any partial reduction granted in the performance guarantee pursuant to N.J.S.A. 40:55D-53 shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee. In addition to all other performance guarantees, the Developer shall post performance guarantees to insure installation of all required plants for the

**Borough of Matawan
Workshop Session
April 5, 2022**

beautification of the project as shown on the approved plans in amounts determined by the Borough Engineer and Shade Tree Supervisor/Environmental Commission or Shade Tree Commission at the direction of the Borough Administrator.

5. Replacement Performance Bond. *In the event any performance guarantee should lapse, be cancelled or withdrawn, or otherwise not remain in full force and effect, the Developer, until an approved replacement performance guarantee has been deposited with the Borough, will cease and desist any and all work on the development, unless the required improvements under the approval, and the Developer's Agreement have been completed and approved by the Borough Engineer and Mayor and Council of Matawan. In the event any occupancy is taking place in any improvements in the development; such occupancy shall then be deemed illegal, shall cease and desist. The Developer shall be exclusively responsible for any relocation and housing costs for any individual removed as a result of any illegal occupancy and shall be responsible for the Municipality's costs and associated fees to enforce this provision.*

In the event that any insurance company, financial institution or other entity issuing a performance guarantee hereunder shall be subject to a reorganization, rehabilitation, other action whereby a State or Federal Agency has taken over management of the entity or if, in the reasonable opinion of the Governing Body, the circumstances and condition of the entity results in the Borough declaring that it feels its interests are jeopardized, within 90 days of such written notification, the Developer shall replace the performance guarantees. In the event requested by the Developer, the Borough shall adopt a Resolution conditionally releasing the jeopardized performance guarantees subject to the posting of satisfactory substitute guarantees.

6. Engineering Escrows and Legal Fees. *Developer shall pay engineering inspection fees by making an initial deposit of \$3,000.00 the anticipated inspection fees as follows: See Provisions of Paragraph #43. When the balance on deposit drops to 10% of the anticipated inspection fees, the Developer shall make additional deposits of 25% of the anticipated inspection fees. All payments shall be made to the Borough Clerk. Over and above any costs associated with filing fees, the Developer shall post additional post-approval escrow deposits in the amount of \$3,000.00 to cover the costs associated with the review of applications, both as to completeness and as to content; for the review and preparation of documents such as, but not limited to: drafting resolutions, ordinances, developer's agreements, and any necessary correspondence with Developer, Developer's professionals, the Borough of Matawan and/or its professional personnel including but not limited to the Borough Engineer. The professional personnel will bill the Developer at the same hourly rate and in the same manner as it bills the Borough of Matawan. Escrow posted, escrow deposits, and escrow fees are subject to compliance with N.J.S.A. 40:55D-52.*

Should any deposit monies be left over in escrow at the completion of the Project, a refund will be made to the Developer within thirty (30) business days of completion of said project. Alternatively, should there be a shortage of funds in escrow to cover the legal costs described herein; the Developer shall pay the additional amount as certified by the Borough Chief Financial Officer. Failure to replenish the deficiency in the Escrow Account shall be a basis for the denial of a C.O. for the units.

7. Building Permit. *In consideration of the execution of this Agreement, the posting of the guarantees as herein before required, and after complying with the terms and conditions of the Resolution of approval of the Matawan Unified Board with respect to this development, including but not limited to satisfaction of the conditions precedent for the issuance of a building permit, the Developer shall be entitled to final approval and furthermore shall be entitled to a building permit for this development after proper application has been made to the Construction Official of the Borough and subject to this Agreement in all laws, rules and regulations applicable to this development.*

8. Cross Access and Utility Easement. *Developer shall enter into a Cross Access and Utility Easement for the common driveway. As identified in Exhibit "A" attached herewith.*

9. Detention/Retention/Infiltration Basins. *The Developer shall install all Detention, Retention and/or Infiltration Basins as shown on the Approved Plans, subject to the approval of the Borough Engineer.*

10. Bayshore Regional Sewerage Authority Fees. *Developer agrees that prior to the execution of any maps by the Borough or issuance of any building permits; all required fees are to be paid to the BRSA prior to construction start-up. The Developer shall provide proof of such payment to the Borough, and copies of the Bayshore Regional Sewerage Authority approvals.*

11. Withholding Permits/Certificates of Occupancy. *Developer understands and agrees that in the event it is in violation of any of the terms of this Agreement, the Borough may, in its discretion, withhold the issuance of any further Building Permits and/or Certificates of occupancy related to the Developer's project until the violation has been corrected.*

12. Assignment/Sale of Premises. *If the subdivision project or any part of same is sold, or otherwise conveyed by the Developer to another Developer prior to the installation of all improvements*

**Borough of Matawan
Workshop Session
April 5, 2022**

aforesaid, new security (Bonds/Letters of Credit and Developer's Agreements) shall be required from the new Developer. The Developer shall obtain same prior to or simultaneously with the transfer of the interest to the Assignee and provide proof of same to the Board Engineer.

13. Records. *The Borough Engineer shall keep records of inspections and release reviews and the costs thereof and upon the Developer's written request, said records shall be made available for inspection by the Developer or its representatives not more than quarterly during the regular business hours of the Borough Engineer.*

14. Record Drawings. *The Developer shall provide record drawings of all improvements and utilities, including water, sanitary sewer and storm drainage as constructed by the Developer both within its development site and off-tract, if required. Said record drawings shall be in conformance with applicable Borough standards and shall be both in hard copy and on disc. A final survey of each lot must be submitted at the time of request for a Certificate of Occupancy.*

15. Maintenance of Project. *During the course of construction and until continuing after occupancy, Developer shall:*

(1) *keep the site free of dirt, stone, mud and other debris and*

(2) *maintain and keep all storm drainage within the site free from accumulation of debris and leaves. "Final Acceptance" of improvements for the purpose of this provision is deemed to be the date upon which the improvements are accepted as complete by the Borough and the final maintenance guarantees for the same are posted with the Borough. Said maintenance guarantees shall be posted with the Borough for a period of not less than two (2) years in an amount not less than fifteen percent (15%) of the cost of said improvements.*

16. Water Hydrant/Snow Plowing. *The Developer shall maintain and repair all of the improvements within the development. In addition, the Developer shall provide and pay for all water hydrant, if any, and/or snow plowing services, which are necessary within the development. In the event that the Developer fails to pay for required fees for water hydrant and/or snow plowing services, then it is agreed that after ten (10) days written notice by the Borough to the Developer, the Borough may withdraw from the cash portion of the performance guarantee(s) such funds as are necessary to reimburse the agency supplying such service, and to continue to make such payments as necessary from said funds in order to ensure continued water and/or snow plowing services. In addition, any amount so expended from the cash portion of the performance guarantee(s) shall be immediately replaced by the Developer in accordance with the terms of this Agreement.*

17. Lighting. *The Developer shall maintain and repair all of the lighting improvements within the Project. If the Project pursuant to P.L. 1975, c.291 (C.40:55D-53.6 et seq.) requires the installation of street lighting on a dedicated public street connected to a public utility, then upon notification in writing by the Developer to the Borough Council that (1) the street lighting on a dedicated public street has been installed and accepted for service by the public utility and (2) that certificates of occupancy have been issued for at least 50% of the dwelling units and 50% of the floor area of the nonresidential uses on the dedicated public street or portion thereof pursuant to section 29 of P.L. 1975, c.291 (C.40:55D-38), the Borough shall, within thirty (30) days following receipt of the notification, make appropriate arrangements with the public utility for, and assume the payment of, the costs of the street lighting on the dedicated public street on a continuing basis. Compliance with this paragraph shall not be deemed to constitute acceptance of the street by the Borough.*

18. Voluntary Payments. *The Developer hereby specifically and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. The Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and is undertaking them voluntarily.*

19. Release of Maps. *Any payments, posting of bonds or other financial obligation required to be performed by the Developer in this Agreement, unless specifically set forth otherwise, shall be done and/or performed prior to the release of final subdivision maps for filing with the Clerk of Monmouth County and prior to the signing of any subdivision maps.*

20. Hold Harmless from Defects. *For a period of two (2) years after the acceptance of the improvements by the Borough, the Developer agrees to hold the Borough harmless from any defects of workmanship or materials.*

21. Acceptance of Open Space. *Notwithstanding the recording of any final subdivision map, the Developer specifically acknowledges and understands that the Borough has not, with the release of any maps or executions of this Agreement or any other document, accepted any improvement or title to any open spaces proposed in the subject subdivision which acceptance can only be accomplished by separate resolution of the Mayor and Council.*

**Borough of Matawan
Workshop Session
April 5, 2022**

22. Conditions of Approval. The Developer shall also comply with the following terms and conditions prescribed by the Borough of Matawan in connection with final approval of said plat:

(a) Compliance with all requirements of all Ordinances of the Borough of Matawan not affected by N.J.S.A. 40:55D-52 and all proper recommendations of the Borough Engineer and the Borough Board of Health.

(b) All recommendations, conditions and requirements of the Monmouth County Planning Board shall be complied with and the Developer shall pay all costs of improvements, if any, as may be required by said Monmouth County Planning Board including the posting of any bonds by the aforesaid County of Monmouth.

(c) Developer shall post satisfactory performance bonds to guarantee the installation of such improvements as may be required by Monmouth County, if any.

(d) New Jersey Department of Environmental Protection approval of wetlands and buffer delineations, and any other permits, if applicable.

(e) Approval of Bayshore Regional Sewerage Authority.

(f) Subject to all reports of the Borough Engineer dated August 21, 2018.

(g) Subject to compliance with all other municipal, county, state and federal regulations, including the New Jersey Department of Transportation and obtaining all necessary approvals prior to the commencement of construction.

23. Recording of this Agreement. Developer grants permission for this Agreement to be recorded in the Monmouth County Clerk's Office, at the Developer's expense, and remain on record until it has complied with the obligations herein at which time the governing body shall adopt a Resolution authorizing the execution of a Release and Satisfaction of Developer's Agreement in recordable form. Notwithstanding the recording of any final subdivision map, the Developer specifically acknowledges and understands that the Borough has not, with the release of any maps or executions of this Agreement or any other document, accepted any improvement or title to any open spaces proposed in the subject subdivision which acceptance can only be accomplished by separate resolution of the Mayor and Council.

24. Deeds and Supporting Documents. If any dedication or easement is required Developer shall provide to the Borough with such documents, including but not limited to Deeds, Affidavit of Title and a letter or certificate from a title insurance company which certifies that Grantor is the fee owner of the property and has the ability to transfer the interest conveyed without encumbrances, as are necessary to convey a valid and marketable easement(s) or fee title, as the case may be, to such dedications of property or easements as revealed on the plat. All Dedications or Easements to the Borough will only be effective upon issuance of a Resolution of Description of those Easements or Dedidcations.

25. Project Entrances/Exits. The Developer shall be responsible for the cleaning and sweeping of public roadways at the point of entrance to and exit from the Project to avoid the accumulation of debris and to maintain the public roadways in a clean and safe condition. In addition, as the first Certificate of Occupancy is issued within the Project, the foregoing standard applicable to public roadways shall also become applicable to internal roadways. In the event that the Developer fails to maintain the roadways in accordance with the foregoing standard, the Borough may cause same to be done and the Superintendent Public Works shall certify the Borough's expense in connection therewith to the Borough Treasurer and the Borough Tax Collector. Said amount shall constitute a lien upon the premises, and permission is hereby given that such lien may be shown on municipal certificates of lien issued for the subject property by officials and/or employees of the Borough.

26. Compliance with Applicable Laws. Other than those laws and regulations not applicable by reason of N.J.S.A. 40:55D-52 the Developer shall comply with all laws and regulations of the State of New Jersey, County of Monouth by the municipality. Additionally, Developer shall comply with all the recommendations of the Borough Engineer, the Monmouth County Planning Board and any other agency having jurisdiction over the project. In the event that the Developer fails to maintain the roadways in accordance with the foregoing standard, the Borough may cause same to be done and the Superintendent of the Department of Public Works shall certify the Borough's expense in connection therewith to the Borough Treasurer and the Borough Tax Collector. Said amount shall constitute a lien upon the premises, and permission is hereby given that such lien may be shown on municipal certificates of lien issued for the subject property by officials and/or employees of the Borough.

27. Litigation and Attorney's Fees. In the event the Borough is involved in any litigation, or other similar action, whether initiated by the Borough or by others, which action relates in any way to the terms of this Agreement or the Developer's performance hereunder in which litigation the instituting party prevails, the Developer agrees to pay/reimburse the Borough for all costs and expenses, including reasonable attorney's fees and expert witness fees. This shall not apply to any actions or litigation filed against the Borough where the litigation is attributable to wrongful conduct on the part of itself, its agents or employees.

**Borough of Matawan
Workshop Session
April 5, 2022**

28. **Borough Observation and Inspections.** *The Borough, its consultants, employees and agents shall be given free access to observe construction of roads, sanitary sewers, water mains, storm sewers, landscaping for buffer areas and appurtenances associated with the approved plans. The purpose of such observations shall be to assure that such improvements will be constructed in accordance with the Developer's approved submittals. The Borough or its representatives, consultants, employees or agents shall not supervise, direct or have control over the Developer's work during such observations or as a result thereof, nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer, for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer hereby expressly agrees to indemnify and hold harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the Borough, its representatives, consultants, employees and agents in the event that the Borough, its representatives, consultants, employees and agents is named as a defendant in an action concerning the performance of work pursuant to this Agreement. The Developer is not an agent or employee of the Borough.*

29. **Indemnification and Attorney's Fees.** *Developer agrees to indemnify and hold the Borough, its officials, officers, agents, servants, representatives, employees, the Borough Engineer and its employees, harmless from and against any claim, liability, cost or expense of every kind and nature arising from Developer's performance of the Developer's obligations pursuant to this Agreement, the failure by Developer to perform such obligations, any action or failure to act by the Developer with respect to the development to which this Agreement is applicable or in connection with any allegation of any of the foregoing. Such indemnification and/or hold harmless obligation shall extend not only to any damages but to costs and expenses of litigation, including but not limited to expenses and fees in connection with the utilization of any fact or expert witnesses as well as reasonable attorney fees. When requested by the Borough, the Developer agrees to aid and/or defend the Borough, its officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action relating to activities or obligations of the Developer arising under this Agreement or in connection with the development to which this Agreement applies.*

30. **Severability.** *If any terms or conditions are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.*

31. **Interpretation of Law.** *This Agreement shall be interpreted under and governed by the laws of the State of New Jersey.*

32. **Notice to Arborist and Pre-Construction Meeting.** *The Developer shall provide forty-eight (48) hours notice to the Borough Engineer and Borough Arborist prior to any clearing, grading, construction or tree removal at the site. The Developer shall utilize a fence to protect those areas, which will remain undisturbed throughout the construction. In addition, there shall be a pre-construction meeting with the Borough Engineer prior to the commencement of any construction affecting public improvements.*

33. **Ownership/Individuals.** *The Developer shall provide to the Borough Clerk a list setting forth the name and address of the individuals and/or entities each having an interest of ten (10%) percent or more in this development and hereby certifies the correctness of that list. The Developer further agrees that it will provide the Borough with any changes in this list in writing within thirty (30) days of the date of such occurrence. (Developer will have 100% interest in the development.)*

34. **No Convictions.** *The Developer herein represents that neither the Developer nor any person owning 5% or more of the stock or equity interest in the Developer's business has not been convicted of an offense under N.J.S.A. 2C:27-2; 2C:27-4; 2C:27-6 and 2C:27-7; N.J.S.A. 2C:29-4; 2C:30-2 and 2C:30-3. This representation is made pursuant to P.L. 1981, CH. 356.*

35. **Notices.** *All notices required or permitted under this Agreement shall be in writing by certified mail, return receipt requested, to the addresses set forth herein or as otherwise designated by the parties in writing.*

36. **Successors.** *This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.*

37. **Insurance Coverage.** *Liability insurance coverage in the amount of \$1,000,000.00 shall be provided to the Borough. The policy shall indicate Matawan Borough and T&M Associates as additional insured with respect to their interest in work performed by the above named insured at the above-named project. It shall indemnify the Borough, its elected and appointed officials and employees and T&M Associates and its employees.*

**Borough of Matawan
Workshop Session
April 5, 2022**

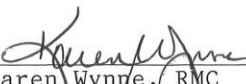
38. *The Developer shall pay all taxes, escrows and fees due to the Borough of Matawan.*
39. *The Developer shall revise the plans to comply with the adopted recommendations of the Najarian Associates review letter of August 21, 2018.*
40. *The Fire Marshall shall approve the final plans for fire safety prior to the issuance of building permits.*
41. *All buildings on site shall be fully sprinkled according to the State Fire Code.*
42. *The Developer shall grant Title 39 Dedication to the Borough to enforce traffic regulations as well as the prohibition on the parking of commercial vehicles in the development overnight.*
43. *Developer shall post a Performance Bond acceptable by the Borough Attorney in the amount of \$11,302.20 [90% Bond portion], a check in the amount of \$1,255.80 [10% cash portion] and Initial Inspection Fee deposit in the amount of \$8,736.00 pursuant to the performance bond estimates submitted by T&M Associates. The Inspection fees shall be augmented pursuant to the methodology set forth in the within Agreement.*
44. *The parties shall cooperate with respect to the application to be submitted for the NJ DEP Treatment Works Application Approval.*
45. *The Developer shall impose ADA regulations regarding parking and accessibility throughout the site in compliance with ADA regulations.*
46. *For purposes of the within Agreement, the Borough Engineer referenced in the within agreement shall mean the firm of T&M Associates unless a substitution is made by Mayor and Council.*
47. *The Developer and successors in interest shall be responsible for the maintenance and upkeep of all improvements, including drainage, open space, sidewalks and roadways in the development as well as instituting a plan for recycling and solid waste pickup.*

IN WITNESS WHEREOF, the Developer has hereunto caused these presents to be signed by its proper authorized parties and has caused its proper seals, if any, to be affixed hereto. The Borough of Matawan has caused this instrument to be signed by its Mayor and attested by its Clerk and does cause its proper corporate seal to be affixed as of the date and year first above written.


**Borough of Matawan
Workshop Session
April 5, 2022**

ATTEST:

Borough of Matawan



Karen Wynne, RMC
Borough Clerk

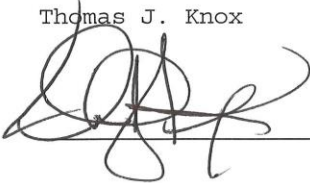


Council President Brian Livesey

WITNESS:

Thomas J. Knox





**SALVATORE ALFIERI
ATTORNEY AT LAW OF N.J.**

**Borough of Matawan
Workshop Session
April 5, 2022**

ACKNOWLEDGMENT

STATE OF NEW JERSEY

SS.:

COUNTY OF MONMOUTH

I CERTIFY that Karen Wynne, Borough Clerk

personally came before me and acknowledged under oath, to my satisfaction, that:

- a. this person is the Clerk of the Borough of Matawan, the entity named in this document;
- b. this person is the attesting witness to the signing of this document by the proper corporate officer who is Brian Livesey, Council President of the Borough of Matawan;
- c. this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Governing Body of the Borough of Matawan;
- d. this person knows the proper seal of the corporation which was affixed to this document; and
- e. this person signed this proof to attest to the truth of these facts.

Signed and sworn to before
me on


Karen Wynne, RMC
Borough Clerk


Robin Klinger
Notary Public



**Borough of Matawan
Workshop Session
April 5, 2022**

STATE OF NEW JERSEY, COUNTY OF MONMOUTH

SS.:

I certify that on February 23, 2022, Thomas J. Knox personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument; and
- (b) executed this instrument as the act of the entity named in this instrument.



Notary Public

**SALVATORE ALFIERI
ATTORNEY AT LAW OF N.J.**

**Borough of Matawan
Workshop Session
April 5, 2022**

Mayor Altomonte read by title Resolution 22-04-11: Authorizing the Promotion to Full-Time Annual Executive Assistant – Robin Klinger. Councilwoman Gunn made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 22-04-11
AUTHORIZING THE PROMOTION TO
FULL-TIME ANNUAL EXECUTIVE ASSISTANT
ROBIN KLINGER**

WHEREAS, recent personnel restructuring, previously approved by Council, presented the opportunity of Full-Time Annual Executive Assistant within the Borough of Matawan; and

WHEREAS, Robin Klinger, is qualified for the position to fill this need in the Borough of Matawan.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan authorizes the promotion of Robin Klinger as Full-Time Annual Executive Assistant, effective April 1, 2022, at the authorized rate of compensation of Forty-Five Thousand Dollars and No Cents (\$45,000.00) per annum.

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

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification, funds are available from Various Department's 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: April 5, 2022

Mayor Altomonte read by title Resolution 22-04-12: Authorizing the Appointment of Full-Time Annual Fire Prevention Office Assistant – Lynn Kramer. Councilman Cannon asked for clarification and Mr. Carew explained the recent moves that have occurred within the building. Councilwoman Gunn made the motion, seconded by Councilman Cannon. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 22-04-12
AUTHORIZING THE APPOINTMENT OF FULL-TIME ANNUAL
FIRE PREVENTION OFFICE ASSISTANT
LYNN KRAMER**

WHEREAS, recent adoption of a Shared Services Agreement with the Township of Aberdeen for Construction and Zoning Departments Services and Personnel, as well as personnel restructuring, previously approved by Council, will present a lateral move and the appointment of a Full-Time Annual Fire Prevention Office Assistant; and

WHEREAS, Lynn Kramer, is qualified for the position to fill this need in the Borough of Matawan.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan authorizes the appointment of Lynn Kramer as Full-Time Annual Fire Prevention Office Assistant, effective April 1, 2022, at her current authorized rate of compensation of Fifty-Nine Thousand, One Hundred Nine Dollars and Ninety-Six Cents (\$59,109.96) per annum.

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

**Borough of Matawan
Workshop Session
April 5, 2022**

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification, funds are available from the 2-01-25-265-180 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: April 5, 2022

Mayor Altomonte read by title Resolution 22-04-13: Borough of Matawan Construction/Zoning Staff Status. Councilwoman Gunn made the motion, seconded by Councilman Livesey. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

***RESOLUTION 22-04-13
BOROUGH OF MATAWAN CONSTRUCTION/ZONING STAFF STATUS***

WHEREAS, recent adoption of Resolution 22-03-04 Authorized a Shared Services Agreement Between the Borough of Matawan and the Township of Aberdeen for Shared Construction and Zoning Department Services and Personnel; and

WHEREAS, as the Agreement is effective April 1, 2022, it is necessary to document the status of the Construction/Zoning Staff as follows:

- *John Quinn, Robert Debold, Kenneth Marr, Jr., Annemarie McCarty, and Richard Riopel terminate employment with the Borough of Matawan as of March 31, 2022 and are assigned to the Township of Aberdeen under the Shared Services Agreement effective April 1, 2022.*

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan do hereby recognize and thank these employees for the years of service and outstanding performance of their duties.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll as well as John Quinn, Robert Debold, Kenneth Marr, Jr., Annemarie McCarty, Richard Riopel, and the Township of Aberdeen.

Mayor Altomonte read by title Resolution 22-04-14: Emergency Temporary Appropriation. Councilwoman Gunn made the motion, seconded by Councilman Ross. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

***RESOLUTION 22-04-14
EMERGENCY TEMPORARY APPROPRIATION***

WHEREAS, emergent conditions have arisen with respect to the payment of bills in a number of accounts and no adequate provision has been made in a 2022 temporary budget for the aforesaid purposes; and

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

WHEREAS, the total emergency temporary resolutions adopted in the year 2022 pursuant to the provisions of Chapter 96, PL 1951 (NJSA 40A:4-20) including this resolution total \$8,107,276.76.

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

1. *An emergency temporary appropriation be and the same is hereby made for the purposes stipulated in the attached list.*
2. *That said emergency temporary appropriations will be provided for in the 2022 budget under the appropriate titles.*

**Borough of Matawan
Workshop Session
April 5, 2022**

3. *That one certified copy of this resolution be filed with the Director of Local Government Services.*

BE IT FURTHER RESOLVED, that the amount required by Statue for the payment of 2022 County, and Local School District Taxes, which are not included in this temporary budget, shall be paid as and when due.

2022 Temporary Budget-for April 5, 2022 Meeting

	Salary & Wages	Other Expenses
GENERAL ADMIN	12,000.00	5,000.00
MAYOR & COUNCIL		500.00
MUNI CLERK	6,000.00	
FINANCE	7,200.00	
AUDIT		
TAX COLLECTOR	4,200.00	
TAX ASSES	5,000.00	
LEGAL SERVICES		
ENGINEERING		
DOWNTOWN REDEV		
HISTORICAL SITES		
PLAN/ZONING BD	745.00	2,000.00
CONSTR OFFICIAL		
PROP MAINT		
OTHER INSURANCE OTHER EXP		
INSURANCE-WORKERS COMP		
HOSPITALIZATION	160,000.00	
POLICE	100,000.00	100,000.00
EMERGENCY 911		
OEM		
VOL 1ST AID SQUAD		
FIRE PREVENTION	7,500.00	500.00
FIRE		10,000.00
FIRE-AID TO DEPARTMENT		
STREETS & ROADS		7,500.00
RR PARKING		2,500.00
SHADE TREE COMM	100.00	
SOLID WASTE COLL	300.00	
PUBLIC BLDGS	1,700.00	10,000.00
VEHICLE MAINT		7,000.00
BD OF HEALTH	200.00	
ENVIRON COMM		
RECREATION	1,990.00	5,000.00
FREE PUBLIC LIBRARY		7,000.00
ACCUM SICK LEAVE		
STREET LIGHTING		10,000.00
UTILITIES		39,500.00
PERS		235,063.00
OASI		7,500.00
P/F RETIREMENT		897,763.00
LOSAP		
MUNICIPAL COURT	2,000.00	
PUBLIC DEFENDER		
CAPITAL IMPROVEMENT FUND		

**Borough of Matawan
Workshop Session
April 5, 2022**

PAYMENT OF BOND PRINCIPAL			
MCIA LEASE PRINCIPAL			
PAYMENT OF BANS			
INTEREST ON BONDS			
MCIA LEASE INTEREST			
INTEREST ON NOTES			
GREEN TRUST LOAN			
SPECIAL EMERGENCY			
TOTAL TEMPORARY EMERGENCY APPROPRIATIONS	308,935.00	1,346,826.00	
		1,655,761.00	5,494,028.18
WATER SEWER UTILITY			
OPERATING	60,000.00	60,000.00	
BULK WATER PURCHASE/ACQUISITION OF WATER			
BAYSHORE REGIONAL SEWERAGE AUTHORITY			
PAYMENT ON BOND PRINCIPAL			
PERS		58,766.00	
BANS			
INTEREST ON BONDS			
INTEREST ON NOTES			
WATER-SEWER REHAB LOAN			
WASTEWATER LOAN			
SOCIAL SECURITY		5,000.00	
SUBTOTAL	60,000.00	123,766.00	
TOTAL WATER SEWER UTILITY TEMPORARY EMERGENCY APPROPRIATIONS		183,766.00	2,613,248.58
			8,107,276.76

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

Mayor Altomonte read by title Resolution 22-04-15: Payment of Bills. Councilwoman Gunn made the motion, seconded by Councilman Ross. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 22-04-15
PAYMENT OF BILLS**

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

Current	\$1,972,189.63
Water/Sewer	\$77,954.34
Borough Capital	\$13,831.50
Water Capital	\$495.00
Grant	\$1,527.77
Borough Trust	\$25,799.20
Developers Escrow Account	\$2,613.44
Dog Tax Trust	\$108.60
Total	\$2,094,519.48

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

**Borough of Matawan
Workshop Session
April 5, 2022**

Privilege of the Floor

Mayor Altomonte opened the Privilege of the Floor.

Joe Basso, 16 Edgemere Drive, Matawan. Mr. Basso thanked Chief Falco and the Members of the Borough of Matawan Police Department for their assistance with his wife and their response to his 911 calls citing one Officer who responded the past two times noting the Officer came fully prepared to assist. Mr. Basso requested the Officer receive a commendation for his service to the Basso family. He wished everyone a Happy Easter and Happy Passover. He then offered his congratulations to Councilman Ross and Councilwoman Wang wishing them much success in their positions.

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

Adjourn to Executive Session

Mayor Altomonte requested a motion to adjourn to Executive Session. Councilwoman Gunn made the motion, seconded by Councilman Livesey. Mr. Menna announced the purpose of the Executive Session is to discuss litigation. No formal action will be taken. This meeting is not open to the public. Council agreed. Motion passed.

Meeting adjourned at 7:25 PM.

Karen Wynne

Karen Wynne, RMC
Municipal Clerk