

**Agenda  
Borough of Matawan  
Public Session  
November 12, 2024  
7:00 PM**

1. Opening Statement
2. Roll Call
3. Salute to the Flag
4. Moment of Silence
5. Privilege of the Floor for Agenda Items Only
6. Discussion Item(s)
  - Best Practices Inventory

**7. Old Business**

Ordinance 24-26: Bond Ordinance of the Borough of Matawan Amending and Supplementing Bond Ordinance No. 24-14 Finally Adopted on June 18, 2024 to Amend the List of Projects Referenced Therein, and to Appropriate an Additional \$988,000 for Improvements to Crescent Place, and to Authorize the Issuance of an Additional \$940,000 Bonds or Notes of the Borough to Finance the Cost Thereof

**8. Consent Agenda**

Resolution 24-11-01: Qualified for Credit Under the LOSAP Program for the Year 2023 – Fire Department

Resolution 24-11-02: Authorizing the Temporary Waiver of Noise Control Regulations the Friday After Thanksgiving for Recycling Pickup

Resolution 24-11-03: Authorization to Connect to the Borough of Matawan Sanitary Sewer System – Western Monmouth Utilities Authority – Orchard Parkway, LLC – Township of Marlboro – Block 115, Lots 25 And 26

Resolution 24-11-04: Release of Cash Bond in Association With Film Permit – Delta Films, LLC

Resolution 24-11-05: Authorizing the Release of Escrow Funds in Association With an Application for In-Ground Swimming Pool – 36 Danemar Drive – Block 47.02, Lot 79

Resolution 24-11-06: Authorizing Emergency Purchase of Communication Equipment for the Matawan Borough Fire Department Under N.J.S.A. 40A:11-6

Resolution 24-11-07: Authorizing the Purchase of One (1) 2024 Dodge Durango Police AWD Vehicle for the Borough of Matawan Police Department

Resolution 24-11-08: Authorizing the Purchase of One (1) 2025 Ford Police Interceptor (PIU) Vehicle for the Borough of Matawan Police Department

Resolution 24-11-09: Authorization to Execute 2025 SCAT Agreement

Resolution 24-11-10: Award of Contract for NJDOT FY23 Crescent Place Road Improvements – 2022 Road Improvement Program – S. Brothers, Inc.

Resolution 24-11-11: Authorizing the Appointment of Acting Deputy Clerk Raquel Roche

Resolution 24-11-12: Authorizing the Hiring of Full-Time Field Technician With the Borough of Matawan Department of Public Works Christopher Piccillo

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- Resolution 24-11-13: Authorizing Stipends for 2023 and 2024 Elections
- Resolution 24-11-14: Resolution Authorizing the Insertion of Special Items of Revenues and Appropriations in the 2023 Municipal Budget Pursuant to N.J.S.A. 40A:4-87 – 2024 Bayshore DWI Saturation Patrol Grant No. AI-24-45-04-16
- Resolution 24-11-15: Resolution Authorizing the Insertion of Special Items of Revenues and Appropriations in the 2023 Municipal Budget Pursuant to N.J.S.A. 40A:4-87 – 2024 Distracted Driving Enforcement Patrol Grant No. DD-24-45-01-12
- Resolution 24-11-16: Resolution Authorizing the Insertion of Special Items of Revenues and Appropriations in the 2023 Municipal Budget Pursuant to N.J.S.A. 40A:4-87 – 2025 Distracted Driving Enforcement Patrol Grant No. DD-25-45-01-10

**9. New Business**

- Resolution 24-11-17: A Resolution of the Borough of Matawan Authorizing the Borough of Matawan to Join the ACR Health Insurance Fund
- Resolution 24-11-18: Authorizing the Borough of Matawan to Enter Into a Settlement Agreement With 160 Main, LLC Regarding the Property Located at 160 Main Street
- Resolution 24-11-19: Authorizing Execution of Employment Agreement Between the Borough of Matawan and Borough Administrator Ryan L. Michelson
- Resolution 24-11-20: Authorizing the Transfer of Funds From Current and Utility Accounts in the 2024 Budget
- Ordinance 24-27: Amending Ordinance 24-06: 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
- Resolution 24-11-21: Payment of Bills

**10. Privilege of the Floor**

**11. Adjourn**

## ORDINANCE 24-26

### **BOND ORDINANCE OF THE BOROUGH OF MATAWAN AMENDING AND SUPPLEMENTING BOND ORDINANCE NO. 24-14 FINALLY ADOPTED ON JUNE 18, 2024 TO AMEND THE LIST OF PROJECTS REFERENCED THEREIN, AND TO APPROPRIATE AN ADDITIONAL \$988,000 FOR IMPROVEMENTS TO CRESCENT PLACE, AND TO AUTHORIZE THE ISSUANCE OF AN ADDITIONAL \$940,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF**

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

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by of the Borough of Matawan, a municipal corporation of the State of New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3 of this bond ordinance, there is hereby appropriated the sum of \$988,000 (such sum being in addition to the \$2,477,000 appropriated in Section 1 of Bond Ordinance No. 24-14 finally adopted on June 18, 2024 and hereinafter referred to as the "Prior Ordinance"), including , and the sum of \$48,000 as the required additional down payment for the improvements or purposes required by the Local Bond Law (in addition to the down payment funds allocated in Section 1 of the Prior Ordinance). The down payment is now available by virtue of the provision for a down payment.

Section 2. In order to finance the cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of \$940,000 (such sum being in addition to the \$2,356,500 authorized in Section 2 of the Prior Ordinance) pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. Section 3 of the Prior Ordinance is hereby amended to read as follows:

"Section 3. The improvements or purposes hereby authorized for which bonds or notes are to be issued, the estimated cost of each improvement or purpose and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement or purpose, and the period of usefulness of each improvement or purpose are as follows:

(a) Planning, design and resurfacing improvements for various streets throughout the Borough, including, but not limited to, improvements for Crescent Place (including underdrain improvements), Claire Court, Washington Avenue, Oak Knoll Drive, and Crestwood Road (as set forth in greater detail in the plans and specifications on file the Borough offices), and all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$2,050,000 (including a grant in the amount of \$329,140 expected to be received from the State of New Jersey Dept. of Transportation to be used for Crescent Place)	\$1,951,000	5 years

(b) Various capital improvements for Burrowes Mansion, including but not limited to electrical system improvements and historical preservation improvements, and all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$295,000 (including 2 grants in the amount of \$33,964 and \$149,377, respectively, from the State of New Jersey Historic Preservation Fund)	\$280,500	20 years

(c) Various capital improvements for Borough Hall, including but not limited to, flooring improvements, server and meeting room A/V improvements, and all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$140,000	\$133,000	5 years

(d) Demolition and site maintenance work for the old Police Building, and all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$380,000	\$361,500	5 years

(e) Purchase of the land located at 883 Highway 34, Matawan Borough, Monmouth County, NJ 07747 (Block/Lot: 29/57).

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$400,000 (including a grant in the amount of \$180,000 expected to be received from the County of Monmouth)	\$380,500	30 years

(f) HVAC improvements for the gymnasium at the Matawan Municipal Community Center, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$100,000	\$95,000	15 years

(g) Various capital improvements for the Department of Public Works yard facility, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$100,000	\$95,000	10 years

**TOTAL  
APPROPRIATION**

\$3,465,000

**TOTAL BOND  
AUTHORIZATION**

\$3,296,500

**AVERAGE PERIOD  
OF USEFULNESS**

9.77 years”.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the bond anticipation notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell a part, or all, of the bond anticipation notes from time to time at public or private sale, and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest, if any, from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale of bond anticipation notes issued pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose described in Section 3 of this bond ordinance, computed on the basis of the amount of obligations authorized for the improvement or purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 9.77 years. Since this bond ordinance is amending a section of a multipurpose bond ordinance, the average period of usefulness set forth in the Prior Ordinance is hereby amended to also read “9.77 years”.

(c) An aggregate amount not exceeding \$175,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost of the improvement or purpose set forth in Section 3 of this bond ordinance. The Prior Ordinance is further hereby amended to make same consistent with this Section 6(c).

(d) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and submitted to the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough is increased by \$940,000 (the amount of the authorization of the additional obligations provided for in this bond ordinance). The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

Section 7. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 8. This bond ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the improvements described in Section 3 hereof prior to the date that the Borough incurs debt obligations under this bond ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of bonds or notes expected to be issued for payment of the costs of the Improvements is \$940,000 (in addition to the sum set forth in the Prior Ordinance for such purpose)

Section 9. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduced: October 15, 2024  
Passed: October 15, 2024  
Adopted:

\_\_\_\_\_  
Honorable Joseph Altomonte, Mayor

#### CERTIFICATION OF ORDINANCE

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, and State of New Jersey, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Council of the Borough of Matawan on \_\_\_\_\_, 2024.

IN WITNESS WHEREOF, I have hereunder set my hand and seal of the Borough of Matawan this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Karen Wynne, RMC  
Municipal Clerk

## RESOLUTION 24-11-01

### QUALIFIED FOR CREDIT UNDER THE LOSAP PROGRAM FOR THE YEAR 2023

#### FIRE DEPARTMENT

**WHEREAS**, Ordinance #03-18 of the Borough of Matawan implemented the Length of Service Award Program (LOSAP) for the Matawan Fire Department and was passed by voters by a referendum on November 4, 2003; and

**WHEREAS**, pursuant to NJSA 40A:14-191, emergency service organizations participating in a Length of Service Award Program (LOSAP) shall annually certify to the sponsoring agency a list of all volunteer members who have qualified for credit under the LOSAP program for the previous year; and

**WHEREAS** the Governing Body has received and reviewed such certified list from the Matawan Fire Department.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan as follows:

1. Per the certified list received, the following Matawan Fire Department members are hereby approved to receive the 2023 LOSAP award:

James Archibald	Katelyn Lynch
Freddy Benjamin	Neil Matthaey
Peter Berliner	Jessica Michitsch
Brian Bernath	Richard Michitsch
Anthony Castro	Vincent Negron
Ryan Chrzanowski	Arjun Roy
Timothy Clifton	James Snyder
Harold Doty	Stephen Tatarka
Peter George, Sr.	Brian Thompson
Ted Glick	Ryan Todaro
Brian C. Kopf	Zoltan Varsanyi
Ed Lee	Daniel Wisniewski
Martin LiPera	Thomas Young
Joseph Lopes	Harry Zober

The amount each qualified member will receive for the 2023 LOSAP award is \$2,023.00:

Freddy Benjamin	Brian C. Kopf
Brian Bernath	Ed Lee
Anthony Castro	Neil Matthaey
Timothy Clifton	Ryan Todaro
Harold Doty	Thomas Young

The amount each qualified member will receive for the 2023 LOSAP award is \$1,214.00:

Ryan Chrzanowski	Jessica Michitsch
Peter George, Sr.	Richard Michitsch
Ted Glick	Vincent Negron
Martin LiPera	Stephen Tatarka
Joseph Lopes	Harry Zober
Katelyn Lynch	

The amount each qualified Member will receive for the 2023 LOSAP award is \$809.00:

James Archibald	Brian Thompson
Peter Berliner	Zoltan Varsanyi
Arjun Roy	Daniel Wisniewski
James Snyder	

2. The certified list of members is posted at the office of the Municipal Clerk of the Borough of Matawan and at the Matawan Fire Department for a period of 30 days to allow sufficient time for membership review.
3. Appeals shall be mailed to the Municipal Clerk of the Borough of Matawan, 201 Broad Street, Matawan, NJ 07747, and must be received within 30 days of the posting date of the approved certified list.

**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 as well as Borough Auditor and Lincoln Financial Advisors Corp.

#### **CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk



**RESOLUTION 24-11-02**

**AUTHORIZING THE TEMPORARY WAIVER OF NOISE CONTROL  
REGULATIONS THE FRIDAY AFTER THANKSGIVING  
FOR RECYCLING PICKUP**

**WHEREAS**, the Borough's recycling usually occurs Thursdays; and

**WHEREAS**, the Council of the Borough of Matawan wants to be sure all recycling is collected within the Borough in a timely and efficient manner prior to the 'Turkey Trot', to avoid causing the residents an undo burden.

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the Borough of Matawan hereby waives the noise control regulations on Friday, November 25, 2022, with regard to recycling pickup only.

**BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Community Engagement Coordinator, Police, Public Works, Recreation as well as the Recycling Coordinator.

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk

**RESOLUTION 24-11-03**

**AUTHORIZATION TO CONNECT TO THE  
BOROUGH OF MATAWAN SANITARY SEWER SYSTEM**

**WESTERN MONMOUTH UTILITIES AUTHORITY  
ORCHARD PARKWAY, LLC  
TOWNSHIP OF MARLBORO  
BLOCK 115, LOTS 25 AND 26**

**WHEREAS**, Orchard Parkway, LLC for the property located in the Township of Marlboro, also known as Block 115, Lots 25 and 26, is requesting to direct their sanitary sewer flow to the Borough of Matawan's sanitary sewer system; and

**WHEREAS**, the sanitary sewer flow will eventually become the property of the Western Monmouth Utilities Authority (WMUA); and

**WHEREAS**, the Eric Frye, Superintendent for the Department of Public Works has reviewed the Application and has no objection to the connection; and

**WHEREAS**, Robert R. Keady, Jr. of T&M Associates, Borough Engineer, has reviewed the Application and plans provided by Orchard Parkway, LLC.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that it hereby grants permission for the property located in the Township of Marlboro, Orchard Parkway, LLC, Block 115, Lots 25 and 26 to connect into the Borough's sanitary sewer system.

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

**BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Finance, Clerk, Public Works as well as the Borough Engineer and Orchard Parkway, LLC.

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk



YOUR GOALS. OUR MISSION.

MATN-R0220

September 30, 2024

(via Email)

Karen Wynne  
Borough of Matawan  
201 Broad Street  
Matawan, New Jersey 07747

Re: Vazgen Sevumyants  
Orchard Parkway LLC  
Sanitary Sewer Fees  
Township of Marlboro  
B115, L 25 and 26

Dear Ms. Wynne:

As requested, our office has reviewed the sanitary fees associated with the proposed three (3) single family lots located in the Township of Marlboro, whose flow will be through the Borough of Matawan's sanitary sewer system as shown in the plans prepared by Concept Engineering Consultants, P.A., rev 8, dated 06/24/24.

In accordance with the Borough's Code Section 23 Sewers, the following fees shall be posted:

1. Sewer Connection Fee (Borough Code 23-3.1.b.):
  - a. \$1000 per residential lot x 3 lots = \$3,000
2. Sewer User Fee (Borough Code 23-6.1) per residential lot per quarter:
  - a. \$191.96 until 12/31/2024
  - b. \$203.96 starting in 2025

Should you have any questions or require any additional information, please do not hesitate to contact this office.

Very truly yours,

T&M ASSOCIATES

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

RRK:JLS:dk

cc: Ryan Michelson, Borough Administrator  
Robin Klinger, Executive Assistant to the Borough Administrator  
Eric Frye, Superintendent of Water & Sewer  
Christina Medoro, Clerk's office  
John J. Ploskonka, PE, Concept Engineering ([jploskonkacec@gmail.com](mailto:jploskonkacec@gmail.com))

C:\Projects\MATN0220\Correspondence\Orchard Parkway and Route 70\Wynne\_RRK\_Revised Sewer fees.docx

**RESOLUTION 24-11-04**

**RELEASE OF CASH BOND  
IN ASSOCIATION WITH FILM PERMIT**

**DELTA FILMS, LLC**

**WHEREAS**, Delta Films, LLC posted a cash bond in the amount of \$500.00 in association with a film permit on Jackson Street, Matawan, New Jersey, and that filming is complete with no outstanding issues or billing.

**NOW, THEREFORE, BE IT RESOLVED** the Council of the Borough of Matawan hereby approves the release of the cash bond to Delta Films, LLC DBA Denim & Diamonds, 10 Exchange Place, 15<sup>th</sup> Floor, Jersey City, New Jersey 07302.

**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 as well as the Delta Films, LLC.

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk

**RESOLUTION 24-11-05**

**AUTHORIZING THE RELEASE OF ESCROW FUNDS IN ASSOCIATION WITH AN  
APPLICATION FOR IN-GROUND SWIMMING POOL**

**36 DANEMAR DRIVE  
BLOCK 47.02, LOT 79**

**WHEREAS**, William Brown posted escrow in association with an application for an in-ground swimming pool located at Block 47.02, Lot 79, otherwise known as 36 Danemar Drive, Matawan, New Jersey; and

**WHEREAS**, the Borough Engineer and Borough of Matawan Construction Office have certified any and all outstanding issues and billing have been satisfied and recommended the release of all remaining escrow.

**NOW, THEREFORE, BE IT RESOLVED** the Council of the Borough of Matawan hereby approves the release of any remaining escrow to William Brown.

**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, as well as the Borough Engineer and William Brown.

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk

**RESOLUTION 24-11-06**

**AUTHORIZING EMERGENCY PURCHASE OF COMMUNICATION  
EQUIPMENT FOR THE MATAWAN BOROUGH FIRE DEPARTMENT  
UNDER N.J.S.A. 40A:11-6**

**WHEREAS**, the Chief of the Matawan Borough Fire Department, Chief Tim Clifton, has reported an emergency condition impacting the Department's communication capabilities, posing a threat to the health, safety, and welfare of the public and first responders; and

**WHEREAS**, recent developments have led neighboring towns that provide mutual aid to Matawan to transition to the County communication system, rendering Matawan's current communication devices incompatible, thereby inhibiting effective coordination with mutual aid communities; and

**WHEREAS**, the communication change has resulted in the Matawan Borough Fire Department's inability to communicate with critical partners, including Keyport, Old Bridge, and other surrounding municipalities in the event of a mutual aid request; and

**WHEREAS**, this necessitates an immediate upgrade of communication equipment to ensure seamless coordination during critical incidents; and

**WHEREAS**, the cost of furnishing the necessary materials, supplies, or services required to address this emergency is estimated at \$110,000.00; and

**WHEREAS**, N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) permits emergency purchases to be made without public bidding when such conditions are present; and

**WHEREAS**, the purchase of this communication equipment from Sunny Communications, Inc., 12980 West Cedar Drive, Lakewood, CO 80228, is essential to address the immediate needs of the Matawan Borough Fire Department; and

**WHEREAS**, the Borough Attorney has opined that the provisions of N.J.S.A. 40A:11-6 apply;

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

1. The Borough Administrator is hereby authorized and directed to execute the necessary purchase order(s) with Sunny Communications, Inc., 12980 West Cedar Drive, Lakewood, CO 80228, for the emergency acquisition of communication equipment for the Matawan Borough Fire Department.
2. The maximum amount authorized for this emergency expenditure shall not exceed \$110,000.00.
3. This resolution shall take effect immediately, and a certified copy of this resolution shall be forwarded to the Chief of the Matawan Borough Fire Department and the Borough's Chief Financial Officer.

**CERTIFICATION AS TO AVAILABLE FUNDING**

I, Nicole Schneeberger, 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 C-04-NB-900-171 Budget of the Borough of Matawan to Sunny Communications, Inc. for the purchase of communication equipment for the Borough of Matawan's Fire Department in a total amount not to exceed One Hundred Ten Thousand Dollars and No Cents (\$110,000.00).

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 Schneeberger, CMFO  
Dated: November 12, 2024

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk

**EMERGENCY PURCHASE REQUEST**

TO: Business Administrator

FROM: Chief Tim Clifton

DATE: 10/21/2024

SUBJECT: Certificate of Request for Emergency Purchase

The undersigned (Department Head or Designated Agent) certifies:

An emergency condition exists in Department/ Division: Matawan Borough Fire Department

This constitutes an emergency affecting the immediate health, safety, or welfare of the public.

Description of emergency condition:

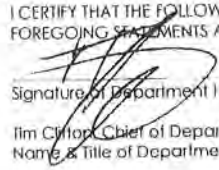
In light of recent developments, it has come to our attention that several neighboring towns with whom we provide or receive mutual aid have expedited their transition to the County communication system. This abrupt change has rendered our current communication devices incompatible, leaving us unable to effectively communicate with these towns, including Keyport and others. Additionally, Old Bridge, one of our bordering municipalities, is also now unable to communicate with us at all. This communication breakdown poses a significant risk to our emergency response capabilities, and the safety of our first responders, necessitating an immediate appropriation to upgrade our equipment and ensure seamless coordination during critical incidents.

This emergency occurred on: 10/17/2024 at 12:45 PM

It is necessary to invoke N.J.S.A. 40:11-6 (Emergency Purchases and Contracts) in order to obtain the immediate delivery of the materials, supplies, or services described in the attached requisition. The estimated cost of furnishing the materials, supplies or services is \$ 110,000.

Permission is requested for approval to issue a Purchase Order without obtaining bids, pursuant to the above cited statute.

I CERTIFY THAT THE FOLLOWING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

  
Signature of Department Head

Tim Clifton, Chief of Department  
Name & Title of Department Head

\_\_\_\_\_  
Signature of Business Administrator

The maximum amount that may be expended under this emergency is \$ \_\_\_\_\_



## Quote

**Sunny Communications Inc**  
Sunny Communications Inc  
12980 W Cedar Drive  
Lakewood, CO 80228  
Phone: 720-459-7557  
Fax: 720-336-7557  
Email: info@sunnycommunications.com

Order #	Date
141790	08/14/2024



Bill To:
Matawan Fire Dept 201 BROAD ST MATAWAN, NJ 07747-3226 Phone: 732-522-2291 Email: timcliftonfirechief@gmail.com
Customer:
Matawan Fire Dept

Ship To:
Matawan Fire Dept 201 BROAD ST MATAWAN, NJ 07747-3226
Contact:
Tim Clifton

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Lindsey	NET 30	Origin	UPS Ground		08/14/2024

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	H97TGD9PW1AN VHF 7/8 M3.5	Motorola Portable APX7000 VHF 700/800 3000ch SW M3.5 COMPLETE KIT - 90 DAY WARRANTY NO PROGRAMMING Flashcode: 9Q127A-Z11492-3  Q806: ASTRO IMBE Digital Operation G996: Over the Air Provisioning Q498: Hardware Multikey Encryption w/ OTAR QA01767: ASTRO 25 Trunking Radio Authentication QA00569: Primary Band: 700/800 QA00574: Secondary Band: VHF QA00579: Enable Dual Band Operation QA00583: Enable Bluetooth Operation QA01749: Legacy SW System Key Enable QA01843: Man Down Operation H38: SmartZone Systems Operation QA01833: Extreme 1-Sided Noise Reduction QA00782: Enable GPS/GNSS Operation Q947: APCO Packet Data Interface Q173: SmartZone Omnilink MultiZone Operation QA00580: Enable TDMA Operation Q361: ASTRO 25 9600 Baud Trunking QA00577: Front Display and Full Keypad (M3)	\$2,475.00	15 ea	\$ 37,125.00

## Quote

**Sunny Communications Inc**  
 Sunny Communications Inc  
 12980 W Cedar Drive  
 Lakewood, CO 80228  
 Phone: 720-459-7557  
 Fax: 720-336-7557  
 Email: info@sunnycommunications.com

Order #	Date
141790	08/14/2024



Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
2	Sale	M30TSS9PW1AN VHF 7/8 LP	Motorola Mobile APX7500 VHF 700/800 MHz 2000ch 50W COMPLETE KIT - 90 DAY WARRANTY DUAL HEAD SETUP NO PROGRAMMING Flashcode: 9Q1258-011490-2  G806: ASTRO IMBE Digital Operation G996: Over the Air Provisioning G298: Hardware Multikey Encryption w/ QTAR GA01767: ASTRO 25 Trunking Radio Authentication GA00244: Primary Band: 700/800 GA00308: Secondary Band: VHF Mid Power GA00579: Enable Dual Band Operation QA01749: Legacy SW System Key Enable G51: SmartZone Systems Operation GA00229: Enable GPS/GNSS Operation W947: APCO Packet Data Interface G173: SmartZone Omnilink MultiZone Operation GA00580: Enable TDMA Operation G361: ASTRO 25 9600 Baud Trunking	\$2,575.00	15 ea	\$ 38,625.00
3	Sale	Dual Head Setup	Dual-Head Setup	\$1,250.00	15 ea	\$ 18,750.00
4	Sale	NMN6274	Motorola Speaker Mic APX NMN6274	\$189.00	55 ea	\$ 10,395.00
5	Sale	Shipping & Handling	Shipping & Handling HIGH VALUE INSURED	\$784.00	1 ea	\$ 784.00

Subtotal: \$105,679.00  
 Sales Tax: \$0.00  
 Total: \$105,679.00

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 August 14, 2024 3:26:24 PM MDT

Page 2 of 2

## Quote



## Sunny Communications Inc

Sunny Communications Inc  
12980 W Cedar Drive  
Lakewood, CO 80228  
Phone: 720-459-7557  
Fax: 720-336-7557  
Email: info@sunnycommunications.com

Order #	Date
141768	08/14/2024



<b>Bill To:</b>
Matawan Fire Dept 201 Broadstreet Matawan, NJ 07747 Phone: 732-522-2291 Email: timcliftonfirechief@gmail.com
Customer: Matawan Fire Dept

<b>Ship To:</b>
Matawan Fire Dept 201 Broadstreet Matawan, NJ 07747
Contact: Tim Clifton

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Lindsey	NET 30	Origin	UPS Ground		08/14/2024

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	Misc Radio Parts	Misc Radio Parts APX6000 7/800 GPS Antenna	\$50.00	1 ea	\$ 50.00
2	Sale	NNTN7619	Motorola Vehicle Charger NNTN7619 IMPRES APX	\$225.00	1 ea	\$ 225.00
3	Sale	Shipping & Handling	Shipping & Handling	\$23.00	1 ea	\$ 23.00

Subtotal: \$298.00  
Sales Tax: \$0.00  
Total: \$298.00

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
August 14, 2024 10:51:08 AM MDT

Page 1 of 1

**RESOLUTION 24-11-07****AUTHORIZING THE PURCHASE OF ONE (1)  
2024 DODGE DURANGO POLICE AWD VEHICLE FOR  
THE BOROUGH OF MATAWAN POLICE DEPARTMENT**

**WHEREAS**, Thomas J. Falco Jr., Chief of Police of the Matawan Police Department has advised the Mayor and Council of the need to replace one police vehicle that has reached the end of its useful service life; and

**WHEREAS**, the Mayor and Council of the Borough of Matawan, upon review of the attached quote and acting under the recommendation and opinion of Chief Falco regarding the above, hereby authorize the immediate purchase of one (1) 2024 Dodge Durango Police AWD vehicle for the Borough of Matawan's Police Department described as follows:

MATAWAN PD                      2024    DODGE    DURANGO PURSUIT AWD                      1C4RDJFG2RC227532

**NOW, THEREFORE, BE IT RESOLVED** the Council of the Borough of Matawan hereby authorizes Chief Thomas J. Falco Jr. of the Matawan Police Department, to enter into a contract for the purchase of one (1) 2024 Dodge Durango Police AWD vehicle as outlined in the attached quote for the Borough of Matawan's Police Department through NJ State Contract, Contract# 23-FLEET-34933 from Nielsen Fleet Services, 31 Williams Parkway, East Hanover, NJ 07936, in the amount of Forty-Eight Thousand, Eight Hundred and Thirty-Nine Dollars and Five Cents (\$48,839.05) for the total amount not to exceed Forty-Eight Thousand, Eight Hundred and Thirty-Nine Dollars and Five Cents (\$48,839.05).

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

**CERTIFICATION AS TO AVAILABLE FUNDING**

I, Nicole Schneeberger, 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 C-04-NB-900-170 Budget of the Borough of Matawan to Winner Ford Fleet Services, for the purchase of one (1) 2024 Dodge Durango Police AWD vehicle for the Borough of Matawan's Police Department in a total amount not to exceed Forty-Eight Thousand, Eight Hundred and Thirty-Nine Dollars and Five Cents (\$48,839.05).

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 Schneeberger, CMFO

Dated: November 12, 2024

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November 2024.

Karen Wynne, RMC  
Municipal Clerk

**Jeep**

Quote

**NIELSEN OF MORRISTOWN**200 Ridgedale Ave.  
Morristown, NJ 07960

To:	From: Brooks Buxton Phone/Fax: (973) 319- 7009 / (973) 884-2650
	Vehicle Pick Up Location <b>Nielsen Fleet</b> 31 Williams Parkway East Hanover, NJ 07936

**2024 Dodge Durango (WDEE75) Pursuit AWD  
STATE OF NEW JERSEY  
CONTRACT # 23-FLEET-34933****Mechanical**

Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)  
Transmission: 8-Speed Automatic (850RE) (STD)  
3.45 Rear Axle Ratio (STD)  
GVWR: 6,500 lbs (STD)  
50 State Emissions  
Transmission w/Sequential Shift Control  
Full-Time All-Wheel  
Engine Oil Cooler  
650CCA Maintenance-Free Battery w/Run Down Protection  
220 Amp Alternator  
Towing Equipment -Inc: Trailer Sway Control  
Police/Fire  
1650# Maximum Payload  
Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers  
Rear Auto-Leveling Suspension  
Front And Rear Anti-Roll Bars  
HD Suspension  
Electric Power-Assist Speed-Sensing Steering

**24.6 Gal. Fuel Tank**

Single Stainless Steel Exhaust  
Permanent Locking Hubs  
Short And Long Arm Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs  
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

**Exterior**

Wheels: 18" x 8.0" Black Steel (STD)  
Wheels w/Chrome Hub Covers  
Tires: 255/60R18 On/Off Road

**Entertainment**

GPS Antenna Input

SiriusXM Satellite Radio  
Integrated Center Stack Radio  
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel  
Controls and Radio Data System  
Radio: Uconnect 4 w/8.4" Display

**Exterior cont.**

Steel Spare Wheel  
Full-Size Spare Tire Stored Underbody w/Crankdown  
Clearcoat Paint  
Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent  
Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent  
Chrome Bodyside Insert and Colored Wheel Well Trim  
Black Side Windows Trim  
Body-Colored Door Handles  
Body-Colored Power Heated Side Mirrors w/Manual Folding  
Fixed Rear Window w/Fixed Interval Wiper and Defroster  
Deep Tinted Glass  
Speed Sensitive Variable Intermittent Wipers  
Galvanized Steel/Aluminum Panels

**Lip Spoiler**

Front License Plate Bracket  
Black Grille  
Liftgate Rear Cargo Access  
Tailgate/Rear Door Lock Included w/Power Door Locks  
Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off  
Perimeter/Approach Lights  
LED Brakelights  
Laminated Glass

**Entertainment**

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel  
Controls and Radio Data System  
Radio: Uconnect 4 w/8.4" Display  
6 Speakers  
Streaming Audio

**Interior cont.**

Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets

**Front And Rear Map Lights**

Fade-To-Off Interior Lighting

**Carpet Floor Trim**

Full Vinyl/Rubber Floor Covering  
Cargo Area Concealed Storage

#### 6 Speakers

Streaming Audio  
GPS Antenna Input

SiriusXM Satellite Radio

Integrated Center Stack Radio

Integrated Voice Command w/Bluetooth

2 LCD Monitors In The Front

#### Interior

Front Seats w/Power 4-Way Driver Lumbar

12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power

4-Way Lumbar Support

4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat

12-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil

Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Leather/Metal-Look Steering Wheel

Illuminated Front Cupholder

Rear Cupholder

Compass

Proximity Key For Doors And Push Button Start

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy,

Illuminated Entry and Panic Button

Remote Releases -Inc: Power Fuel

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts

Illuminated Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Leatherette Instrument Panel Insert, Metal-Look Door Panel

Insert and Chrome Interior accents

Full Cloth Headliner

Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat

Day-Night Auto-Dimming Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

#### Cargo Space Lights

FOB Controls -inc: Cargo Access and Windows

Google Android Auto

USB Host Flip

Apple CarPlay

Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints

Front Center Armrest w/Storage and Rear Center Armrest

Sentry Key Engine Immobilizer

3 12V DC Power Outlets

Air Filtration

#### Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

#### Safety-exterior

Side Impact Beams

#### Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

ParkSense with Stop Rear Parking Sensors

Blind Spot Detection Blind Spot

and Rear Cross Path Detection

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st, 2nd And 3rd Row Airbags

Airbag Occupancy Sensor

Driver Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height

Adjusters and Pretensioners

ParkView Back-Up Camera

**Jeep**

CHRYSLER

**NIELSEN OF MORRISTOWN**200 Ridgedale Ave.  
Morristown, NJ 079602024 Dodge Durango (WDEE75) Pursuit AWD  
STATE OF NEW JERSEY  
CONTRACT # 23-FLEET-34933**Base Price** \$ **40,121.00****Factory Options**

<b>Item</b>		<b>Price</b>	
PSA	Vapor Gray	\$	395.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert	\$	-
ADL	Skid Plate Group inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate	\$	350.00
WP1	Wheels: 18" x 8.0" Painted Aluminum	\$	390.00
CKD	Floor Carpet -inc: Luxury Front & Rear Floor Mats	\$	140.00
CUF	Full Length Floor Console -inc: 115V Auxiliary Power Outlet, Illuminated Cupholders	\$	330.00
JRC	Power Liftgate	\$	480.00
PMX5100	MOPAR Maximum Care Warranty 5 Years / 100,000 Miles / 3,334 Engine Hours	\$	4,980.00
		Options	\$ 7,065.00
		Options % off	3.00%
		<b>Factory Option Total</b>	<b>\$6,853.05</b>

**Additional Options**

MOPAR All Weather Floor Mats	\$	325.00
WeatherTech Side Window Deflectors / Rain Guards	\$	215.00
Tint Front (2) Windows to Match Rear & Windshield Strip	\$	225.00
Remote Start	\$	1,100.00
<b>Option Total</b>		<b>\$ 1,865.00</b>

Date: 10/25/2024

**Vehicle Total \$ 48,839.05**

**RESOLUTION 24-11-08**

**AUTHORIZING THE PURCHASE OF ONE (1)  
2025 FORD POLICE INTERCEPTOR (PIU) VEHICLE FOR  
THE BOROUGH OF MATAWAN POLICE DEPARTMENT**

**WHEREAS**, Thomas J. Falco Jr., Chief of Police of the Matawan Police Department has advised the Mayor and Council of the need to replace one police vehicle which has reached the end of its useful service life as a primary patrol vehicle.

**WHEREAS**, the Mayor and Council of the Borough of Matawan, upon review of the attached quote and acting under the recommendation and opinion of Chief Falco regarding the above, hereby authorize the immediate purchase of one (1) 2025 Ford Police Interceptor (PIU) vehicle for the Borough of Matawan's Police Department described as follows:

MATAWAN PD	2025	FORD POLICE INTERCEPTOR	OXFORD WHITE
------------	------	-------------------------	--------------

**NOW, THEREFORE, BE IT RESOLVED** the Council of the Borough of Matawan hereby authorizes Chief Thomas J. Falco Jr. of the Matawan Police Department, to enter into a contract for the purchase of one (1) 2025 Ford Police Interceptor (PIU) vehicle as outlined in the attached quote for the Borough of Matawan's Police Department through NJ State Contract, Contract# 20-FLEET-01189 from Winner Ford Fleet Services, 250 Berlin Road, Cherry Hill, NJ 08034, in the amount of Forty-Four Thousand, Two Hundred and Twenty-Three Dollars and Zero Cents (\$44,223.00) for the total amount not to exceed Forty-Four Thousand, Two Hundred and Twenty-Three Dollars and Zero Cents (\$44,223.00).

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

**CERTIFICATION AS TO AVAILABLE FUNDING**

I, Nicole Schneeberger, 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 C-04-NB-900-170 and C-04-NB-900-171 Budget of the Borough of Matawan to Winner Ford Fleet Services, for the purchase of one (1) 2025 Ford Police Interceptor (PIU) vehicle for the Borough of Matawan's Police Department in a total amount not to exceed Forty-Four Thousand, Two Hundred and Twenty-Three Dollars and Zero Cents (\$44,223.00).

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 Schneeberger, CMFO

Dated: November 12, 2024

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November 2024.

Karen Wynne, RMC  
Municipal Clerk





*Billie Jo Kromer*  
609-969-9054  
*Bkromer@winnerford.com*  
N.J. Contract # 20-FLEET-01189

10/29/2024

Attention: Chief Falco  
Matawan Police Department  
201 Broad Street  
Matawan, NJ 07747  
732-290-2024

(WHITE)

2025 Ford Utility Interceptor Base Vehicle

42,493.00

- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Perimeter Alarm
- Engine Idle
- Dark Car
- Blind Spot Mirrors
- Cargo Area Dome Light
- Power Passenger Seat
- Rear A/C
- 4 Keys with Fobs
- H8 AGM Battery
- Reverse Sensing
- Taillamp Prep Headlamps Prep Pkg.
- Bluetooth
- Ford Telematics, includes Modem
- Pre-Wiring for grille LED lights, siren and speaker
- **99B 3.3L V6**
- **44U** 10 Speed Auto Transmission
- **60R** Radio Noise Suppression
- **59B** Keyed Alike
- **68G** Rear Door Locks & Windows Inoperative

- **51T** Drivers Side LED Spotlight
- **18D** Global lock/unlock feature
- **87M** Back Up Camera in Stack
- EAI53 80 Amp Power Source
- Skid Plate

**Total**

43,643.00

**21L** Front Warning Auxiliary Light

580.00

**Total: \$44,223.00**

## **RESOLUTION 24-11-09**

### **AUTHORIZATION TO EXECUTE 2025 SCAT AGREEMENT**

**WHEREAS**, the Borough of Matawan has heretofore entered into an agreement with the Monmouth County Board of County Commissioners, specifically the office of Special Citizens Area Transportation (SCAT), to provide certain services to senior citizens and challenged individual among others, residing within the Borough of Matawan; and

**WHEREAS**, the Council of the Borough of Matawan wishes to continue said service.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the Borough enter into the attached Agreement with the Board of County Commissioners of the County of Monmouth.

**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 as well as the Monmouth County Board of County Commissioners.

#### **CERTIFICATION AS TO AVAILABLE FUNDING**

I, Nicole Schneeberger, 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, and contingent upon adoption of the 2025 Budget appropriation, funds are available from the 5-01-28-370-200 Budget of the Borough of Matawan to Monmouth County for the 2025 Foodshopping Agreement (SCAT) for the Borough of Matawan in an amount not to exceed Three Thousand Eight Hundred Dollars and No Cents (\$3,800.00).

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 Schneeberger, CMFO

Dated: November 12, 2024

#### **CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

Karen Wynne, RMC  
Municipal Clerk

THIS AGREEMENT entered into **January 1, 2025** by and between the COUNTY OF MONMOUTH (hereinafter referred to as the COUNTY) and **BOROUGH OF MATAWAN** hereinafter referred to as the MUNICIPALITY/AGENCY).

WHEREAS, the Monmouth County Board of County Commissioners has established the Special Citizens Area Transportation System (hereinafter referred to as SCAT); and

WHEREAS, the MUNICIPALITY has requested that the COUNTY provide service to eligible residents; and

WHEREAS, it is necessary to set forth the responsibilities of both parties in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable considerations, it is mutually agreed between the parties as follows: Services to be provided under this Agreement will include transportation to and from local food markets. Destinations and pick-up sites will be determined at the discretion of the SCAT coordinator. Ridership on SCAT vehicles shall include those persons 60 years of age and older, in accordance with the rules and regulations set forth in Title III of the Older Americans Act of 1965, as amended in 1978. Service will be provided without regard to disability, in compliance with the provisions of Section 504 of the Rehabilitation Act of 1973. Ridership will also be extended to disabled persons under 60 years of age as vehicle space and time is available. "Disabled" is defined, as per Title 17 of the New Jersey Administrative Code, as a person who may be classified as having a physical impairment which manifests itself in one or more of the following ways: non-ambulatory, semi-ambulatory, visually impaired, deaf or hearing impaired, having faulty coordination, or having reduced mobility, flexibility, coordination or perceptiveness due to age, physical or mental conditions.

1. Vehicles used to provide services under this agreement will be owned, operated, insured and maintained by the COUNTY. All vehicle drivers will have current Operator's and Commercial Driver's License (CDL).
2. Vehicles shall be housed at the COUNTY garage, Freehold Township, or at location agreed to by the parties concerned. The SCAT coordinator will attempt to schedule maintenance work at a time which will afford the least interruption to the normally established service schedules. The provision of auxiliary transportation in the event of major maintenance or accident will be at the discretion of the coordinator of the SCAT Program or his/her designee.
3. Service will be provided for either a half or a full day as specified in Appendix A to this agreement. The COUNTY reserves the right to re-schedule the days of services based upon the availability of vehicles. The days of operation may be re-scheduled by the SCAT coordinator as needed.
4. Additional days of extended service may be provided under this agreement with authorization of the MUNICIPALITY contingent upon the availability of drivers and vehicles and approval of the SCAT coordinator. The MUNICIPALITY will be charged at the rate of a full day of service, plus \$.18 per mile, door to door.
5. The SCAT coordinator may establish routes which would serve two or more MUNICIPALITIES on a given day as long as the existing level of service in the MUNICIPALITY is maintained or improved.
6. A local coordinator will be supplied by the contracting party, either municipal or private, to aid the SCAT coordinator in daily operations.
7. The MUNICIPALITY will be billed on a quarterly basis for services provided at the per diem rate as set forth in Appendix A. The SCAT coordinator will detail the dates as to when services were provided during the quarter. The MUNICIPALITY will make payments within 30 days of the billing date, providing that the billing is in conformity with this agreement. Such payment shall be made by check, and be made payable to the Treasurer, County of Monmouth

8. Provision of service by the COUNTY under this agreement is conditional upon continued availability of funding through Title III of the Older Americans Act.
9. This contract will be in effect from **January 1, 2025** to **December 31, 2025** or until a subsequent contract is executed.
10. Tolls and other over-the-road parking charges incurred by the vehicle in normal operation of the vehicle will be borne by the MUNICIPALITY which requires the vehicle to traverse toll roads or incur parking or other over-the-road costs provided that the vehicle driver furnishes a receipt substantiating such out-of-pocket cost the MUNICIPALITY. A copy of such receipts and record of payment by the MUNICIPALITY shall be furnished to the SCAT coordinator within seven (7) days after use of the vehicle by either the MUNICIPALITY or contracting parties.
11. The COUNTY reserves the right to alter this agreement or to increase the per diem rate for vehicle operation based on increased costs subject to forty-five (45) days' notice.
12. Either party may terminate this agreement upon sixty (60) days written notice to the other party. Notice shall be sent by certified mail return receipt requested to the Monmouth County Board of County Commissioners in the case of the County and the Municipal Clerk in the case of the municipality.

IN WITNESS WHEREOF, the parties hereto have caused those present to be signed by their respective authorized officers and their respective corporate seals to be hereunto affixed the day and year first above mentioned.

ATTEST:

COUNTY OF MONMOUTH  
(seal)

BY: \_\_\_\_\_  
Tamara Brown, Clerk  
Board of County Commissioners

BY: \_\_\_\_\_  
THOMAS A. ARNONE  
DIRECTOR, Monmouth County Board  
of County Commissioners

ATTEST:

MUNICIPALITY  
(seal)

BY: \_\_\_\_\_  
Municipal Clerk

BY: \_\_\_\_\_  
Mayor

APPENDIX A

MUNICIPALITY:

**BOROUGH OF MATAWAN**

Days of Service Per Week:

FULL DAYS \_\_\_\_\_

HALF DAYS \_\_\_\_\_ X \_\_\_\_\_

Charges:

RATE\* FULL DAY \_\_\_\_\_

RATE\* HALF DAY \_\_\_\_\_ \$78.00 \_\_\_\_\_

\*Rate is based on average daily passengers.



**RESOLUTION 24-11-10**

**AWARD OF CONTRACT FOR  
NJDOT FY23 CRESCENT PLACE ROAD IMPROVEMENTS**

**2022 ROAD IMPROVEMENT PROGRAM**

**S. BROTHERS, INC.**

**WHEREAS** the Borough of Matawan previously authorized the receipt of bids for the NJDOT FY23 Crescent Place Road Improvements Contract; and

**WHEREAS**, pursuant to law the Borough of Matawan solicited bids said the aforesaid contract; and

**WHEREAS**, the Borough of Matawan received seven (7) bids for the aforesaid contract; and

**WHEREAS**, S. Brothers, Inc. has submitted the low bid in the total amount of Six Hundred Ninety-One Thousand, Five Hundred Thirty-Three Dollars and Fifty-One Cents (\$691,533.51); and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the contract for the NJDOT FY23 Crescent Place Road Improvements Contract be and is hereby awarded to S. Brothers, Inc., PO Box 317, South River, New Jersey 00882, for the amount as indicated above and in accordance with all Contract 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 Contract documents by the Borough Attorney and approval of the New Jersey Department of Labor, Division of Wage and Hour Compliance, and the Mayor is hereby authorized to execute any necessary documents to implement the aforesaid award of contract, commencing twenty (20) days after publication.

**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, Construction, Finance, Public Works as well as Remington & Vernick Engineers, and S. Brothers, Inc.

**CERTIFICATION AS TO AVAILABLE FUNDING**

I, Nicole Schneeberger, 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 C-04-55-924-101 Budget of the Borough of Matawan to S. Brothers, Inc. (RVE Project No. 1331-T-008) for the Borough of Matawan in an amount not to exceed Six Hundred Ninety-One Thousand, Five Hundred Thirty-Three Dollars and Fifty-One Cents (\$691,533.51).

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 Schneeberger, CMFO  
Dated: November 12, 2024



429 Route 79, Suite 21  
Morganville, NJ 07751  
O: (732) 955-8000  
F: (732) 591-2815

November 1, 2024

Mr. Ryan L. Michelson, Borough Administrator  
Borough of Matawan  
201 Broad Street  
Matawan, NJ 07747

Re: Borough of Matawan  
NJDOT FY23 Crescent Place Road Improvements  
Recommendation of Award  
Our File: 1331-T-008

Dear Mr. Michelson:

On October 31, 2024, the Borough of Matawan received bids for the referenced above project. A bid tabulation is enclosed for your review. The following bids were reviewed by our office.

1.	S. Brothers, Inc. P.O. Box 317 South River, NJ 00882	Base Bid: Alt. A: Alt. B: <b>Total:</b>	\$567,302.95 \$115,290.56 <u>\$ 8,940.00</u> <b>\$691,533.51</b>
2.	Lucas Brothers, Inc. 80 Amboy Road Morganville, NJ 07751	Base Bid: Alt. A: Alt. B: <b>Total:</b>	\$609,000.00 \$100,000.00 <u>\$ 14,000.00</u> <b>\$723,000.00</b>
3.	Meco, Inc. P. O. Box 536 Clarksburg, NJ 08510	Base Bid: Alt. A: Alt. B: <b>Total:</b>	\$590,946.80 \$173,525.00 <u>\$ 19,200.00</u> <b>\$783,671.80</b>
4.	Black Rock Enterprises, LLC. 1316 Englishtown Road Old Bridge, NJ 08857	Base Bid: Alt. A: Alt. B: <b>Total:</b>	\$637,295.80 \$133,256.00 <u>\$ 14,000.00</u> <b>\$784,551.80</b>
5.	Fiore Paving Company 4 Fiore Court Oceanport, NJ 07757	Base Bid: Alt. A: Alt. B: <b>Total:</b>	\$649,355.84 \$132,000.56 <u>\$ 11,750.00</u> <b>\$793,106.40</b>
6.	Z Brothers Concrete Contractors, Inc. 304 Jernee Mill Road Sayreville, NJ 08872	Base Bid: Alt. A: Alt. B: <b>Total:</b>	\$733,660.04 \$107,820.56 <u>\$ 18,500.00</u> <b>\$859,980.60</b>

7.	Seacoast Construction, Inc.	Base Bid:	\$666,316.04
	15 Addington Court	Alt. A:	\$191,500.56
	East Brunswick, NJ 08816	Alt. B:	<u>\$ 15,500.00</u>
		<b>Total:</b>	<b>\$873,316.60</b>

Our review of the above referenced bids indicate that the totals received are mathematically correct, excluding Z Brothers Concrete Contractors, Inc. The bids received from Z Brothers Concrete Contractors contain mathematical errors but have no impact on the bid result outcome. The bids appear to contain all the required documentation and were properly executed in accordance with the requirements of the bid specifications.

Assuming there are sufficient funds to cover the Base Bid, Alternate A and Alternate B, we recommend the contract to be awarded to S Brothers., as low responsive bidder, in the total amount of \$691,533.51. Our recommendation is contingent upon the Borough's Solicitor's review and monies available.

We are familiar with the work of the apparent low bidder S Brothers, Inc. and find them to be qualified.

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

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

Sincerely,  
REMINGTON & VERNICK ENGINEERS



Terence M. Vogt, PE, PP, CME  
Principal, Regional Manager

TMV/pv

cc : Mayor Joseph Altomonte  
Robin Klinger, Executive Assistant  
Karen Wynn, Borough Clerk  
Nicole Schneeberger, CFO / Treasurer  
Pasquale Menna, Esq  
Jeff Fedorchak, RVE  
George Allan, RVE Chief Inspector

## **RESOLUTION 24-11-11**

### **AUTHORIZING THE APPOINTMENT OF ACTING DEPUTY CLERK RAQUEL ROCHE**

**WHEREAS**, Raquel Roche, is the Part-Time Hourly Assistant to the Borough Clerk and Receptionist for the Borough of Matawan, and is fully cognizant of the practices and procedures of the Borough of Matawan; and,

**WHEREAS**, it may be necessary, from time to time, for the Borough Clerk to be temporarily absent from her duties, and for the Deputy Borough Clerk to be in a position to undertake the duties of the Clerk of the Borough of Matawan, and due to the current Deputy Clerk maternity leave absence, there is a need for the temporary appointment of a Deputy Borough Clerk of the Borough of Matawan.

**NOW, THEREFORE, BE IT RESOLVED** by and Council of the Borough of Matawan that Raquel Roche, Borough Administrator of the Borough of Matawan, is appointed as the Acting Deputy Clerk of the Borough of Matawan for calendar year 2024, which appointment will expire on December 31, 2024, unless extended by the Council of the Borough of Matawan.

**BE IT FURTHER RESOLVED** that the within appointment is made to avoid disruption of the office of the Clerk at any time and is made without additional compensation or renumeration to Raquel Roche for the additional duty when needed to act as the Acting Deputy Borough Clerk.

#### **CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

---

Karen Wynne, RMC  
Municipal Clerk

**RESOLUTION 24-11-12**

**AUTHORIZING THE HIRING OF  
FULL-TIME FIELD TECHNICIAN WITH THE  
BOROUGH OF MATAWAN DEPARTMENT OF PUBLIC WORKS**

**CHRISTOPHER PICCILLO**

**WHEREAS**, the Mayor and Council has been advised by the Borough Administrator and Department of Public Works Superintendent that there exists the need for an additional full-time Field Technician within the Borough of Matawan; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan authorizes the hiring of Christopher Piccillo as a full-time Field Technician for the Department of Public Works (Roads/Water Sewer), effective November 18, 2024, at salary of Forty-Seven Thousand, Three Hundred Fifty-Three Dollars and No Cents (\$47,353.00) per annum, pursuant to the provisions of the Contract between the Borough of Matawan and the International Brotherhood of Electrical Workers (IBEW) Local 400 dated January 1, 2023 through December 31, 2026.

**BE IT FURTHER RESOLVED** said employment is contingent upon pending favorable outcome of his physical and background examination, and completion of 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, Operations Coordinator, Public Works, Payroll as well as Christopher Piccillo.

**CERTIFICATION AS TO AVAILABLE FUNDING**

I, Nicole Schneeberger, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the 4-01-28-370-100 Budget of the Borough of Matawan to Christopher Piccillo as Full-Time Department of Public Works Field Technician.

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 Schneeberger, CMFO  
Dated: November 12, 2024

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November 2024.

Karen Wynne, RMC  
Municipal Clerk

## RESOLUTION 24-11-13

### AUTHORIZING STIPENDS FOR 2023 AND 2024 ELECTIONS

**WHEREAS**, due to staff turnover in the Office of the Borough Clerk, various personnel assisted in conducting the 2023 and 2024 primary and general elections as follows:

2023 Primary Election  
Robin Klinger      \$248.57

2023 General Election  
Christina Medoro      \$100.00

2024 Primary Election  
Christina Medoro      \$103.00

2024 General Election  
Robin Klinger      \$128.01  
Raquel Roche      \$51.50

**NOW, THEREFORE, BE IT RESOLVED**, the Council of the Borough of Matawan authorizes the stipends as outlined above.

**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 Payroll.

#### CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Schneeberger, 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 3-01-20-120-100 and 4-01-20-120-100 Budget 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 Schneeberger, CMFO  
Dated: November 12, 2024

#### CERTIFICATION OF RESOLUTION

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> of November, 2024.

Karen Wynne, RMC  
Municipal Clerk

**RESOLUTION 24-11-14**

**RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS  
OF REVENUES AND APPROPRIATIONS IN THE 2023 MUNICIPAL  
BUDGET, PURSUANT TO N.J.S.A. 40A:4-87**

**2024 BAYSHORE DWI SATURATION PATROL  
GRANT NO. AL-24-45-04-16**

**WHEREAS**, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

**WHEREAS**, the Director may also approve the insertion of an item of appropriation for equal amount;

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Body of the Borough of Matawan in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of \$6,020, as a result of a letter/email having been received by the Borough of Matawan from the New Jersey Division of Highway Traffic Safety awarding Matawan this sum under Grant No. AL-24-45-04-16

**BE IT FURTHER RESOLVED**, that the like sum of \$6,020 be appropriated under the caption:

Revenue: Bayshore DWI Saturation Patrol – FY 2024

Appropriations: Bayshore DWI Saturation Patrol – FY 2024

**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, as well as to the Borough Auditor and the Director of the Division of Local Government Services.

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk

**RESOLUTION 24-11-15**

**RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS  
OF REVENUES AND APPROPRIATIONS IN THE 2023 MUNICIPAL  
BUDGET, PURSUANT TO N.J.S.A. 40A:4-87**

**2024 DISTRACTED DRIVING ENFORCEMENT PATROL  
GRANT NO. DD-24-45-01-12**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

**WHEREAS**, the Director may also approve the insertion of an item of appropriation for equal amount;

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Body of the Borough of Matawan in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of \$6,160, as a result of a letter/email having been received by the Borough of Matawan from the New Jersey Division of Highway Traffic Safety awarding Matawan this sum under Grant No. DD-24-45-01-12

**BE IT FURTHER RESOLVED**, that the like sum of \$6,020 be appropriated under the caption:

Revenue: Distracted Driving Enforcement Patrol – FY 2024

Appropriations: Distracted Driving Enforcement Patrol – FY 2024

**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, as well as to the Borough Auditor and the Director of the Division of Local Government Services.

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk



**RESOLUTION 24-11-16**

**RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS  
OF REVENUES AND APPROPRIATIONS IN THE 2023 MUNICIPAL  
BUDGET, PURSUANT TO N.J.S.A. 40A:4-87**

**2025 DISTRACTED DRIVING ENFORCEMENT PATROL  
GRANT NO. DD-25-45-01-10**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

**WHEREAS**, the Director may also approve the insertion of an item of appropriation for equal amount;

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Body of the Borough of Matawan in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of \$25,000, as a result of a letter/email having been received by the Borough of Matawan from the New Jersey Division of Highway Traffic Safety awarding Matawan this sum under Grant No. DD-25-45-01-10

**BE IT FURTHER RESOLVED**, that the like sum of \$25,000 be appropriated under the caption:

Revenue: Distracted Driving Enforcement Patrol – FY 2025

Appropriations: Distracted Driving Enforcement Patrol – FY 2025

**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, as well as to the Borough Auditor and the Director of the Division of Local Government Services.

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk

## RESOLUTION 24-11-17

### A RESOLUTION OF THE BOROUGH OF MATAWAN AUTHORIZING THE BOROUGH OF MATAWAN TO JOIN THE ACR HEALTH INSURANCE FUND

**WHEREAS**, a number of public entities in the State of New Jersey have joined together to form the ACR Health Insurance Fund, hereafter referred to as the “Fund”, as permitted by N.J.A.C. 11:15-3.1 et. seq., N.J.S.A. 17:1-8.1 et. seq., and N.J.S.A. 40A:10-36 et. seq.; and

**WHEREAS**, the Fund was approved to become operational by the Department of Banking and Insurance and the Department of Community Affairs (collectively, the “Departments”) and has been operational since that date; and

**WHEREAS**, the statutes and regulations governing the creation and operation of a joint insurance fund in the State of New Jersey contain certain restrictions and safeguards in connection with the administration of the public interest entrusted to such a Fund; and

**WHEREAS**, the Governing Body of the Borough of Matawan, hereinafter referred to as “Local Unit” has studied the feasibility of joining the Fund and has determined that membership in the Fund is in the best interest of the Local Unit.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Body of the Local Unit hereby agrees and authorizes the following:

- i. The Local Unit shall become a member of the Fund for an initial period outlined in the Local Unit’s Indemnity and Trust Agreement, which in no event shall exceed three (3) years as prescribed in N.J.A.C. 11:15-3.3(a).
- ii. The Local Unit shall participate in the following type(s) of coverage(s) offered by the Fund: Health Insurance and/or Prescription Insurance and/or Dental Insurance and/or Medicare Advantage/Employer Group Waiver Program as defined pursuant to N.J.S.A. 17B:17-4, the Fund’s Bylaws, and Plan of Risk Management.
- iii. Adoption and approval of the Fund’s Bylaws, a true and correct copy of which is annexed hereto as Attachment A, which has been approved by the Departments.
- iv. Execution of the Local Unit’s Indemnity and Trust Agreement, a true and correct copy of which is annexed hereto as Attachment B, which has been approved by the Departments.
- v. Execution of the application for membership to the Fund, including any and all documents and/or certifications as may be necessary, in order for the Local Unit to complete the application process and join the Fund.

**BE IT FURTHER RESOLVED** that the governing body of the Local Unit certifies, pursuant to N.J.A.C. 11:15-3.3(a), that the Local Unit has never defaulted on claims under a self-insured plan and that it has not had its insurance canceled for nonpayment of premium for a period of at least two (2) years prior to this application.

**BE IT FURTHER RESOLVED** that the governing body of the Local Unit is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the Fund as required by the Fund’s Bylaws, and to deliver these documents to the Fund’s Executive Director with the express reservation that these documents shall become effective only upon on acceptance of the Fund’s By-laws as prescribed in N.J.A.C. 11:15-3.3(a).

**BE IT FURTHER RESOLVED**, by the Council of the Borough of Matawan that the Borough Administrator be and is hereby authorized as signatory on behalf of the Borough of Matawan.

**BE IT FURTHER RESOLVED** that this resolution shall take effect upon its passage.

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk

**ACR HEALTH INSURANCE FUND**  
**INDEMNITY AND TRUST AGREEMENT**

**THIS INDEMNITY AND TRUST AGREEMENT** (the "Agreement") made this 12<sup>th</sup> day of November 2024, by and between the ACR Health Insurance Fund, referred to herein as the "Fund", and the governing body of the Borough of Matawan, a duly constituted Local Unit of Government, hereinafter referred to as "Local Unit".

**WITNESSETH:**

**WHEREAS**, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et. seq., and the administrative regulations promulgated pursuant thereto; and

**WHEREAS**, the Local Unit has agreed to become a member of the Fund in accordance with and to the extent provided for in the Bylaws of the Fund and in consideration of such obligations and benefits to be shared by the membership of the Fund;

**NOW THEREFORE**, it is agreed as follows:

1. The Local Unit accepts the Fund's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.
2. The Local Unit agrees to participate in the Fund with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the Local Unit's resolution to join.
3. The Local Unit agrees to become a member of the Fund and to participate in the health insurance coverages and or prescription coverages and/or dental coverages offered by the Fund (subject to early release or termination pursuant to the Bylaws), such membership to commence on January 1, 2025 and ending on December 31, 2027 at 11:59 PM.
4. The Local Unit certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.
5. In consideration of membership in the Fund, the Local Unit agrees that it shall jointly and severally assume and discharge the liability of each and every member of the Fund, for the periods during which the member is receiving coverage, all of whom as a condition of membership in the Fund shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the Local Unit is pledged to the punctual payments of any sums which shall become due to the Fund in accordance with the Bylaws thereof, this Agreement or any applicable statute and/or regulation. However, nothing herein shall be construed as an obligation of the Local Unit for claims and expenses that are not covered by the Fund, or for that portion of any claim or liability within the Local Unit retained limit or in an amount which exceeds the Fund's limit of coverage.
6. If the Fund in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorneys' fees and/or court costs, the Local Unit agrees to reimburse the Fund for all such reasonable expenses, fees, and costs on demand.

7. The Local Unit and the Fund agree that the Fund shall hold all moneys in excess of the Local Unit's retained loss fund paid by the Local Unit to the Fund as fiduciaries for the benefit of Fund claimants all in accordance with N.J.A.C. 11:15-3 et. seq.

8. The Fund shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 et. seq., and such other statutes and/or regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

- a) Employer contributions to group health insurance;
- b) Employee contributions to contributory group health insurance;
- c) Employer contributions to contingency account;
- d) Employee contributions to contingency account; and
- e) Other trust accounts as required by the Commissioner of Insurance.

9. Notwithstanding Section 8 above, the Fund shall not be required to establish separate trust accounts for employee contributions provided the Fund provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.

10. Each Local Unit of government who shall become a member of the Fund shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

11. This Indemnity and Trust Agreement satisfies the requirements set forth in Section 2.01 of the Fund's Bylaw.

ATTEST

\_\_\_\_\_  
Karen Wynne, RMC

BOROUGH OF MATAWAN

BY: \_\_\_\_\_  
Mayor Joseph Altomonte

ATTEST

ACR HEALTH INSURANCE FUND

\_\_\_\_\_  
BY: \_\_\_\_\_

## **RESOLUTION 24-11-18**

### **AUTHORIZING THE BOROUGH OF MATAWAN TO ENTER INTO A SETTLEMENT AGREEMENT WITH 160 MAIN, LLC REGARDING THE PROPERTY LOCATED AT 160 MAIN STREET**

**WHEREAS**, the Borough of Matawan (the "Borough"), a municipality in the State of New Jersey, seeks to resolve claims brought by 160 Main, LLC (the "Developer") concerning the property located at Block 27, Lot 2 on the Borough's official tax map, commonly known as 160 Main Street (the "Property"); and

**WHEREAS**, the Developer filed a Builder's Remedy Action against the Borough under Docket No. MON-L-513-22, asserting claims to develop the Property as an inclusionary development for providing affordable housing in connection with the Borough's Third Round affordable housing obligations; and

**WHEREAS**, the parties have negotiated a settlement agreement (the "Agreement") to resolve the Builder's Remedy Action, pursuant to which the Developer will construct a total of forty-six (46) residential units on the Property, with approximately seventeen percent (17%) of the units set aside as affordable housing, amounting to eight (8) affordable units; and

**WHEREAS**, the Agreement provides for the inclusion of a Retail Component on the ground floor and a total of eighty-five (85) parking spaces, with specified designations for structured and surface parking as per the Concept Plan; and

**WHEREAS**, the Agreement includes terms for the Developer to comply with all affordable housing regulations as stipulated by the Uniform Housing Affordability Controls (UHAC) and other applicable legal requirements, including a deed restriction on the affordable units for a period of no less than thirty (30) years; and

**WHEREAS**, the Borough agrees to seek Court approval for the Agreement by way of a Fairness Hearing and include the rezoning of the Property to facilitate the agreed-upon development plan.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Matawan that the Borough is hereby authorized to enter into the Settlement Agreement with 160 Main, LLC, as outlined above.

**BE IT FURTHER RESOLVED**, that the Mayor and Council authorize the Borough Administrator and other necessary officials to take any and all actions to execute the Agreement, including submission for Court approval and compliance with all conditions and obligations set forth therein.

#### **CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

---

Karen Wynne, RMC  
Municipal Clerk

## **RESOLUTION 24-11-19**

### **AUTHORIZING EXECUTION OF EMPLOYMENT AGREEMENT BETWEEN THE BOROUGH OF MATAWAN AND BOROUGH ADMINISTRATOR RYAN L. MICHELSON**

**WHEREAS**, Ryan L. Michelson is well qualified to assume the duties of Business Administrator for the Borough of Matawan and possesses the requisite educational, professional training, and past experience to undertake the duties and obligations as Business Administrator for the Borough; and

**WHEREAS**, the Mayor and Council herewith approves the attached Terms and Conditions for Ryan L. Michelson in his position as Borough Administrator;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Matawan that pursuant to NJSA 40A:9-136 and 137, Ryan L. Michelson is the Borough Administrator, said term of service at the pleasure of the Governing Body.

**BE IT FURTHER RESOLVED**, Ryan L. Michelson shall receive a salary and benefits per attached agreement to perform all duties required of the position of Borough Administrator.

**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 Ryan L. Michelson.

#### **CERTIFICATION AS TO AVAILABLE FUNDING**

I, Nicole Schneeberger, 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, contingent upon adoption of the 2025 Budget appropriation and adoption of each annual Budget appropriation thereafter, funds are available from the 4-01-20-100-100 Budget (Salary & Wages) of the Borough of Matawan to Ryan L. Michelson for 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 Schneeberger, CMFO

Dated: November 12, 2024

#### **CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

Karen Wynne, RMC  
Municipal Clerk

**CERTIFICATION OF RESOLUTION**

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk



**Employment Agreement  
between  
the Borough of Matawan  
and  
RYAN L. MICHELSON**

**Introduction**

This Agreement is made and entered into on this 12<sup>th</sup> day of November, 2024 by and between the Borough of Matawan, a municipal corporation, (hereinafter called "Employer") and Ryan L. Michelson, hereinafter called "Employee"), both of whom agree as follows:

**Section 1: Term**

This agreement shall remain in full force and effect from January 1, 2025 to December 31, 2028, or until terminated by Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

**Section 2: Duties and Authorities**

Employer agrees to employ Ryan L. Michelson as Borough Administrator to perform the functions and duties specified in the Ordinances of the Borough of Matawan and to perform such other legally permissible and proper duties and functions as authorized and directed by Matawan Borough Council and N.J.S.A. 40A:9-136.

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the office of the Mayor, the responsibilities of the appointed Borough Administrator shall include the responsibility to:

- 1) Conduct and manage the day-to-day operations of the Borough of Matawan;
- 2) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the employees of the Borough of Matawan and its personnel;
- 3) Delegate such of his authority as he may deem necessary for the efficient operation of the Borough's employees to be exercised under his direction and supervision;
- 4) Prescribe the duties and assignments of all subordinates and other personnel; and
- 5) Report at least weekly to the Mayor, or the Mayor's designee in such other form as the Borough shall require, as to the operation of the Borough and its employees during the preceding week.
- 6) Attend and be present at all Regular, Workshop and Special Meetings of the Mayor and Council unless otherwise excused by the Mayor.

**Section 3: Compensation**

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$155,500.00 per annum for calendar year 2025, payable in installments in accordance with the Employer's usual payroll schedule. Employee shall be accorded annual review and increase in his base salary consistent with the annual percentage raise accorded by the Employer to non-union and non-tenured employees of the Borough of Matawan.

B. This Agreement shall be automatically amended to reflect any salary adjustments that are authorized by Resolution of the Matawan Borough Council.

**Section 4: Health, Disability and Life Insurance Benefits**

A. The Employer agrees to provide health, hospitalization, surgical, vision, dental and comprehensive medical insurance benefits for the Employee and his legal dependents equal to that which is provided to all other non-collective bargaining unit employees of the Borough of Matawan.

B. The Employer agrees to provide and to make the required premium payments for long-term disability coverage for the Employee in the same fashion as all other non-collective bargaining Borough employees.

C. Employee is automatically entitled to any other standard benefits available to non-collective bargaining unit employees of the Borough as may now exist or be made available during the term of this contract.

#### **Section 5: Vacation and Sick Leave**

A. The Employee shall be credited with **20 days** of vacation per calendar year.

B. The Employee is entitled to accrue all unused sick and vacation leave, in accordance with personnel policies for non-collective-bargaining employees in effect at the time of employment, except in the event that the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued leave as provided for in section 10. The Employee may use said sick and vacation leave, at his choice, to care for family members with health issues pursuant to the provisions of the Family Leave Act.

C. Employee is automatically entitled to any other standard leave available to non-bargaining-unit employees of the Borough as may now exist or be made available during the term of this contract.

#### **Section 6: Retirement**

A. The Employer agrees to enroll the Employee in the Public Employee's Retirement System (PERS) and/or the Defined Contribution Retirement Program (DCRP) of the State of New Jersey, whichever is applicable at the time, and to make all the appropriate employer contributions on the Employee's behalf from the date of employment.

**B. While the Employee is exclusively enrolled in the DCRP, as mandated by state law, the Employer agrees to contribute the percentage difference between the DCRP and the Public Employees' Retirement System (PERS) contribution rates, as determined by the most recent PERS guidelines, to a deferred compensation plan.**

#### **Section 7: General Business Expenses**

A. Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, and meetings.

B. The Borough Administrator shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the State of New Jersey Division of Local Government Services, professional association or group of Municipal Business Administrators, including but not limited to the New Jersey Municipal Management Association and the International City/County Management Association, or any other education program or a management or supervisory nature of the same type. All expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Borough.

C. The Borough agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Borough Administrator to attend the annual New Jersey League of Municipalities Convention.

D. The Borough agrees to grant time off and pay all expenses incurred by the Borough Administrator in attending any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey.

E. The Employee shall be provided with a Borough vehicle to attend meetings and other events while Employee is on duty which is a vehicle that is in the possession of the Borough of Matawan, which may be a used vehicle owned by the Borough.

F. The Employee shall be provided with a Borough issued cell phone and number assigned for his use which shall be paid by the Employer.

#### **Section 8: Termination**

For the purpose of this agreement, termination shall occur if:

A. Two-thirds (2/3) of the Governing Body votes to terminate the Employee at a duly authorized public meeting after proceedings held in accordance with N.J.S.A. 40A:9-138.

B. The Employer, citizens or state legislature acts to amend any provision of the Charter of the Borough of Matawan or Matawan Codified Ordinances pertaining to the role, powers, duties, authority or responsibilities of the Employee's position that substantially changes the administrative organization of the Borough Government and eliminates the position of Borough Administrator.

C. The Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads.

D. The Employee resigns following a request to resign made by a representative of or representatives of the majority of the Borough Council.

#### **Section 9: Severance**

If the Employee is terminated, as set forth in Subsections A, B, C, or D of Section #8 above, the Employer shall provide payment to the Employee as set forth in N.J.S.A. 40A:9-138. This payment shall be paid over the normal course of pay cycles.

The Employee shall also be compensated for accrued earned sick leave, vacation time, and all paid holidays as allowed in the Borough Personnel Policies at the time of employment up to the date of adoption of the Resolution of Termination.

For a period of three months following the date of the adoption of the Resolution of Termination, or until such time as equivalent benefits are available through a new employer, whichever comes first, the Employer shall pay the costs to continue the following benefits:

1. Health insurance for the Employee and all dependents as provided in Section 4A;

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance or any other benefits under this section or pursuant to the Policy and Procedures Manual of the Borough of Matawan.

#### **Section 10: Resignation**

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide the Employer with not less than 30 days advance written notice of his resignation, unless the parties agree otherwise. The Employer will have no obligation for the payment of severance or any other benefits of any type upon a resignation. The Employee shall be eligible and shall be paid any accumulated sick and vacation time.

#### **Section 11: Performance Evaluation**

Employer, through the Personnel Committee of the Borough Council, shall annually review the performance of the Employee. The evaluation process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

#### **Section 12: Hours of Work**

It is expected that the Employee will typically work during normal Borough Hall office hours. However, it is recognized that the Employee must devote a great deal of time outside those normal office hours on business for the Employer. Accordingly, and to that end, Employee may establish his own work schedule, subject to reasonable direction by Employer. Employee is not eligible for overtime or paid or accrued compensatory hours. The Borough Administrator shall spend sufficient time at his or her job to ensure the smooth and responsible operation of the Borough of Matawan, over which (s)he has supervisory control. The Borough Administrator shall work at least thirty-five (35) hours per week.

#### **Section 13: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept and receive compensation for limited teaching, consulting or other business opportunities as long as such arrangements do not interfere with or cause a conflict of interest with Employee's responsibilities pursuant to this Agreement, and as long as those activities are disclosed in a written form, which can be by email to the Governing Body transmitted to the Municipal Clerk.

#### **Section 14: Indemnification**

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of and arising out of the course and scope of Employee's duties as Borough Administrator, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the Borough Administrator, unless the act or omission involved willful or wanton conduct. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorney's fees and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resolution from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties and occurring with the course and scope of his employment. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employer agrees to pay Employee's reasonable litigation expenses, including travel expense, throughout the pendency of any litigation to which the Employee is a party or witness. Such expense payments shall continue beyond Employee's service to the Employer as long as the litigation is pending.

#### **Section 15: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance, and professional liability insurance.

#### **Section 16: Other Terms and Conditions of Employment**

The Employer, upon agreement with Employee, may provide for such other terms and conditions of employment as it may determine from time to time relating to the performance and duties of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the Borough of Matawan, or applicable law.

#### **Section 17: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER:**

Borough of Matawan  
c/o Borough Clerk  
201 Broad Street  
Matawan, NJ 07747

**EMPLOYEE:**

Ryan L. Michelson  
829 Leeward Drive  
Forked River, NJ 08732

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### **Section 18: General Provisions**

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee, as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective on January 1, 2025.

D. **Severability.** The invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties.

Adopted and approved by the Matawan Borough Council on this 12<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Ryan L. Michelson

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor Joseph Altomonte

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Pasquale Menna, Esq. Borough Attorney  
Date: \_\_\_\_\_

## RESOLUTION 24-11-20

### AUTHORIZING THE TRANSFER OF FUNDS FROM CURRENT AND UTILITY ACCOUNTS IN THE 2024 BUDGET

**WHEREAS**, NJSA 40A:4-58 provides for the transfers within certain appropriations within the Municipal Budget during the last two months of the fiscal year: and

**WHEREAS**, the Chief Financial Officer has advised the Mayor and Council of the Borough of Matawan that the need for certain transfers within the 2024 Municipal Budget exists; and

**WHEREAS**, it is recommended that these budget transfers be made,

**NOW, THEREFORE, BE IT RESOLVED** that the following budget transfers be made in the 2024 Municipal Budget:

<u>Transfer From:</u> Account Number	Amount of Transfer	<u>Transfer To:</u> Account Number	Amount of Transfer
4-01-21-180-100 Planning & Zoning Salary & Wage	\$12,000.00	4-01-20-130-100 Finance Salary & Wage	\$12,000.00
4-01-20-135-200 Audit Services Other Expense	\$3,000.00	4-01-20-100-200 Administration Other Expense	\$3,000.00
4-01-20-130-200 Finance Other Expense	\$2,000.00	4-01-20-100-200 Administration Other Expense	\$2,000.00

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be provided to the Chief Financial Officer of the Borough of Matawan for the permanent records.

#### CERTIFICATION OF RESOLUTION

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

Karen Wynne, RMC  
Municipal Clerk



**ORDINANCE 24-27****AMENDING****ORDINANCE 24-06**

**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>
<b><u>Administration and Executive</u></b>				
Mayor	Elected	Annual	\$4,000.00	\$6,000.00
Council	Elected	Annual	\$3,000.00	\$5,000.00
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	\$55,000.00
Borough Operations Coordinator	Full Time	Annual	\$45,000.00	\$80,000.00
Borough Clerk	Full Time	Annual	\$40,000.00	\$85,000.00
Deputy Borough Clerk	Full Time	Annual	\$30,000.00	\$45,000.00
PT Asst to the Borough Clk & Receptionist	Part Time	Hourly	\$15.15	\$30.00
Clerical	Part Time	Hourly	\$15.13	\$30.00
Elections Clerk	Full Time	Annual	\$2,000.00	\$6,000.00
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
Planning Zoning Board Clerk	Part Time	Hourly	\$15.13	\$30.00
<b><u>Construction, Inspections, Fire Prevention &amp; Property Maintenance Offices</u></b>				
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	\$45,000.00
Fire Prevention Inspector	Part Time	Annual	\$5,000.00	\$20,000.00
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
<b><u>Finance/Tax Offices</u></b>				
CFO/Treasurer	Full Time	Annual	\$60,000.00	\$160,000.00
CFO	Part Time	Hourly	\$50.00	\$100.00
Tax Assessor	Part Time	Annual	\$10,000.00	\$45,000.00
Revenue Collector/Assessing Clerk	Full Time	Annual	\$30,000.00	\$50,000.00
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	\$50,000.00
Bookkeeper/Qualified Purchasing Agent	Full Time	Annual	\$40,000.00	\$60,000.00
Bookkeeper	Part Time	Hourly	\$15.13	\$30.00
Qualified Purchasing Agent	Part Time	Annual	\$5,000.00	\$15,000.00
<b><u>Municipal Court</u></b>				
Magistrate	Full Time	Annual	\$12,000.00	\$35,000.00

<u>DEPARTMENT/TITLE</u>	<u>STATUS</u>	<u>PAYMENT CATEGORY</u>	<u>RANGE FROM</u>	<u>TO</u>
<b><u>Public Safety</u></b>				
Chief of Police	Full Time	Annual	\$79,000.00	\$200,000.00
Captain of Police	Full Time	Annual	\$79,000.00	\$180,000.00
Lieutenant of Police	Full Time	Annual	\$69,000.00	\$165,000.00
Police Matron	Part Time	Hourly	\$15.13	\$30.00
School Crossing Guard (based on 10 Months)	Part Time	Annual	\$7,500.00	\$15,000.00
School Crossing Guard	Part Time	Per Post	\$15.13	\$35.00
Substitute School Crossing Guard	Part Time	Per Post	\$23.00	\$35.00
Police Secretary	Part Time	Hourly	\$15.13	\$35.00
Police Secretary	Full Time	Annual	\$30,000.00	\$55,000.00
Police Records Clerk	Full Time	Annual	\$30,000.00	\$50,000.00
Class Three Specials	Part Time	Hourly	\$15.13	\$50.00
Class Two Specials	Part Time	Hourly	\$15.13	\$30.00
Class One Specials	Part Time	Hourly	\$15.13	\$30.00
Emergency Management Coordinator	Part Time	Annual	\$500.00	\$15,000.00
Emergency Management 1st Deputy Coordinator	Part Time	Annual	\$500.00	\$10,000.00
Emergency Management 2nd Deputy Coordinator	Part Time	Annual	\$500.00	\$5,000.00
Railroad Parking Enforcement Officer	Part Time	Hourly	\$15.13	\$25.00
OEM CERT Coordinator	Part Time	Hourly	\$500.00	\$800.00
<b><u>Public Works</u></b>				
Superintendent	Full Time	Annual	\$100,000.00	\$140,000.00
Deputy Superintendent	Full Time	Annual	\$80,000.00	\$100,000.00
Recycling Coordinator	Part Time	Annual	\$2,000.00	\$10,000.00
Clean Communities Coordinator	Part Time	Annual	\$3,000.00	\$10,000.00
Water/Sewer Clerk	Part Time	Hourly	\$15.13	\$30.00
<b><u>Community Engagement</u></b>				
Director	Part Time	Annual	\$10,000.00	\$50,000.00
Director	Part Time	Hourly	\$30.00	\$50.00
Recreation Assistant	Part Time	Hourly	\$15.13	\$30.00
Communications Specialist	Part Time	Hourly	\$15.13	\$30.00
Clerical	Seasonal/PT	Hourly	\$15.13	\$30.00
Summer Program Director	Seasonal/PT	Annual	\$1,700.00	\$10,000.00
Assistant Summer Program Director	Seasonal/PT	Annual	\$1,260.00	\$7,000.00
Canoe Renter-1st Year	Seasonal/PT	Hourly	\$13.73	\$20.00
Canoe Renter-2nd Year	Seasonal/PT	Hourly	\$13.73	\$20.00
Canoe Renter-Substitute	Seasonal/PT	Hourly	\$13.73	\$20.00
Apprentice Summer Counselors	Seasonal/PT	Hourly	\$13.73	\$20.00
Junior Summer Counselors	Seasonal/PT	Hourly	\$13.73	\$20.00
Senior Summer Counselors	Seasonal/PT	Hourly	\$13.73	\$25.00
<b><u>Sewer</u></b>				
Licensed Wastewater Backup Operator	Part Time	Annual	\$1,000.00	\$15,000.00
<b><u>Water</u></b>				
Water Plant Backup Operator	Full Time	Annual	\$50,000.00	\$110,000.00
<b><u>Boards</u></b>				
Board, Commission and Agency Secretary	Part Time	Per Meeting	\$100.00	\$250.00

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.

Introduced:  
Passed:  
Adopted:

Honorable Joseph Altomonte, Mayor

#### CERTIFICATION OF ORDINANCE

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, and State of New Jersey, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Council of the Borough of Matawan on \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunder set my hand and seal of the Borough of Matawan this \_\_\_\_ day of \_\_\_\_\_

Karen Wynne, RMC  
Municipal Clerk



## RESOLUTION 24-11-21

### 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	\$3,504,155.25
Water/Sewer	\$577,000.25
Borough Capital	\$73,589.46
Water Capital	\$7,958.10
Grant	\$17,069.37
Borough Trust	\$14,163.38
Dog Tax Trust	\$3,002.40
Recreation Trust	\$11,218.45
Unemployment	\$9,139.00
<b>Total</b>	<b>\$4,217,295.66</b>

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

### CERTIFICATION OF RESOLUTION

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on November 12, 2024.

**IN WITNESS WHEREOF**, I have hereunder set my hand and official seal of the Borough of Matawan this 12<sup>th</sup> day of November, 2024.

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Karen Wynne, RMC  
Municipal Clerk