

**Borough of Matawan  
Public Session  
February 19, 2013**

**A** regular meeting of the Borough Council of the Borough of Matawan, New Jersey, was held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey on February 19, 2013. The meeting was called to order at 7:00 PM by Mayor Buccellato presiding. Mayor Buccellato called the meeting to order, pursuant to Section 5 of the Open Public Meetings Act that adequate notice of this meeting has been provided in the notice which was published in the *Asbury Park Press* on January 9, 2013, by sending notice to *The Independent*, and by posting. Mayor Buccellato requested a roll call.

On roll call the following members responded present:

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Also, present were Louis Ferrara, Borough Administrator, Pasquale Menna, Borough Attorney, and Robert Keady, Borough Engineer.

Mayor Buccellato asked everyone to stand for a moment of silence.

Mayor Buccellato asked everyone to stand in the Salute to the Flag.

**Firemen Fund Drive**

Mayor Buccellato read a Proclamation establishing a Firemen Fund Drive from June 1, 2013 through and including July 30, 2013.

**Old Business**

Mayor Buccellato read by title Ordinance 13-01: Ordinance to Amend the Code of the Borough of Matawan – Deleting Chapter 15-17 Hearing Board. Mayor Buccellato requested a motion to open the public hearing. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. Council agreed. Motion passed. Mayor Buccellato requested comments. There were no comments. Mayor Buccellato requested a motion to close the public hearing. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. Council agreed. Motion passed. Mayor Buccellato read by title on third and final reading Ordinance 13-01: Ordinance to Amend the Code of the Borough of Matawan – Deleting Chapter 15-17 Hearing Board requesting a motion to adopt. Councilwoman Clifton made the motion, seconded by Councilman Urbano. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**ORDINANCE 13-01  
ORDINANCE TO AMEND THE CODE OF  
THE BOROUGH OF MATAWAN  
DELETING CHAPTER 15-17 HEARING BOARD**

**WHEREAS**, the governing body of the Borough of Matawan wishes to update their current Code; and

**WHEREAS**, the Borough Attorney of the Borough of Matawan has recommended the deletion of Chapter 15-17 Hearing Board to conform with State Statutes and Regulations.

**NOW, THEREFORE BE IT RESOLVED** by the Borough Council of the Borough of Matawan that Chapter 15-17 Hearing Board is hereby deleted from the Code of the Borough of Matawan.

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Mayor Buccellato read by title Resolution 12-01-39: Qualified for Credit under the LOSAP Program for the Year 2012. Mayor Buccellato requested a motion. Councilwoman Clifton made the motion, seconded by Councilman Urbano. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-01-39  
QUALIFIED FOR CREDIT UNDER THE  
LOSAP PROGRAM FOR THE YEAR  
2012**

**WHEREAS** Ordinance #03-22 of the Borough of Matawan implemented the Length of Service Award Program (LOSAP) for the Matawan First Aid and Rescue Squad 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 First Aid and Rescue Squad.

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

1. Per the certified list received, the following Matawan First Aid and Rescue Squad members are hereby approved to receive the 2012 LOSAP award:

James Archibald	Joan Clune
Charles Jameson	Robert Forge
Steven Morley	Brendan Parker
Patricia Sickels	Christopher Sommer
Sean Tierney	

The amount each qualified member will receive for the 2012 LOSAP award is \$1,150.00.

Charles Jameson	Steven Morley
Brendan Parker	Christopher Sommer

The amount each qualified member will receive for the 2012 LOSAP award is \$750.00

James Archibald	Robert Forge
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The amount each qualified Member will receive for the 2012 LOSAP award is \$500.00

Joan Clune	Patricia Sickels
Sean Tierney	

3. The certified list of members shall be posted at the office of the Municipal Clerk of the Borough of Matawan and at the Matawan First Aid and Rescue Squad for a period of 30 days to allow sufficient time for membership review.

4. 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.

Mayor Buccellato introduced Councilwoman Gould who introduced the new Borough of Matawan Administrator, Louis A. Ferrara. The Council expressed its gratitude to Councilwoman Gould on her time and effort expended in the search and hire of Mr. Ferrara.

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Mayor Buccellato read by title Resolution 13-02-46: Resolution Confirming Appointment of Borough Administrator. Mayor Buccellato requested a motion. Councilwoman Gould made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-46  
RESOLUTION CONFIRMING APPOINTMENT  
OF BOROUGH ADMINISTRATOR**

*WHEREAS, the Borough of Matawan is in need of filling the position of Borough Administrator; and*

*WHEREAS, it has been determined that Louis C. Ferrara has the necessary qualifications to provide the Borough of Matawan with effective service in the position of Borough Administrator; and*

*WHEREAS, the Mayor herewith appoints Louis C. Ferrara to the position of Borough Administrator;*

*NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Matawan that pursuant to N.J.S.A. 40A:9-136 and 137, Louis C. Ferrara be and is hereby appointed and hired as the Borough of Matawan Borough Administrator effective February 18, 2013, said term of service at the pleasure of the governing body; ; and*

*BE IT FURTHER RESOLVED, that Louis C. Ferrara shall receive a salary and benefits per attached agreement to perform all duties required of the position of Borough Administrator in an amount not to exceed One Hundred Ten Thousand Dollars and No Cents (\$110,000.00).*

*BE IT FURTHER RESOLVED, the Council of the Borough of Matawan resolves that Paul Buccellato or the successor to the office of Mayor is hereby authorized as signatory on behalf of the Borough of Matawan.*

**CERTIFICATION AS TO AVAILABLE FUNDING**

*I, Monica Antista, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the 3-01-20-100-100 (\$48,125.00 prorated for 2013) and 3-09-55-500-100 (\$48,125.00 prorated for 2013) Budget of the Borough of Matawan to Louis C. Ferrara for the Borough of Matawan in an 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)*

\_\_\_\_\_  
*Monica Antista, CMFO*

*Dated: February 19, 2013*

Mr. Ferrara thanked Mayor and Council and joined them on the dais.

**Clerk's Report**

No report.

**Mayor's Report**

Mayor Buccellato informed, upon the recommendation of the Redevelopment Attorney, of the addition to tonight's agenda of an updated Resolution 13-02-56: Authorizing the Unified Planning/Zoning Board of Matawan to Undertake an Updating of the Preliminary Investigation for Redevelopment.

Mayor Buccellato informed Vendor #00305 in the amount of \$4,374.95 will be held from the bill list as requested by Lt. Gallo and the CFO.

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**Administrator's Report**

Mr. Ferrara thanked Mayor and Council stating he looks forward to working with the Borough and Council.

**Attorney's Report**

No report.

**Engineer's Report**

Mr. Keady reported on the progress of the Water Treatment Plant stating the painting and handrail of the clarifier is complete, excavation has begun for the cooling contact tank is complete and will be installed shortly. The contractor is continuing with the piping and wiring installations; temporary electric service has been installed; testing is targeted for April 1 with start up on May 15.

Second, as previously reported, the Park Avenue Sanitary Sewer Rehabilitation is advertised with a bid opening date of March 5, 2013.

Lastly, New Jersey Natural Gas is currently in process of upgrading its system. As such, NJNG has approached T&M Associates with its project of replacing some of the gas mains on Schenck Avenue which, as you are aware, has recently been paved with the 2011 Road Program. Mr. Keady stated he has had a few meetings with NJNG who is proposing, in the recently paved areas, to install the gas main and then mill and repave for the length of that area. In the areas of that have not been paved they will simply do the required trench repair. What they did offer was to extend the paving from Woodland Avenue to the next block or in an equivalent amount. This will provide Schenck Avenue with new surfacing in an area which was not included in the 2011 Road Program. A street opening permit will be issued with identified terms and conditions, and require NJNG to post a two year bond to ensure the work performed. They are looking to proceed as soon as possible with work estimated to be completed within approximately two weeks. Council expressed concern over residents who have just went through repaving and now will be asked to do so again and NJNG lack of coordination of road openings with municipalities. Mr. Keady replied NJNG has a new representative for municipalities who is hoping to bridge that gap. Mayor Buccellato states if NJNG is extending 300 feet beyond Schenck does Council want to consider replacing curbing and aprons. Council agreed. Messrs. Keady and Ferrara will visit Schenck and estimate curbing and aprons for Council approval. Mayor Buccellato asked Council for authorization to have Mr. Keady proceed with negotiations with NJNG. Council agreed.

Mayor and Council excused Mr. Keady from the remaining portion of the meeting.

**Property Maintenance, Technology, Sanitation/Recycling**

Councilwoman Daly welcomed Mr. Ferrara to Matawan.

She stated though she has no report tonight she should be able to provide further information on a "paperless" Council at its next meeting.

**Finance, Education, Environmental**

Councilman Fitzsimmons also welcomed Mr. Ferrara to Matawan looking forward to working on the budget with Mr. Ferrara and the CFO, Ms. Antista.

He also congratulated the Matawan-Aberdeen Regional High School basketball team who placed well in the Shore Conference Tournament.

**Personnel, Redevelopment, Construction, Community Development**

Councilwoman Gould expressed her eagerness to work with Mr. Ferrara on the redevelopment issue.

She gave the Construction Department report for January 2013:

- Permit income and certificates - \$10,288.00
- Business, CCO, Miscellaneous - \$375.00

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- Paid to State Quarterly Payment - \$476.00
- Value of Construction Work - \$312,550.00
- Permits Issued – 52

**Recreation, Historic Sites, Library**

Councilwoman Clifton welcomed Mr. Ferrara informing of the current program of roof repair to the Burrowes Mansion stating thought a grant was received and will cover a portion of the project, she looks forward to working with Mr. Ferrara to investigate further funding.

Councilwoman Clifton welcomed Ruth Grant, Sue Banner and Jennifer DeMarco as new members to the Recreation Committee asking anyone to volunteer to assist the Committee. Further, the monthly meetings of the Recreation Committee will permanently move to the third Thursday of the month at 7:00 PM.

**Police, Fire, First Aid, Railroad Parking, ADA**

Councilman Urbano informed of the first meeting of the Disability Accessibility Committee who discussed implementing the ADA transition plan and funding.

The new fire truck arrived on Sunday, Borough of Matawan Fire Department Volunteers began to receive training on the apparatus, and the truck is on active duty.

Councilman Urbano stated the combined municipal court of Hazlet, Keyport and Matawan have not been providing monthly reports. Mr. Menna informs available on the internet by municipality.

**Public Works, Water/Sewer, Planning/Zoning, Shade Tree**

Councilwoman Angelini welcomed Mr. Ferrara.

**Consent Agenda**

Mayor Buccellato read by title Resolutions 13-02-20 through and including 13-02-41 requesting a motion to approve en masse. Councilwoman Angelini made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-20  
REDEMPTION OF TAX SALE CERTIFICATE  
JIAN YANG  
CERTIFICATE #10-00031**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #10-00031 which was sold to Jian Yang, 144-90 41<sup>st</sup> Ave., Apt. 515, Flushing, NY 11355; and*

*WHEREAS, Certificate #10-00031 has been paid and fully redeemed for the property owner, Block 34, Lot 22.01 otherwise known as 20 Center St.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,911.77 to the above for the redemption of Tax Sale Certificate #10-00031.*

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

**RESOLUTION 13-02-21  
REDEMPTION OF TAX SALE CERTIFICATE  
WEN LU  
CERTIFICATE #11-00043**

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*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #10-00031 which was sold to Wen Lu, 144-90 41<sup>st</sup> Ave., Apt. 515, Flushing, NY 11355; and*

*WHEREAS, Certificate #11-00043 has been paid and fully redeemed for the property owner, Block 45.01, Lot 13 otherwise known as 916 Highway 34.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$3,158.52 and a Premium of \$500.00 to the above for the redemption of Tax Sale Certificate #11-00043.*

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

**RESOLUTION 13-02-22  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR PRO CAP II, LLC  
CERTIFICATE #12-00008**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00008 which was sold to US Bank Cust for Pro Cap II, LLC, US Bank TLSG, 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102; and*

*WHEREAS, Certificate #12-00008 has been paid and fully redeemed for the property owner, Block 9, Lot 4 otherwise known as 87 Main St.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$2,544.73 to the above for the redemption of Tax Sale Certificate #12-00008.*

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

**RESOLUTION 13-02-23  
REDEMPTION OF TAX SALE CERTIFICATE  
JIAN YANG  
CERTIFICATE #12-00012**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00012 which was sold to Jian Yang, 144-90 41<sup>st</sup> Ave., Apt. 515, Flushing, NY 11355; and*

*WHEREAS, Certificate #12-00012 has been paid and fully redeemed for the property owner, Block 11, Lot 36 otherwise known as 1 Boston Lane.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$394.22 and a Premium of \$300.00 to the above for the redemption of Tax Sale Certificate #12-00012.*

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

**RESOLUTION 13-02-24  
REDEMPTION OF TAX SALE CERTIFICATE  
JIAN YANG  
CERTIFICATE #12-00014**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00014 which was sold to Jian Yang, 144-90 41<sup>st</sup> Ave., Apt. 515, Flushing, NY 11355; and*

*WHEREAS, Certificate #12-00014 has been paid and fully redeemed for the property owner, Block 15, Lot 6 otherwise known as 114 Atlantic Ave.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,441.96 and a Premium of \$500.00 to the above for the redemption of Tax Sale Certificate #12-00014.*

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

**RESOLUTION 13-02-25  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR CRESTAR CAPITAL, LLC  
CERTIFICATE #12-00015**

*WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00015 which was sold to US Bank Cust for Crestar Capital, LLC, TLSG 2 Liberty Pl., 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102;*

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and

**WHEREAS**, Certificate #12-00015 has been paid and fully redeemed for the property owner, Block 17, Lot 6 otherwise known as 44 Little St.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,172.65 and a Premium of \$400.00 to the above for the redemption of Tax Sale Certificate #12-00015.

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

**RESOLUTION 13-02-26  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR FNA JERSEY BOI, LLC  
CERTIFICATE #12-00031**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00031 which was sold to US Bank Cust for FNA Jersey BOI, LLC, 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102; and

**WHEREAS**, Certificate #12-00031 has been paid and fully redeemed for the property owner, Block 34, Lot 4 otherwise known as 137 Broad St.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$434.37 to the above for the redemption of Tax Sale Certificate #12-00031.

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

**RESOLUTION 13-02-27  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR PRO CAPITAL  
CERTIFICATE #12-00038**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00038 which was sold to US Bank Cust for Pro Capital, US Bank TLSG, 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102; and

**WHEREAS**, Certificate #12-00038 has been paid and fully redeemed for the property owner, Block 37, Lot 12 otherwise known as 205 Jackson St.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$3,116.59 and a Premium of \$100.00 to the above for the redemption of Tax Sale Certificate #12-00038.

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

**RESOLUTION 13-02-28  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR PRO CAPITAL  
CERTIFICATE #12-00046**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00046 which was sold to US Bank Cust for Pro Capital, US Bank TLSG, 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102; and

**WHEREAS**, Certificate #12-00046 has been paid and fully redeemed for the property owner, Block 47.02, Lot 15 otherwise known as 3 New Brunswick Ave.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$632.64 and a Premium of \$200.00 to the above for the redemption of Tax Sale Certificate #12-00046.

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

**RESOLUTION 13-02-29  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR CRESTAR CAPITAL, LLC  
CERTIFICATE #12-00050**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00050 which was sold to US Bank Cust for Crestar Capital, LLC, TLSG 2 Liberty Pl., 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102; and

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**WHEREAS**, Certificate #12-00050 has been paid and fully redeemed for the property owner, Block 47.02, Lot 38 otherwise known as 39 New Brunswick Ave.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$982.74 and a Premium of \$100.00 to the above for the redemption of Tax Sale Certificate #12-00050.

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

**RESOLUTION 13-02-30  
REDEMPTION OF TAX SALE CERTIFICATE  
JIAN YANG  
CERTIFICATE #12-00054**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00054 which was sold to Jian Yang, 144-90 41<sup>st</sup> Ave., Apt. 515, Flushing, NY 11355; and

**WHEREAS**, Certificate #12-00054 has been paid and fully redeemed for the property owner, Block 60, Lot 13 otherwise known as 49 New Brunswick Ave.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$292.10 and a Premium of \$100.00 to the above for the redemption of Tax Sale Certificate #12-00054.

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

**RESOLUTION 13-02-31  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR PROCAPITAL  
CERTIFICATE #12-00055**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00055 which was sold to US Bank Cust for ProCapital, US Bank TLSG, 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102; and

**WHEREAS**, Certificate #12-00055 has been paid and fully redeemed for the property owner, Block 61, Lot 4.13 otherwise known as 13 Oak Knoll Dr.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$911.31 to the above for the redemption of Tax Sale Certificate #12-00055.

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

**RESOLUTION 13-02-32  
REDEMPTION OF TAX SALE CERTIFICATE  
JIAN YANG  
CERTIFICATE #12-00056**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00056 which was sold to Jian Yang, 144-90 41<sup>st</sup> Ave., Apt. 515, Flushing, NY 11355; and

**WHEREAS**, Certificate #12-00056 has been paid and fully redeemed for the property owner, Block 61, Lot 4.27 otherwise known as 27 Oak Knoll Drive.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$324.63 and a Premium of \$100.00 to the above for the redemption of Tax Sale Certificate #12-00056.

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

**RESOLUTION 13-02-33  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR CRESTAR CAPITAL, LLC  
CERTIFICATE #12-00057**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00057 which was sold to US Bank Cust for Crestar Capital, LLC, TLSG 2 Liberty Pl., 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102; and

**WHEREAS**, Certificate #12-00057 has been paid and fully redeemed for the property owner, Block 61, Lot



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4.57 otherwise known as 57 Oak Knoll Dr.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,554.14 and a Premium of \$200.00 to the above for the redemption of Tax Sale Certificate #12-00057.

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

**RESOLUTION 13-02-34  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR CRESTAR CAPITAL, LLC  
CERTIFICATE #12-00067**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00067 which was sold to US Bank Cust for Crestar Capital, LLC, TLSG 2 Liberty Pl., 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102; and

**WHEREAS**, Certificate #12-00067 has been paid and fully redeemed for the property owner, Block 71, Lot 43 otherwise known as 34 Middlesex Rd.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$882.53 and a Premium of \$100.00 to the above for the redemption of Tax Sale Certificate #12-00067.

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

**RESOLUTION 13-02-35  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR CRESTAR CAPITAL, LLC  
CERTIFICATE #12-00068**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00068 which was sold to US Bank Cust for Crestar Capital, LLC, TLSG 2 Liberty Pl., 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102; and

**WHEREAS**, Certificate #12-00068 has been paid and fully redeemed for the property owner, Block 71, Lot 53.11 otherwise known as 102 Christine Ct.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$370.63 to the above for the redemption of Tax Sale Certificate #12-00068.

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

**RESOLUTION 13-02-36  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR PRO CAPITAL  
CERTIFICATE #12-00078**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00078 which was sold to US Bank Cust for Pro Capital, US Bank TLSG, 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102; and

**WHEREAS**, Certificate #12-00078 has been paid and fully redeemed for the property owner, Block 94, Lot 2.01 otherwise known as 3 Forest Ave.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$1,087.04 to the above for the redemption of Tax Sale Certificate #12-00078.

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

**RESOLUTION 13-02-37  
REDEMPTION OF TAX SALE CERTIFICATE  
US BANK CUST FOR PRO CAPITAL  
CERTIFICATE #12-00088**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00088 which was sold to US Bank Cust for Pro Capital, US Bank TLSG, 50 S 16<sup>th</sup> St., Ste 1950, Philadelphia, PA 19102; and

**WHEREAS**, Certificate #12-00088 has been paid and fully redeemed for the property owner, Block 119, Lot 55 otherwise known as 42 Wilson Ave.

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**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$632.64 to the above for the redemption of Tax Sale Certificate #12-00088.

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

**RESOLUTION 13-02-38  
REDEMPTION OF TAX SALE CERTIFICATE  
CHANTEA GOETZ  
CERTIFICATE #12-00089**

**WHEREAS**, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00089 which was sold to Chantea Goetz, 25 Poet Drive, Matawan, NJ 07747; and

**WHEREAS**, Certificate #12-00089 has been paid and fully redeemed for the property owner, Block 120, Lot 5.01 C228 otherwise known as 228 Sloan Ct.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$320.89 to the above for the redemption of Tax Sale Certificate #12-00089.

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

**RESOLUTION 13-02-39  
APPROVAL OF TAXI DRIVER LICENSE RENEWAL  
ELEODORO A. DURAN**

**WHEREAS**, Eleodoro A. Duran, has passed the required Police Department background checks; and

**WHEREAS**, Eleodoro A. Duran, has filed the proper documentation with the Borough Clerk's office.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that they hereby approve the following Taxi Driver License Renewal:

Applicant: Eleodoro A. Duran  
147 Maple Avenue  
Keansburg, New Jersey 07734

**RESOLUTION 13-02-40  
APPROVAL OF TAXI DRIVER LICENSE RENEWAL  
VOLANDA FLORES-FONSECA**

**WHEREAS**, Yolanda Flores-Fonseca, has passed the required Police Department background checks; and

**WHEREAS**, Yolanda Flores-Fonseca, has filed the proper documentation with the Borough Clerk's office.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that they hereby approve the following Taxi Driver License Renewal:

Applicant: Yolanda Flores-Fonseca  
43 Idolstone Lane  
Aberdeen, New Jersey 07747

**RESOLUTION 13-02-41  
APPROVAL OF TAXI DRIVER LICENSE RENEWAL  
ADNAN F. NAQUI**

**WHEREAS**, Adnan F. Naqui, has passed the required Police Department background checks; and

**WHEREAS**, Adnan F. Naqui, has filed the proper documentation with the Borough Clerk's office.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that they hereby approve the following Taxi Driver License Renewal:

Applicant: Adnan F. Naqui  
605 Beers Street  
Hazlet, New Jersey 07730

Mayor Buccellato read by title Resolution 13-02-42: Approval of Raffle License – Manna House (Monmouth Neighborhood Housing, Inc.) – Casino Night – RL-625. Mayor Buccellato requested a motion. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly

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Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-42  
APPROVAL OF RAFFLE LICENSE  
MANNA HOUSE (MONMOUTH NEIGHBORHOOD HOUSING, INC.)  
CASINO NIGHT  
RL-625**

**BE IT RESOLVED** by the Council of the Borough of Matawan that they hereby approve the raffle license for Manna House (Monmouth Neighborhood Housing, Inc.) Fundraiser.

<u>Name &amp; Location of Organization's Event</u>	<u>Date &amp; Time</u>
St. Clement Reception Center 172 Freneau Avenue Matawan, New Jersey 07747	March 16, 2013 7:00 PM to 11:00 PM

Mayor Buccellato read by title Resolution 13-02-43: Approval of Raffle License – Manna House (Monmouth Neighborhood Housing, Inc.) – 50/50 Cash – RL-626. Mayor Buccellato requested a motion. Councilwoman Clifton made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-43  
APPROVAL OF RAFFLE LICENSE  
MANNA HOUSE (MONMOUTH NEIGHBORHOOD HOUSING, INC.)  
50/50 CASH  
RL-626**

**BE IT RESOLVED** by the Council of the Borough of Matawan that they hereby approve the raffle license for Manna House (Monmouth Neighborhood Housing, Inc.) Fundraiser.

<u>Name &amp; Location of Organization's Event</u>	<u>Date &amp; Time</u>
St. Clement Reception Center 172 Freneau Avenue Matawan, New Jersey 07747	March 16, 2013 7:00 PM to 11:00 PM

Mayor Buccellato read by title Resolution 13-02-44: Approval of Raffle License – Italian American Association of Monmouth County – 50/50 Cash – RL-627. Mayor Buccellato requested a motion. Councilwoman Clifton made the motion, seconded by Councilman Urbano. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-44  
APPROVAL OF RAFFLE LICENSE**

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**ITALIAN AMERICAN ASSOCIATION OF MONMOUTH COUNTY  
50/50 CASH  
RL-627**

*BE IT RESOLVED* by the Council of the Borough of Matawan that they hereby approve the raffle license for Italian American Association of Monmouth County Fundraiser.

Name & Location of Organization's Event  
St. Clement Reception Center  
172 Freneau Avenue  
Matawan, New Jersey 07747

Date & Time  
April 13, 2013  
7:00 PM to 11:00 PM

Mayor Buccellato read by title Resolution 13-02-45: Approval of Raffle License – Italian American Association of Monmouth County – Gift Auction – RL-628. Mayor Buccellato requested a motion. Councilwoman Angelini made the motion, seconded by Councilman Urbano. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-45  
APPROVAL OF RAFFLE LICENSE  
ITALIAN AMERICAN ASSOCIATION OF MONMOUTH COUNTY  
GIFT AUCTION  
RL-628**

*BE IT RESOLVED* by the Council of the Borough of Matawan that they hereby approve the raffle license for Italian American Association of Monmouth County Fundraiser.

Name & Location of Organization's Event  
St. Clement Reception Center  
172 Freneau Avenue  
Matawan, New Jersey 07747

Date & Time  
April 13, 2013  
7:00 PM to 11:00 PM

**New Business**

Mayor Buccellato read by title Resolution 13-02-47: Denial of Taxi Driver License. Mayor Buccellato requested a motion. Councilwoman Angelini made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-47  
DENIAL OF TAXI DRIVER LICENSE**

*WHEREAS*, Mohammad Munawar, has applied for a Taxi Driver License; and

*WHEREAS*, the Matawan Police Department recommended the license not be issued to Mohammad Munawar, as stated in Chapter 4 – Licensing and Business Regulations, Section 4-10.5(b) – Taxicab Driver's License predicated on a review of eligibility criteria and standards as set forth in the applicable licensing regulations.

*NOW, THEREFORE, BE IT RESOLVED* by the Council of the Borough of Matawan that they hereby deny the following Taxi Driver License:

Applicant: Mohammad Munawar

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1129 59<sup>th</sup> St., Apt. A1R  
Brooklyn, New Jersey 11219

Mayor Buccellato read by title Resolution 13-02-48: Approving Professional Services for Dynamic Testing Service. Mayor Buccellato requested a motion. Councilwoman Angelini made the motion, seconded by Councilman Urbano. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-48  
APPROVING PROFESSIONAL SERVICES FOR  
DYNAMIC TESTING SERVICE**

**WHEREAS**, the Borough of Matawan requires professional services related to the CDL Random Alcohol and Drug Testing Program; and

**WHEREAS**, Dynamic Testing Service, 230 Main Street, Suite C, Toms River, New Jersey 08753 has submitted proposal for said professional services attached hereto; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that they hereby approve Dynamic Testing Service's proposal dated January 30, 2013, term of said contract April 1, 2013 through March 31, 2016, for DOT 5 Panel Urine Drug Screen - \$45.00 per test, Breath Alcohol with Confirmation - \$35.00 per test and Split Specimen Testing - \$210.00 per test, said contract not to exceed One Thousand Dollars and No Cents (\$1,000.00).

**BE IT FURTHER RESOLVED**, the Council of the Borough of Matawan resolves that Paul Buccellato or the successor to the office of Mayor is hereby authorized as signatory on behalf of the Borough of Matawan.

**CERTIFICATION AS TO AVAILABLE FUNDING**

I, Monica Antista, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the 3-01-26-290-200 Budget of the Borough of Matawan to Dynamic Testing Service for the Borough of Matawan in an amount not to exceed One Thousand Dollars and No Cents (\$1,000.00).

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)

\_\_\_\_\_  
Monica Antista, CMFO  
Dated: February 19, 2013

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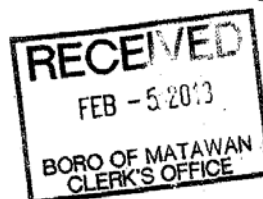
**Dynamic Testing Service**

230 Main St. – Suite C – Toms River – NJ 08753

**Borough of Matawan  
USDOT Compliance Services with Optional NonDOT Controlled Substance Testing**

WHEREAS, Borough of Matawan, (hereinafter referred to as "Client") requires services for the purpose of compliance with the Federal Motor Carrier Safety Regulations (FMCSR) regarding commercial driver license personnel and controlled substance/alcohol testing. WHEREAS, Dynamic Testing Service 230 Main St. Suite C, Toms River, NJ 08753, has expertise in, and is in the business to offer the above named services.

1. Contract will be in effect from April 1, 2013 to March 31, 2016 to be reviewed for content of service and cost for service. Notice to terminate prior to expiration of the contract year, by either party, must be sent in writing, 30 days prior to termination of the contract.
2. Dynamic Testing Service provides "onsite" specimen collections for the convenience of the Client. Designated Employee Representative(s) (DERs) shall be named by the Client for the purpose of confidential scheduling, and result reporting, at each location requiring testing.
3. Dynamic Testing Service will provide properly trained and certified specimen collectors and properly trained Breath Alcohol Technicians (BAT). Collection service includes the required forms, collection materials, and overnight transport of all collected specimens to SAMHSA certified laboratories. A list of local "patient service centers" will be provided to the Client for those circumstances, when it would not be possible for a collector to travel to the Client. If a collection site other than a PSC listed by Dynamic Testing Service the Client will assume the responsibility for any and all collection fees incurred.
4. Dynamic Testing Service has contracted with several SAMSHA Certified laboratories, and MRO's (Medical Review Officer) to provide drug testing services in accordance with standards set forth by the USDOT regulations, reports shall be retrieved by Dynamic Testing Service via secured website and/or secured fax. Breath alcohol test results are available immediately upon completion of the test.
5. Dynamic Testing Service will retain all "Positive" urine drug and/or alcohol tests for a minimum of five years and all "Negative" urine drug and/or alcohol tests for a minimum of one year; according to the federal guidelines.
6. Dynamic Testing Service will establish a "confidential reporting protocol" for the purpose of reporting all confirmed positive test results in accordance with standards set forth by the US Department of Health and Human Services and the Client's Substance Abuse/Alcohol Misuse Policy. The Client will refer all employees who test positive for controlled substances and/or alcohol to a Substance Abuse Professional (SAP) for an evaluation and recommendation for treatment.
7. Dynamic Testing Service will report to the Client all positive, negative, unconfirmed positive tests".
8. Dynamic Testing Service will be responsible for the administration of the random testing program as prescribed by the USDOT and the Federal Highway Administration (FHWA) requirements. Random testing will be scheduled "evenly" throughout the calendar year. Controlled substance testing will be a minimum of 50% of the average number of CDL personnel and/or "Safety-Sensitive" personnel for the year; Breath Alcohol Testing will be a minimum of 10% of the average number of CDL personnel and/or "Safety-Sensitive" personnel for the year. It is the Client's responsibility to keep Dynamic Testing Service, current on changes in personnel to ensure the integrity of the random program.
9. Dynamic Testing Service will review the Client's Controlled Substance Abuse/Alcohol Misuse Policy for any recommendations on updating and/or changes.
10. The Client will notify Dynamic Testing Service immediately upon determination of a "Reasonable Suspicion" or a "DOT" defined accident to work within the time constraints of the Federal Regulations.



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*Dynamic Testing Service*

11. The service fee for "Post Accident" and "Reasonable Suspicion" testing, when called for the sole purpose of either test, will be a flat fee of \$200.00 per incident.
12. Dynamic Testing Service agrees to be available for telephone consultation as is required by the Client. If the Client requests a consultation at their location Dynamic Testing Service will make every effort to schedule a meeting when in the area of the Client's office to offset expenses for both parties. Should it be necessary for Dynamic Testing Service to travel to the Client's office for the sole purpose of consultation the fee would follow the same format as for "post accident" and "reasonable suspicion" testing.
13. Dynamic Testing Service will generate invoices when services are rendered unless otherwise noted by Client. All invoices are payable within 30 days.
14. Client agrees to hold Dynamic Testing Service harmless for any of the Client's actions including negligence of that not in accordance with federal regulations or Client's controlled substance abuse/alcohol misuse policy.
15. This Contract is governed by the laws of the State of New Jersey. Any action arising from or relating to this Contract shall be filed with a Court of appropriate jurisdiction with the County of Ocean, New Jersey.
16. If any one or more of the provisions of this Contract are determined to be unenforceable, in whole or in part, the remaining provisions shall remain fully operative.
17. The provisions of N.J.S.A. 10:2.4, dealing with discrimination in employment regarding public contracts, and N.J.S.A. 17:27-1 et seq., dealing with affirmative action and the rules and regulations promulgated pursuant thereto, shall be incorporated herein by reference and made binding upon Dynamic Testing Service.
18. Any necessary reports will be provided by Dynamic Testing Service.

  
\_\_\_\_\_  
Patricia Lukowiak  
Dynamic Testing Service

\_\_\_\_\_  
Borough of Matawan Representative

1/30/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Fee Schedule

DOT 5 Panel Urine Drug Screen	\$45.00
Breath Alcohol with Confirmation	\$35.00
Split Specimen Testing	\$210.00

Mayor Buccellato read by title Resolution 13-02-49: Appointing Main Correspondent and Secondary Correspondent to the Shared Community Emergency Response Team. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-49  
APPOINTING MAIN CORRESPONDENT AND  
SECONDARY CORRESPONDENT TO THE  
SHARED COMMUNITY EMERGENCY RESPONSE TEAM**

**WHEREAS**, the Borough of Matawan ("Borough") and the Township of Aberdeen ("Township") have, by Ordinance, each created a Community Emergency Response Team ("CERT") which can provide essential assistance in the event of a bona fide emergency; and

**WHEREAS**, Resolution 13-02-17 established an Interlocal Shared Services Agreement between the Borough and Township to maximize efficiency as well as the benefits to be provided by the CERTs; and

**WHEREAS**, said Agreement requires the Borough and the Township to collectively appoint (1) person to

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*coordinate efforts among the respective CERTs and to serve as the Main Correspondent to the Borough and Township, and each shall appoint one (1) other person to serve as a Secondary Correspondent for each who shall work directly with the Main Correspondent; and*

**WHEREAS**, Herbert Caravella is qualified for said position of Main Correspondent to the CERT; and

**WHEREAS**, Neil Olufsen, Matawan, is qualified for said position of Secondary Correspondent to the CERT.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that Herbert Caravella be appointed as Main Correspondent and Neil Olufsen be appointed as Secondary Correspondent for the Borough of Matawan to the CERT.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to Community Development, Hall of Records Annex, One East Main Street, Freehold, New Jersey 07728.

Mayor Buccellato read by title Resolution 13-02-50: Authorizing Settembrino Architects to Provide Professional Services to Prepare Construction Documents for ADA Improvements. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-50  
AUTHORIZING SETTEMBRINO ARCHITECTS  
TO PROVIDE PROFESSIONAL SERVICES TO  
PREPARE CONSTRUCTION DOCUMENTS FOR ADA IMPROVEMENTS**

**WHEREAS**, the Mayor and Council of the Borough of Matawan received an estimate from Settembrino Architects for professional services to prepare construction documents on behalf of the Borough of Matawan for public bidding of architectural interior improvements to the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey 07747; and

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the Borough of Matawan does hereby award the contract for professional services to Settembrino Architects in an amount not to exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00).

**BE IT FURTHER RESOLVED** that the Council of the Borough of Matawan herewith authorizes the Mayor to execute an Agreement for professional services between the Borough of Matawan and Settembrino Architects, 25 Bridge Avenue, Suite 201, Red Bank, New Jersey 07701.

**CERTIFICATION AS TO AVAILABLE FUNDING**

I, Monica Antista, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the Budget Account C-04-55-900-528 of the Borough of Matawan to Settembrino Architects to prepare construction documents on behalf of the Borough of Matawan for public bidding of ADA Improvements to the Matawan Municipal Community Center in an amount not to exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00).

This certification is based solely on the information encumbered into the financial records of the borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

\_\_\_\_\_  
Monica Antista, CMFO

Dated: February 14, 2013



**SETTEMBRINO  
ARCHITECTS**

25 Bridge Avenue, Suite 201 February 1, 2013, Revised  
Red Bank, NJ 07701 January 29, 2013  
(o) 732.741.4900 July 17, 2012



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(f) 732.741.4977  
www.settembrino.com

Hon. Paul Buccelato, AIA  
Mayor  
Borough of Matawan  
201 Broad Street  
Matawan, NJ 07747

RE: Request for Proposal  
Matawan Municipal Community Center  
ADA Improvements  
*Architectural Services*

Dear Paul:

Thank you for the opportunity to submit our proposal to prepare construction documents for public bidding, for the architectural interior improvements at the Matawan Municipal Community Center. *To be clear, Settembrino Architects will contract directly with the Borough of Matawan and coordinate all project drawings and specifications with your designated Engineer.* The interior improvements include installation of handrails, renovations of ramps and landings, replacement / relocation of a suggestion box and writing counter, installation of restroom door closers, and replacement of the main entrance door opener. The approximate construction value of these improvements, as noted in the CDBG application attached, is \$70,000. Additionally, Settembrino Architects will review the current NJ State and Federal ADA Codes to insure compliance with both. We will coordinate with your designated engineer to prepare architectural construction drawings and specifications. Your engineer will prepare the construction drawings and specifications for all exterior barrier free improvements for public bidding in accordance with the Local Public Contracts Law. Based on these requirements, Settembrino Architects can offer the following Scope of Work (SOW):

- A. Review and prepare local existing conditions and a key plan based on floor plans provided by the borough engineer.
- B. Provide construction documents and technical specifications for all architectural barrier free improvements as listed above.
- C. Provide shop drawing review and on site construction review as requested not to exceed two (2) site visits.
- D. Provide one (1) final punch-list at Substantial Completion.

Our fixed fee to complete these services is \$7,500 plus reimbursable expenses. Any and all civil, environmental or hazardous material investigation or abatement is excluded from this proposal.

Thank you once again for this opportunity to work with the Borough of Matawan. Please do not hesitate to call with any questions or comments.

Sincerely,



Kevin M Settembrino, AIA,  
LEED AP Principal

KMS/ra

**SETTEMBRINO  
ARCHITECTS**

Mayor Buccellato read by title Resolution 13-02-51: Resolution Authorizing Bid Specifications for 2013 Cell Tower and Authorizing the Business Administrator of the Borough of Matawan to Solicit Bids for the Construction and Operation of a 2013 Cell Tower within the Borough of Matawan. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call. A roll call vote was taken.

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Yes: Councilwoman Daly  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Abstain: Councilman Fitzsimmons

Motion passed.

**RESOLUTION 13-02-51  
RESOLUTION AUTHORIZING BID SPECIFICATIONS FOR 2013 CELL  
TOWER AND AUTHORIZING THE BUSINESS ADMINISTRATOR OF THE  
BOROUGH OF MATAWAN TO SOLICIT BIDS FOR THE CONSTRUCTION  
AND OPERATION OF A 2013 CELL TOWER WITHIN THE BOROUGH OF  
MATAWAN**

*WHEREAS, the Borough of Matawan previously authorized the hiring of a consultant for the preparation of bid specifications pursuant to Resolution 13-02-17 dated February 5, 2013; and*

*WHEREAS, bids have been prepared and annexed hereto and made a part hereof; and*

*WHEREAS, said bids contained notice to bidders, bidder information, site lease agreements, check lists, specifications, forms and a proposal as well as a performance bond requirement.*

*NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, County of Monmouth, State of New Jersey that said bid specs be accepted and the Business Administrator hereby is authorized to send out to advertise for proposals and set a date for acceptance of the proposed bids in accordance with the specifications annexed hereto and made a part hereof.*

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**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT**

**SECTION A**

**NOTICE TO BIDDERS  
BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
NOTICE TO BIDDERS  
PUBLIC NOTICE**

Invitations are extended to bidders to bid for the following project:

COMMUNICATIONS SITE LEASE AGREEMENT

**Borough of Matawan  
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*THE BOROUGH OF MATAWAN will accept bids by mail, recognized overnight carrier or in person for a "Communications Site Lease Agreement" for the rental of a portion of municipally owned property at Block 6, Lot 7, within the Borough of Matawan, New Jersey, until 10:00 a.m. on April 10, 2013, at which time all bids will be publicly opened and read aloud. The Borough of Matawan shall not be responsible for any bid mailed which is lost in transit or delivered late by the postal service or recognized overnight carrier. Bids should be submitted in SEALED ENVELOPES, addressed to the Borough Clerk, Borough of Matawan, 201 Broad Street, Matawan, New Jersey 07747 and clearly marked on the outside "Communications Site Lease Agreement".*

*Contract Documents for the proposed lease are available at the office of the Borough Clerk, Borough of Matawan, 201 Broad Street, Matawan, New Jersey 07747, and may be inspected by prospective bidders during business hours. Monday through Thursday 7:30 AM to 5:00 PM. Bidders will be furnished with a copy of the Contract Documents by request.*

*After receipt of bids, no bids may be withdrawn within sixty (60) days after the date of the bid opening except as provided for herein. The bid of any bidder who consents to an extension may be held for consideration for a longer period as may be agreed upon between bidder and the Borough of Matawan. Bidders must use and fully complete proposal forms within the specifications and comply with all requirements attached thereto.*

*The Borough of Matawan reserves the right to reject any or all bids, to waive immaterial informalities, or to accept any bid which, in the opinion of the Borough of Matawan, will be in its best interest, all in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et In the event of an equal or tie bid, the Borough of Matawan shall award the bid to the bidder which, in the Borough's sole discretion, best serves its interest.*

*The selected bidder or bidders will, within ten (10) business days of award of the bid, enter into a Communications Site Lease Agreement with the Borough of Matawan.*

*The highest bidder shall be awarded the right to construct and manage a 130 foot wireless communications monopole with the capacity to accommodate six (6) wireless carriers ("Tower"), which is already planned and zoning approved and has two pending tenants. All Successful Bidders will be allowed to co-locate on the Tower and locate their associated equipment within a designated ground lease area, with the top of the highest bidder's antenna to be located at 105' elevation (below the two pending tenants) and cluster mounted with two antennae per sector, due to SHPO restrictions. If space permits, each other successful Bidder shall be given priority as to their location on the Tower based upon their bid price. The highest Bidder shall be responsible for the design of its installation, as shall be directed and approved by the Borough as a municipal capital improvement project. All costs of the municipality in relationship to the preparation of approvals of the project are to be borne by the successfully bidder. Each co-locator shall sign a lease, as may be approved by the Borough, with the Prime Lessee for the use of space on the tower and within the compound.*

*The Borough of Matawan requires a minimum rental bid of \$31,000 per year. Bidders are required to comply with the requirements of P.L. 1975, c. 127 and the Americans with Disabilities Act.*

**BY ORDER OF THE BOROUGH OF MATAWAN OF THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY.**

\_\_\_\_\_  
Jean B. Montfort, RMC

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT**

**SECTION B  
BIDDERS INFORMATION**

**1. SUBMISSION AND OPENING OF BIDS**

*Bids shall be submitted at the time and place indicated in the Notice to Bidders enclosed in a sealed envelope, bearing the name and address of the Bidder, addressed to the Borough of Matawan, ATTN.: Jean Montfort, Borough Clerk, 201 Broad Street, Matawan, NJ 07747 and endorsed "Communications Site Lease Agreement". Bids shall be accompanied by the documents required by the Bid Documents. On the date and at the time specified in the Notice to Bidders, the Bids will be publicly opened and, unless obviously non-responsive, read aloud. **NO BIDS WILL BE RECEIVED AFTER THE DATE AND TIME SPECIFIED.***

**2. BID DOCUMENTS**

*Bid Documents are available at the office of the Borough Clerk, Borough of Matawan, 201 Broad Street, Matawan, New Jersey 07747, and may be inspected by prospective bidders during business hours. Monday through Tuesday from 7:30 AM to 5:00 PM. Bidders will be furnished with a copy of the Contract Documents by request during business hours (7:30 AM to 5:00 PM), Monday through Thursday. A complete set of Bid Documents, including Addendum (if any), must be used in preparing bids. The BOROUGH assumes, no responsibility for errors or misinterpretations resulting from incomplete sets of Bid Documents.*

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Any questions regarding the Bid Documents should be directed to the Borough Wireless Communications Consultant, Declan O'Scanlon, at (732) 741-3246 between the hours of 7:30 AM – 5 PM, Monday through Thursday.

**3. DEFINITIONS**

The terms "Bid Documents" and "Contract Documents" may, as applicable, be used interchangeably. The term "BOROUGH" refers to the Borough of Matawan, Monmouth County, New Jersey. The definitions of other terms used throughout the Bid Documents are provided in other Sections of this Request for Bids, including the Contract and Specifications, and include, in general, capitalized terms in the Bid Documents.

**4. EXAMINATION OF CONTRACT DOCUMENTS**

The intent of the Contract Documents is to obtain a complete project in a first-class workmanlike manner and it shall be understood that the Bidder has satisfied itself as to the complete requirements of the Contract Documents and has predicated its Bid upon such understanding.

It is the responsibility of each Bidder before submitting a Bid to:

- (a) examine the Contract Documents thoroughly;
- (b) visit the site(s) which is/are the subject of this Contract;
- (c) consider federal, state and local laws and regulations;
- (d) study and carefully correlate Bidder's observations with the Contract Documents; and
- (e) notify the BOROUGH of all ambiguities, conflicts, errors, omissions, conflicting statements or discrepancies in the Contract Documents.

Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional examinations, investigations, surveys, tests and studies and obtain any additional information and data which Bidder deems necessary to determine its Bid in accordance with the time, price and other terms and conditions of the Contract Documents. The failure or omission of Bidder to receive and examine any form, instrument or document, or make required inquiries and inspections, shall not relieve Bidder from any obligation contained in the Contract Documents. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the requirements of this paragraph, that without exception the Bid is premised upon performing as required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance.

**5. ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the Contract Documents will be made to any Bidder orally. Any and all revisions, interpretations or clarifications will be in the form of written Addenda to the Contract Documents which, if issued, will be provided no later than seven (7) days (Saturday, Sunday or holidays excepted) prior to the date for acceptance of bids to any person who has submitted a Bid or who has received a bid package in writing by fax and/or email.

All Addenda so issued shall become part of the Contract Documents.

Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Each Bidder shall ascertain, prior to submitting its Bid that it has received all Addenda, if any, issued and shall acknowledge receipt of all such Addenda on the Acknowledgment of Receipt of Addenda Form provided by the BOROUGH or like form.

**6. RIGHTS OF THE BOROUGH**

- Subject to the requirements of the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et q., the BOROUGH reserves, holds, and may exercise, at its sole discretion, the following rights with respect to this Request for Bids.
- To reject any and all Bids.
- To waive any and all informalities.
- To supplement, amend or otherwise modify this Request for Bids or cancel this Request For Bids with or without substitution of another Request For Bids.
- To issue additional or subsequent solicitations for Bids.
- To conduct investigations of the Bidders to clarify the information provided pursuant to this Request for Bids.
- To choose not to enter into the Contract or not to proceed with the Request for Bids.
- To reject all Bids and re-advertise and award the Contract in the regular manner if, in its judgment, the best interest of the BOROUGH will be served.
- To reject all non-conforming, non-responsive or conditional Bids.
- To reject the Bid of any Bidder if, in the BOROUGH's judgment, it would not be in the best interest of the BOROUGH to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is

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*unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the BOROUGH.*

- *To accept the Bid which, in the BOROUGH's judgment, best serves the interests of the BOROUGH.*
- *In the event of an equal or tie Bid, to award the Contract to the Bidder which, in the BOROUGH's judgment, best serves the interest of the BOROUGH.*

**7. PREPARATION OF BID**

*Bids shall be submitted on the forms provided in this Request for Bids.*

*Each Bid must be signed in ink by a person authorized to do so.*

*All blanks on the Bid Forms, unless otherwise noted, shall be completed in ink or by typewriter. No change shall be made in the phraseology on the Bid Forms or the Items included on the Proposal Form. All erasures, interpolations or other physical changes on the Bid Forms shall be signed or initialed by the Bidder. Bids containing any conditions, omissions or irregularities of any kind may be rejected by the BOROUGH as incomplete.*

*The prices indicated in the Proposal Form shall be printed in ink or by typewriter in both words and figures. Any Bid which fails to name a price in both words and figures may be held to be informal and may be rejected by the BOROUGH.*

*In the event that there is a discrepancy between prices written in words and prices written in figures, prices written in words shall govern. In the event of a discrepancy between unit prices and computed totals, the unit price shall prevail. In the event of an error in the summation of the computed totals, the correct summation of the computed totals shall govern.*

**(a) Bids by a corporation shall:**

- 1. Be executed in the corporate name by the president (or other corporate officer accompanied by evidence of authority to sign);*
- 2. Contain the corporate seal;*
- 3. Be attested by the secretary or an assistant secretary; and*
- 4. Include (a) the corporate address, and (b) the state of incorporation.*

**(b) Bids by a partnership shall:**

- 1. Be executed in the partnership name;*
- 2. Be signed by a partner, whose name and title shall be shown under the signature; and*
- 3. Include the official address of the partnership.*

**(c) Bids by a limited liability company shall:**

- 1. Be executed in the limited liability company name;*
- 2. Be signed by the managing member; and*
- 3. Include the official address of the limited liability company.*

**(d) Bids by a sole proprietorship or an individual shall:**

- 1. Be executed in the name of the sole proprietorship or business;*
- 2. Be signed by the owner or individual whose name shall be shown under the signature; and*
- 3. Include the address of the sole proprietorship or individual.*

**8. INSURANCE**

*Contract award and execution is contingent upon the Successful Bidder furnishing, prior to contract execution, Certificate(s) of Insurance and copies of required insurance policies with all required endorsements, and in a form satisfactory to the BOROUGH, evidencing that all insurance required by the Contract is in effect.*

**9. MATERIALS**

*All items, materials, supplies and/or equipment used to fulfill the requirements of the Contract shall comply in all respects to the standards and regulations established by federal and state laws, municipal ordinances, rules and regulations. All materials, supplies, or equipment furnished must be in accordance with the Specifications.*

**10. NON-COLLUSION AFFIDAVIT**

*Each bid must be accompanied by a completed Non-Collusion Affidavit on the form provided by the BOROUGH or like form.*

**11. OWNERSHIP DISCLOSURE STATEMENT**

*Each bid must be accompanied by a completed Ownership Disclosure Statement on the form provided by the BOROUGH or like form.*

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12. MANDATORY EQUAL EMPLOYEMENT OPPORTUNITY LANGUAGE

*Each bid must be accompanied by a completed Mandatory Equal Employment Opportunity Language on the form provided by the BOROUGH or like form.*

12. NEW JERSEY STATE WAGE RATES

*If applicable, the Successful Bidder and all subcontractors hired by the Successful Bidder shall fully comply with the Prevailing Wage Act, P.L. 1963, c. 150. By submission of a Bid, the Bidder warrants that neither he/she nor any subcontractor employed hereunder is on record with the New Jersey Department of Labor as having previously failed to pay prevailing wages in accordance with said Act.*

*All Bids shall contain a statement to the effect that the Bidder and all subcontractors hired by the Bidder will, if applicable, pay any and all workers employed no less than the prevailing wage rate as determined pursuant to N.J.S.A. 34:11-56.25 et seq. by the Commissioner of Labor and Industry or duly authorized deputy or representative on the form provided by the BOROUGH or like form.*

13. NON-DISCRIMINATION

*The Successful Bidder shall comply with all applicable requirements of the New Jersey Law against Discrimination, N.J.S.A. 10:5-1, et g., as well as all federal laws and Executive Orders prohibiting discrimination in the workplace. Bidders are also required to comply with the requirements of P.L. 1975, Chapter 127. NO BIDDER SHALL BE AWARDED THE CONTRACT, NOR SHALL ANY MONIES BE PAID THEREUNDER TO ANY CONTRACTOR, SUBCONTRACTOR OR BUSINESS FIRM WHICH HAS NOT AGREED AND GUARANTEED TO AFFORD EQUAL OPPORTUNITY IN THE PERFORMANCE OF THE CONTRACT IN ACCORDANCE WITH AN AFFIRMATIVE ACTION PLAN APPROVED UNDER THE TERMS ESTABLISHED IN N.J.A.C. 17:27-1, SEQ.*

*All Bidders and all Contractors who are negotiating for a contract, as a precondition to entering into a valid and binding contract with the public agency, are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127) one of the following three documents:*

- (a) Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or*
- (b) A certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or*
- (c) An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by the Contractor in accordance with N.J.A.C. 17:27-4; provided, however, that a Contractor shall not be eligible to submit an initial Employee Information Report unless the Contractor certifies and agrees as follows: "The Contractor, or subcontractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time; and agrees to submit immediately to the Affirmative Action Office a copy of the initial employee information report." The Contractor shall also submit a letter stating the form was completed and appropriate copies sent to the Affirmative Action Office for processing on the Contractor's letterhead.*

*The Successful Bidder is required to submit one of the above within three (3) days of award the contract and prior to Contract execution.*

*No later than three (3) days after the signing of a contract the Contractor is required to submit to the public agency compliance officer and the affirmative action office an initial project manning table consisting of forms provided by the affirmative action office and completed by the Contractor in accordance with N.J.A.C. 17:27-7.*

14. COMPLIANCE WITH LAW

*The Successful Bidder shall comply with all federal, state, county and local regulations, laws and statutes which apply to this solicitation for bids, including those governing safety and health in particular.*

15. PUBLIC INFORMATION

*Any and all information submitted with or subsequent to the Bids will be considered public information and as such may be open to full review and scrutiny by the general public. Submission of a Bid will constitute a full waiver by Bidder of any right to confidentiality with regard to information that is submitted with the Bid or subsequently provided to the BOROUGH pursuant to the requirements of the Contract Documents.*

16. BID EVALUATION

*Bids will be evaluated in conformance with the New Jersey Local Lands and Buildings Law. The BOROUGH reserves the discretion to make an award, if any. All Bidders must demonstrate that they have the financial resources, experience, expertise, personnel, equipment, permits and physical capability to perform through the submission of information required with the Bid as described in the Contract Documents. In evaluating Bids, the BOROUGH will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such prices and other data, as may be requested in the Contract Documents. The BOROUGH reserves the right to reject any Bid if the evidence submitted by, or investigation of, a Bidder fails to satisfy the*

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*BOROUGH that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to provide the services contemplated therein.*

**17. CONTRACT AWARD; WITHDRAWAL OF BIDS**

*In addition to the rights described elsewhere in this Section BI, the BOROUGH reserves the right to reject any or all Bids, to waive immaterial informalities, and/or to accept any Bid, which, in the opinion of the BOROUGH, will be in the best interest of the BOROUGH. The BOROUGH will evaluate all Bids.*

*No Bid shall be withdrawn for sixty (60) days following the opening of Bids except as provided herein. Award of bid shall occur no later than the second regular meeting of the Borough Council after bid due date.*

**18. CONTRACT EXECUTION**

*The terms and conditions of each section of this Request for Bids, including, without limitation, the Contract, the Specifications, and the Bidders Information, are expressly incorporated herein by reference and shall be deemed an integral part of the Contract Documents. Within forty-five (45) business days, or an extended period of time as may be permitted by the Borough, of award of the Bid, the Successful Bidder shall enter into a contract with the BOROUGH substantially in the form and content as the Contract included in this Request for Bids.*

**19. HEADINGS**

*The headings used throughout the Contract Documents are intended for convenience of reference only and shall not be considered as having any bearing on their interpretation.*

**20. BUSINESS REGISTRATION CERTIFICATE**

*Each Bid must include a copy of the "Business Registration Certificate" for the Bidder.*

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT**

**SECTION C  
COMMUNICATIONS  
SITE LEASE AGREEMENT**

**COMMUNICATIONS SITE LEASE AGREEMENT**

*THIS LEASE AGREEMENT made as of this day of \_\_\_\_\_, 2013, by and between THE BOROUGH OF MATAWAN, a municipal corporation, with principal offices located at the Municipal Building, 201 Broad Street, Matawan, New Jersey 07747 ("Lessor" or "Borough")*

*and*

*LESSEE*

*WITNESSETH*

*WHEREAS:*

- A. Lessor is the owner in fee simple of the Municipally owned property at Block 6, Lot 7, in the Lessor of Matawan, County of Monmouth, State of New Jersey, as more particularly described on Exhibit A attached hereto and made a part hereof ("Premises"); and*
- B. Lessee desires to lease a portion of the Premises from Lessor and to Co-locate on and potentially construct a 130' Communications Tower, with the capacity to accommodate six (6) wireless carriers ("Tower"), with the top of the highest bidders antenna to be cluster-mounted with two antennae per sector, to be located at 105', and to install an equipment shelter or cabinets ("Shelter") on the ground, along with appurtenant improvements, the location of which shall be mutually agreed upon by both parties and made a part hereof; and*
- C. In consideration thereof, Lessor is willing to lease to the Lessee that portion of the Premises described above for the management and construction of the Shelter or cabinets and (potentially) the Tower, if applicable, and for the installation of Lessee's communications equipment and to allow Lessee joint use of the Tower for the installation, at Lessee's sole cost and expense, of Lessee's antennas as described in more detail in this Lease. The Shelter or cabinets and that portion of the Tower on which Lessee shall install its antennas shall be for the use of Lessee. (Lessee's antennas and communications equipment are referred to collectively as "Lessee's Facilities"); and*
- D. Borough shall consider the bidder who constructs and manages the Tower to be the Prime Lessee. Lessor shall authorize the Prime Lessee to sub-lease the leased premises to other co-locators. Each co-location bid awarded shall be at the bid amount submitted in response to bids released and received by Lessor. Each co-locator shall enter into a sub-lease agreement ("Sub-Lease") with Lessee, as may be approved by the Lessor. Unless otherwise specified by Lessor, rent from co-locators shall be paid directly to Prime Lessee and Prime Lessee shall forward 70% of all rent collected from Sub-Lessees to the Lessor within 30 days of receipt. The*

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remaining 30% of Sub-Lease rent shall be retained by Prime Lessee. No initial Sub-Lease shall be approved in an amount less than the original minimum bid. Said Sub-Lease(s) shall among other things, be subject to approval by the Lessor and shall describe how the Lessee and other/future successful bidders shall share, divide, allocate, contribute and/or bear responsibility for the cost of making any improvements to the leased premises. If mutually agreed by Prime Lessor and Lessee, separate leases for tower and ground may be used for co-locators. All tenants shall be required to enter into a "Co-Location Agreement" with each other that shall state the rights and responsibilities to each other, but the lack of a Co-Location Agreement shall not serve to excuse any co-locator from making lease payments when due. Each co-locator shall contribute a pro rata share of the development of the site and cost of construction of the monopole to the Lessee. The Prime Lessee shall be required to construct the monopole, administer and manage the Sub-Lease and Co-Location Agreement(s), and accept the following additional responsibilities:

- Managing height position of antennas and equipment cabinet locations (Priority for the choice height position of antennas and equipment cabinet locations shall be given in descending order according to the amount bid);
  - Control of the construction and installation of any common area or fixtures and tower installation;
  - Obtaining any necessary approvals or permits;
- E. Lessor shall have the right to place municipal or other government or emergency communications equipment, at the top of the tower, and at other non-commercially leased locations on the tower, at no cost to Lessor. If Lessor's equipment is available at time that Prime Lessee is constructing the tower, Lessee is obligated to install the Lessor's equipment on the Tower at the same time Lessee is installing its own equipment on the Tower. Lessee is to work with the Lessor to successfully place the Lessor's antennae on the Tower. Lessor retains the right to direct installation, of Lessor's equipment, at Lessee's sole cost and expense, upon the new Tower, Lessor's antenna(s), feedline, wire, cables and associated mounting hardware, including installation ("Lessor's Facilities"). Selection of said equipment shall be made solely by the Lessor and Lessor shall acquire and provide its equipment to Lessee prior to Lessee's construction demobilization. Lessee will be responsible for any/all damages to above caused by it(s) employees, contractors or sub-contractors during this Lease for the repair or replacement of any of its antennas, feedline or connectors caused by Lessee's employees, contractors or subcontractors.
- F. Lessor and Lessee desire to enter into this Lease upon the terms and conditions hereinafter set forth.
- G. Notice to Bidders, Bidders Information, Specifications and all Forms are made a part hereof and incorporated into this Lease Agreement for compliance by Lessee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. DEMISE

- 1.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that portion of the Premises more particularly described on Exhibit A (the "Rented Premises") attached hereto and made a part hereof, upon the terms and conditions herein contained.
- 1.2 Lessor hereby grants to Lessee a nonexclusive easement during the Term (hereinafter defined) for ingress and egress to the Rented Premises upon and across the Premises, including all roads and drives located or to be located thereon, for the movement of workers, machinery, vehicles and equipment for the purpose of constructing, operating, repairing and maintaining the Rented Premises and Lessee's Facilities. The access for operation, repair and maintenance shall be on a 24-hour, 365 days a year basis. Lessee shall also have the right in common with others to use any parking spaces, roads and driveways located on the Premises which are nearby the Rented Premises. Lessor shall have access to the Rented Premises as necessary for the construction inspections and construction and operation, repair and maintenance of Lessor's Facilities at any time during the Term or during an emergency. Lessor reserves the right, in case of an emergency to inspect any of Lessee's equipment. The Lessor retains the right to perform normal Lessor inspections of the Rented Premises.
- 1.3 During the Term, Lessee shall also have the right to use the Premises for providing electric and telephone to the Rented Premises all of which services are to be connected, installed and maintained at Lessee's sole cost and expense, subject to the provisions of Paragraph 10 below. Lessor hereby agrees to execute and deliver whatever reasonable documents may be necessary to the utility companies providing such service.
- 1.4 The Lessor grants to the Lessee the right to survey the Premises and the survey, after review and approval by the Borough Engineer, shall become a part of this Lease. The costs for the preparation of the survey and the review by the Borough Engineer shall be borne by the Lessee.

2. TERM

The term of this Lease (the "Term") shall be for five (5) years, with four (4) five (5) year renewal options ("Renewal Terms"). The Option payments for each term shall be subject to the same terms and conditions as the original Lease Consideration as set forth in Paragraph 3 for the purpose of establishing that each year of any option period shall be subject to an additional three (3%) percent per annum rate increase. The Lease shall automatically renew for each Renewal Term unless, at least sixty (60) days prior to the termination of the then existing period, Lessee notifies Lessor of its intention not to renew the Lease. The sixty (60) day notification of an intention not to renew is for each five (5) year renewal term. The Term shall commence on the issuance of a building permit to the



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*Lessee or upon three (3) months after execution of the within Lease Agreement, whichever occurs first, unless an extension is granted by Lessor.*

**3. LEASE CONSIDERATION**

*As consideration for Lessor's lease of the Rented Premises to Lessee, Lessee shall pay to Lessor annual rent of \$\_\_\_\_\_ payable in twelve (12) equal monthly installments of \$\_\_\_\_\_ each on the first day of each month, in advance, to the Lessor, beginning on the issuance of a building permit or three (3) months after the execution of the Lease Agreement, whichever is sooner. Should any delay in the issuance of the project building permit be due to factors outside the control of Lessee, then Lessee shall agree to extend the rent start date until permit is issued.*

*The Lease consideration shall be adjusted annually at the rate of three percent (3%) per annum. Upon execution of this document, and prior to commencement of construction by Lessee under this Agreement, Lessee shall pay to Lessor the amount of three thousand dollars (\$3,000.00) ("Up-Front Payment") to cover Lessor's costs associated with the project.*

**4. CO-LOCATION**

*It is agreed that the Tower may be used for other communication purposes and space on the Tower may be leased to other parties by the Lessee subject to the Lessor's consent. The consent of either party shall not be unreasonably withheld. All management required by such additional use of the Tower shall be the responsibility of the Lessee.*

*The Prime Lessee will construct and manage the Tower on the Premises, and all other co-locators will be allowed to co-locate on the Tower, with each co-locator given priority on the Tower based upon their bid price submitted in response to a bid, or bids, issued by the Lessor. Prime Lessee will enter into Sub-Lease Agreements with each co-locator for tower and ground space for their Shelters or equipment cabinets at the Rented Premises. Rent from each co-locator will be paid directly to Prime Lessee and Lessee will pay to Lessor 70% of rent paid by each co-locator no later than one month after receipt of said rental payments. Each co-locator shall pay its pro-rata share of initial development, approval and construction costs of the tower and other common components of the facility to the Prime Lessee. Said pro-rata share costs shall not be considered rent and no portion of such cost reimbursement shall be due to Lessor. Such costs shall be for commercially reasonable amounts.*

**5. TERMINATION** Except as otherwise provided herein, this Lease Agreement may be terminated, without any penalty or further liability as follows:

- a. upon thirty (30) days written notice by Lessor if Lessee fails to cure a default for payment of amounts due under such Lease Agreement within that 30-day period;*
- b. upon thirty (30) days written notice by either party if the other party defaults under this Lease Agreement and fails to cure such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period;*
- c. upon thirty (30) days written notice by Lessee, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or governmental approval necessary to the construction and/or operation of the Lessee's Facilities covered by this Lease Agreement or Lessee's business (Lessee shall begin paying rent hereunder upon the issuance of a building permit or nine (9) months after the execution of this Lease Agreement, whichever is sooner);*
- d. upon nine (9) months written notice by Lessee if the Premises are or become unacceptable in Lessee's sole discretion due to Lessee's design or engineering specifications for its wireless communications covered by this Lease Agreement;*
- e. immediately upon written notice by Lessee if the Premises covered by this Lease Agreement are destroyed or damaged so as in Lessee's reasonable judgment to adversely affect the effective use of the Lessee's Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee. If Lessee elects to continue this Lease, then all rent shall abate until the Premises are restored by the Lessee to the condition existing immediately prior to such damage or destruction; or*

**6. USE OF THE RENTED PREMISES**

- A. Prior to the installation of the Tower, the Prime Lessee and Lessor will agree to a mutually acceptable location for the Tower on the Premises.*
  - B. The Lessor may place emergency services antennas, on the tower at no cost to Lessor, at a location, or locations, mutually agreed upon by the Lessor and Prime Lessee.*
  - C. The overall height of the Tower shall be one-hundred and thirty (130') feet. The placement of the Lessor antennas is to be decided by both parties.*
  - D. The base of the Tower shall be fenced at a minimum height of eight feet. The fence shall be of composite or other low maintenance material as may be approved by the Lessor. The positioning and location of the fencing of the Rented Premises shall be at the direction of the Borough Engineer.*
- 6.1 Lessee shall have the right to use the Rented Premises for the purpose of constructing, installing, and maintaining and operating a communications facility together with other uses involving the transmission and/or receiving of radio and microwave signals and uses incidental thereto together with one (1) Tower structure and all necessary connecting appurtenances, or, with the written consent of Lessor, for any other use as may be permitted by applicable law.*
  - 6.2 Lessee may place upon the Tower, at Lessee's sole cost and expense, its own wireless antenna system and install a perimeter chain link security fence around the Tower, all in accordance with applicable law. Lessee shall be solely responsible for obtaining all federal, state, county and municipal approvals, licenses, resolutions, variances, zoning permits, certificates, and such other permits (collectively the "Permits") as are necessary.*

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- 6.3 Prime Lessee shall, at its own expense, maintain the Tower and Rented Premises in a safe condition, in good order and repair.
- 6.4 Lessor acknowledges that Lessee, at its option, may perform engineering surveys, structural analysis reports or any other testing which may be required in order for Lessee to occupy the Premises as more fully described in Paragraphs 1.1, 1.2, 1.3 and 1.4 above. Any materially adverse test results obtained before Lessee has commenced construction shall entitle Lessee to terminate this Agreement on notice with immediate effect. If lessee has commenced construction then termination shall be as under Paragraph 5. It is understood that Lessee's ability to use the Rented Premises is contingent upon its obtaining all permits and approvals that may be required by any federal, state, county or municipal authorities as well as satisfactory soil boring tests which will permit the Lessee use of the Rented Premises as set forth in this Lease. The project shall be subject of a capital review and received municipal approval. The capital review application shall be brought by the Lessor as applicant. All costs of the project including all municipal review costs, including legal fees and engineering fees, shall be borne by the Prime Lessee and co-locator(s). No formal zoning or planning application shall be required of Lessee. The Lessor will take no action which would adversely affect the status of the Premises with respect to the proposed use by the Lessee
- 6.5 In the event that the Lessee is unable to obtain the necessary approvals, permits or the soil boring tests are found to be unsatisfactory to the Lessee, the Lessee shall have the right to terminate this Lease. Notice of the Lessee's exercise of its right to terminate shall be given to the Lessor in writing, by certified mail, return receipt requested, and shall be effective sixty (60) days following receipt by the Lessor. All rent paid to the termination date shall be retained by the Lessor. Upon termination, this Lease Agreement shall become null and void and the parties shall have no further obligations including the payment of money to each other.
- 6.7 The payment of rent hereunder does not waive the Lessee's right to obtain all necessary approvals or permits as set forth above.

**7. COOPERATION AND GOVERNMENTAL APPROVALS**

The parties agree that the Lessee and the Lessor must come to an agreement as to the placement of the tower, shelter and the location and installation details of the antennae, which is the subject matter of this Lease. Initial Drawings and other materials necessary to determine the placement of the shelter and the location and installation details of the antennae shall be submitted to the Borough for Lessor approval. The Bidder shall secure any and all required governmental approvals. The project shall be subject of a capital review by the municipality. The capital review application shall be brought by the Borough as applicant. All required documentation pertaining to the approval process, including but not limited to, drawings, structural analysis and/or other engineering documentation shall be provided by the Lessee. All costs of the project including all municipal review costs, including legal fees and engineering fees shall be borne by the Bidder. No formal zoning or planning application shall be required of Bidder. The Borough will take no action which would adversely affect the status of the Premises with respect to the proposed use by the Lessee.

After said approval is provided, the Lessee shall be required to file for all appropriate building and electrical permits within twenty (20) days of said approval, unless an extension is granted by the Borough. It shall be the obligation of the Lessee to bear all costs related to the review and construction approval process. The Borough shall create invoices in the normal course of business to the Lessee and the Lessee shall be responsible to reimburse the Lessor for all costs of the review and approval process. The Lessee will also submit copies of its final construction drawings to the Borough Engineer to ensure compliance with the original approval of the initial drawings.

B. Lessee shall deposit a check in an amount of five thousand (\$5,000.00) dollars to be held in escrow by the Lessor to cover the costs of all initial approvals by the Borough Engineer, fees, inspections and any other costs incurred as a result of the Lessor's review and inspection. In the event that the initial escrow of five thousand (\$5,000) dollars is insufficient to cover the entire cost of the review, the Lessee agrees to pay the outstanding balance within thirty (30) days after being invoiced by the Lessor, not to exceed an additional two thousand (\$2,000.00) dollars. In the event that the initial deposit is more than sufficient to pay the costs of the work of the Borough Engineer, the Lessor shall refund the overage within thirty (30) days of final approval and construction of all work deemed necessary and appropriate. Escrow payment is in addition to the Up-Front Payment referred to in Section 3 of this Agreement

**8. INSURANCE**

8.1 Lessee shall obtain and keep in effect through the Term an insurance policy or policies or, at the discretion of the Lessor of Matawan, an approved self-insurance program providing general public liability insurance against claims for personal injury (including death) and, at Lessor's option, property damage in a blanket amount of not less than \$3,000,000.00 per occurrence.

8.2 The Lessee shall agree to indemnify and hold the Borough of Matawan and its officers and employees harmless from any liability, expense or costs of suit, including reasonable attorney's fees, arising out of or resulting from any action. If requested by the Lessor, but not more than annually. Lessee shall provide Lessor with evidence that the insurance required by Paragraph 8.1 is in effect.

**9. TAXES**

Lessor shall pay when due all real property taxes for the Property. In the event that Lessor fails to pay any such real property taxes, Lessee shall have the right, but not the obligation, to pay such owed amounts. Notwithstanding the foregoing, Lessee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Lessee's Antenna Facilities and all installed improvements, as well as a pro-rata share of any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence of any common improvements of the Tower facility, only for so long a this Lease remains in effect. If Lessor receives notice of any real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation and/or the common improvements of the Tower facility, Lessor shall provide timely notices of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment, whether in a court, administrative proceeding, or other venue, on behalf of

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*Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonable necessary to effectuate the intent of this Section 9. In the event real property taxes are assessed against Lessor or Lessee for the Premises or the Property, Lessee shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Lessor, provided Lessee pays to Lessor a termination fee of six (6) months rent, and any real property taxes assessed as provided herein.*

**10. REPAIR AND MAINTENANCE**

*10.1 Lessor shall be responsible for snow and ice removal from the Premises so as to permit vehicular access to the Rented Premises.*

*10.2 Lessee shall keep and maintain the Tower and Rented Premises in a safe condition, in good order and repair.*

**11. UTILITIES.**

*11.1 Lessee shall be responsible as its sole cost and expense for bringing utilities to the Shelter and Tower and causing an electric meter to be installed. Lessor, at its sole cost and expense, shall have a meter installed to measure Lessor's use of electricity in connection with Lessor's Facilities. Each party shall be responsible for paying the electricity and other utilities used in connection with the operation of its respective equipment.*

*11.2 Lessee and each co-locator shall pay for utility services used at the Rented Premises.*

**12. REMOVAL OF LESSEE'S EQUIPMENT**

*A. Prime Lessee shall construct a Tower support structure at their sole cost and expense. The ownership of said Tower shall be vested in the Lessor at the termination of the Lease for whatever reason unless the Lessor directs that the Tower and Shelter be removed. Evidence of said ownership by the Lessor of the Tower shall be in the form of a Bill of Sale executed by the Lessee.*

*B. At the expiration or termination of the Term, Lessee shall, at the right of assuming ownership of the Tower, for a fee of one dollar (\$41.00), and/or requiring the last Co-locator utilizing the premises to cause the removal of all improvements and facilities relating to the tower within 90 days of written notification. Any cost of removal shall be the exclusive obligation and responsibility of the Prime Lessee. Each co-locator shall reimburse Prime Lessee for its pro-rata share of Tower removal. Lessee shall surrender the Rented Premises to the Lessor in the condition in which it is upon commencement of the Lease, except for reasonable wear and tear and except for such portion of the Lessee's Facilities which are to be accepted by the Lessor. Notwithstanding the above provisions, nothing herein shall prevent the Lessee from removing its antennas from the Tower or its equipment from the Shelter, or from removing the Shelter if the Shelter is a re-locatable, reusable structure.*

*C. After the construction of the Tower, Lessee shall post a yearly Maintenance Bond in an amount sufficient to guaranty the repair, maintenance and removal of the Tower and Shelter. Said Maintenance Bond is to be in an amount approved by the Borough Engineer for the period during which the Lease Agreement is in full force and effect.*

**13. QUIET ENJOYMENT**

*13.1 Lessor covenants, represents and agrees that Lessor is the owner of the Premises free and clear of all liens and encumbrances, and has the full right, power and authority to enter into, execute and deliver this Lease.*

*13.2 Lessor covenants and agrees that Lessee, on paying the rent and performing the conditions and covenants herein, shall and may peaceably and quietly have, hold and enjoy the Rented Premises and the rights herein granted for the Term.*

**14. USE OF ANTENNA**

*14.1 The Lessee shall install its antennas at 105' (top of antennae) on the Tower in a cluster mount. Lessor's review and approval shall be obtained prior to placement of antennas. Lessor shall install its antennas at heights to be mutually agreed upon.*

*14.2 Lessee shall install Lessor's antennas if the antennas are provided for installation prior to the Lessee's demobilization of construction.*

*14.3 Lessor and Lessee recognize that both Lessor and Lessee shall be using the Tower for transmission purposes and agree to cooperate with each other so that neither party interferes with the use of the antenna(s) or communications equipment of the other and further agree to confer in good faith with the other in an attempt to find resolutions to any use which interferes with the transmission or use by the other party or to any changed circumstances which would impair one party's use of its antenna(s) or transmission equipment. Lessee recognizes that the Lessor will be using the Tower and its antennas for public purposes which are essential to the public welfare of the citizens of the Lessor and would be irreparably banned by any interference with this use. Lessee represents as a fundamental inducement for the execution of this Lease that it will not impair such usage through its action or inaction. Should any equipment upgrades be required to communications equipment that the Lessor owns due to interference problems, such as filters, or otherwise, the party that is causing said interference shall bear the sole expense for the upgrade. Lessee will bear sole responsibility for providing any technical expertise to resolve interference issues. Should interference be caused by as a result of any subsequent change or addition to equipment or improvements by the Lessor, Lessee shall agree to eliminate such interference in a prompt and timely manner. In the event Lessee is unable to eliminate the interference, Lessee may terminate this Lease, effective upon written notice to the Lessor. Without limiting the foregoing, in any lease of premises to any other entity at the Tower, Lessee shall obtain the agreement of such other party to cease any use of its equipment which causes interference that lessee has agreed herein to eliminate.*

*A. Lessee shall also provide a site specific intermodulation study depicting any interaction that may occur with the Lessor's and Lessee's frequencies. Lessee must demonstrate that the radio frequency power emitted by the antennas meets the requirements of the Federal Communications Commission and the New Jersey Administrative Code.*

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**15. ASSIGNMENT**

15.1 Lessor may assign this Lease Agreement upon written notice to Lessee and said assignee will be responsible to Lessee for the performance of all the terms and conditions of this Lease.

15.2 Lessor agrees that, after completion of the Tower, Lessee may assign all rights, benefits, duties and obligations under this Lease Agreement by giving the Lessor written notice, subject to the consent of the Lessor, which consent shall not be unreasonably withheld. In addition, the Lessee, prior to the assignment of the lease, shall pay the Lessor five thousand dollars and 00/100 (\$5,000.00) to cover the Lessor's costs with respect to review and also the approvals to be granted on the assignment. If such assignment is consented to and made, Lessee shall be relieved of all future liabilities hereunder and Lessor shall look solely to such assignee for the performance of this Lease Agreement after assignment. However, Lessee may assign all of its rights, benefits, duties and obligations under this Lease Agreement to any entity which acquires fifty (50%) percent or more of Lessee's assets, without Lessor approval. In that case, Lessee shall not be relieved for the performance of this Lease Agreement.

15.3 Lessee shall have the right to grant Sub-Lease Agreements to co-locator(s) to use the Tower and ground at the Rented Premises, and to use and enjoy the rights and easements herein granted to Lessee, upon Lessor's receipt of and award to co-locator(s) of a successful bid, and provided that such Sub-Leases do not interfere with Lessor's use of the Tower.

A. Rent from each co-locator will be paid directly to Lessee and Lessee will pay to Lessor 80% of rent paid by each co-locator.

B. There shall be complete compliance by Lessee with all applicable current state and federal regulations. Lessee further agrees to comply at its sole cost and expense, immediately, with any applicable future changes, additions or deletions in said regulations.

C. The Lessee shall provide a site specific study that is certified to comply with all federal and state exposure limits before beginning operations. Further studies will be required should any federal or state regulations revise Radio Frequency ("RF") exposure limits. Lessee shall then meet the new standard within the time frame for compliance. A new site specific study will be completed and provided to the Lessor. At all times Lessee or its agents/representatives shall operate within the guidelines of all federal or state regulations. Lessee's Failure to adhere to all Federal Radio Frequency exposure limits shall give the Lessor the right to terminate this Lease Agreement, if Lessee does not cure same within ten (10) days of receipt of notice of non-compliance.

16. MEMORANDUM OF LEASE Upon request, the Lessor agrees to execute a Memorandum of Lease in recordable form which the Lessor or Lessee may record with the Clerk of Monmouth County.

17. HOLD HARMLESS Licensee agrees to indemnify, defend and hold the Borough, its elected officials, agents, employees, officials, Borough Engineer, Borough attorney, etc. harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing) cost or expenses, including reasonable attorneys fees) arising from any act or omission of Licensee or its employees, agents or independent contractors, or the willful misconduct of any thereof, or the breach of this Lease Agreement, except to the extent attributable to the negligent or intentional act of the Borough, its agents or independent contractors. This Paragraph 16 will survive the expiration or termination of this Lease Agreement.

**18. ENVIRONMENTAL LAWS**

A. Lessor represents and warrants that the Premises are free of hazardous substances as of the date of this Lease Agreement, and, to the best of Lessor's knowledge, the Premises have never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Premises.

B. Lessor and Lessee agree to hold harmless and indemnify the other, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

C. The indemnifications of this Paragraph 17 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Premises or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 17 will survive the expiration or termination of this Lease Agreement. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Lessee, that have occurred or which may occur on the Property.

D. In the event Lessee becomes aware of any hazardous materials on the Premises, or any environmental or industrial hygiene condition or matter relating to the Premises that, in Lessee's sole determination, renders the condition of the Premises unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of government action, intervention or third-party liability,

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*Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate the Lease Agreement upon notice to Lessor.*

**19. MISCELLANEOUS**

*19.1 Entire Agreement. This Lease Agreement (including the specifications, form and documents attached thereto) contain all agreements, promises and understanding between the Lessor and Lessee. No verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease Agreement shall be void and ineffective unless made in writing signed by the Lessor and Lessee. This Lease Agreement and any and all other documents, forms, exhibits, specifications, shall comprise the agreement, promises and understandings between the Lessor and Lessee.*

*18.2 Governing Law. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.*

*18.3 Notices. All notices hereunder, in order to be effective, must be in writing (unless otherwise expressly provided for herein), and shall be given by either certified mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice).*

*To Lessor: Notice shall be given to each of the following:*

*Louis C. Ferrara, Borough Administrator  
Borough of Matawan  
201 Broad Street  
Matawan, New Jersey 07747*

*To Lessee:*

*19.4 Estoppel. Lessor agrees to provide Lessee within ten (10) days of request for same, an executed Landlord's estoppel agreement which, in customary form, includes but is not limited to verification that the lease Agreement between the parties is in full force and effect, that all obligations of the parties are current and that there are no known incidents of default or breach of the lease agreement, that the landlord consents to the execution of financing by the Lessee which may encumber the Leasehold estate and said lease shall not be modified, amended or cancelled by the Lessee without prior written consent of the Lender, that the Landlord shall be served with notice of any default of the Lessee under said financing agreements, together with the opportunity to cure same by Lender for a period of ninety days following receipt of any such notice and that the landlord will not undertake any action against the leasehold estate for a period of ninety days following said notice, giving Lender sufficient time to cure said claim. The parties further agree that the Lender shall be assigned all of rights to the Lease agreement should the Lessee default on said finance but such default shall not constitute a default in the terms of the lease but shall be considered an assignment of any rights and obligations of the Lessee to the Lender.*

*19.5 Waiver. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.*

*19.6 Heirs, Successors. This Lease Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors in interest, successors in title and assigns.*

**20. INTERFERENCE**

*A. Where there are existing radio frequency user(s) on the Premises, Lessor will provide Lessee with a list of all existing radio frequency user(s) on the Premises to allow Lessee to evaluate the potential for interference. Lessee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Premises so disclosed by Lessor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.*

*B. Lessor will not grant, after the date of this Lease Agreement, a lease, license or any other right to any third party for the use of the Premises, if such use may in any way adversely affect or interfere with Lessee's Facilities. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate communications equipment on the Premises. Nothing contained herein will restrict Lessee nor its successors and assigns from installing and modifying its communications equipment.*

*C. Lessor will not use, nor will Lessor permit its employees, Lessees, licensees, invitees or agents to use, any portion of the Premises in any way which interferes with the operations of Lessee or the rights of Lessee under this Lease Agreement. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.*

*21. Lessee shall prepare and submit for Lessor review a wind load, engineering study and design criteria of the Tower as proposed and with the proposed antennas. This study shall be attached as Exhibit H.*

*22. Lessee shall submit a site plan for Lessor review which shall include full equipment disclosure; a. shelter, b. screening, c. antenna, number, size and color. Should site location be changed and equipment need to be moved, Lessee shall do so at their sole cost and expense.*

*23. The Lessee will, in good faith, work with the Lessor to supply, at its cost, an adequate emergency back up system (battery or generator) for the Lessor's emergency service use of the Lessor Facilities.*

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*IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Lease to be duly executed as of the date first above written.*

Attest:

*BOROUGH OF MATAWAN, a  
municipal corporation of the State of  
New Jersey*

\_\_\_\_\_  
*Jean B. Montfort, RMC*

By: \_\_\_\_\_  
*Paul Bucellato, Mayor*

Attest:

Lessee:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE OF EXHIBITS**

- Exhibit A – Premises*
- Exhibit B – Reserved*
- Exhibit C – Reserved*
- Exhibit D – Profile of Tower Locating Height Where Lessee’s Antennae Will Be Located*
- Exhibit E – Lessee’s Certificate of Insurance*
- Exhibit F – Intermodulation Study*
- Exhibit G – Health Study*
- Exhibit H – Wind Load, Engineering Study and Design Criteria of Tower*

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT  
SECTION D  
CHECKLIST**

Forms Provided:

- Non-collusion Affidavit* \_\_\_\_\_
- Affirmative Action Acknowledgment* \_\_\_\_\_
- Ownership Disclosure Statement* \_\_\_\_\_
- Mandatory Equal Employment Opportunity Language* \_\_\_\_\_
- Prevailing Wage Statement* \_\_\_\_\_
- Subcontractor Form* \_\_\_\_\_
- Proposal Form* \_\_\_\_\_
- Acknowledgment of Receipt of Addenda Form* \_\_\_\_\_

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT  
SECTION E  
SPECIFICATIONS**

*1. The tower shall be located on municipally owned property. Final approval of the site design is at the sole discretion of the Mayor and Council.*

*Maximum Tower height shall initially be one hundred and thirty (130') feet.*

*Tower and foundation shall be designed to accommodate six (6) carrier installations.*

*2. Borough shall consider the bidder with the highest accepted bid the Lead Bidder. Borough shall authorize the Lead Bidder to sub-lease the leased premises to other co-locators. Each co-location bid awarded shall be for tower and ground space at the submitted bid amount. Each co-locator shall enter into a sub-lease agreement (“Sub-Lease”) with Lead Bidder, as may be approved by the Borough. Rent from co-locators shall be paid directly to the Lead Bidder and shall be split with 70% of rent going to the Borough and 30% going to the Lessee. No initial Sub-Lease shall be approved in an amount less than the original minimum bid. Said Sub-Lease shall among other things, be subject to approval by the Borough and shall describe how the Lead Bidder and other/future successful bidders shall share, divide, allocate, contribute and/or bear responsibility for the cost of making any improvements to the leased premises. If mutually agreed by Borough and Lessee, separate leases for tower and ground may be used for co-locators. All tenants shall be required to enter into a “Co-Location Agreement” with each other that shall state the rights and responsibilities to each other, but the lack of a Co-Location Agreement shall not serve to excuse any bidder from making lease payments when due. Each successful bidder shall contribute a pro rata share of the development of the site and cost of construction of the monopole to the Lessee. The Lead Bidder shall be required to construct the monopole, administer and manage the Sub-Lease and Co-Location Agreement(s), and accept the following additional responsibilities:*

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*Managing height position of antennas and equipment cabinet locations (Priority for the choice height position of antennas and equipment cabinet locations shall be given in descending order according to the amount bid);*

*Control of the construction and installation of any common area or fixtures and tower installation;*

*Obtaining any necessary approvals or permits.*

- 3. Equipment compound shall be enclosed with composite or other low maintenance security fence minimum of eight (8') feet in height with locking security gate. Keys and/or lock combinations for same to be provided to the Borough by Successful Bidder.*
- 4. Maintenance by the Borough for the Borough Facilities only. Bidder responsible for construction, management, maintenance and repair of Tower, antennae and Rented Premises for Term of Lease.*
- 5. The Tower shall conform, be designed and constructed according to all applicable standards of the American National Standards Institute ANSI/EIA-222-E as amended.*
- 6. The Tower and antenna shall be designed to withstand wind gusts of at least 100 miles per hour.*
- 7. All plans and drawings for the Tower, antenna and equipment compound shall contain a signature and seal of a professional structural engineer licensed by the State of New Jersey.*
- 8. A soil report complying with the standards of Appendix I, Geotechnical Investigations ANSI/EIA-222-E as amended, shall be submitted to the Borough to document and verify the design specifications of the foundation for the Tower.*
- 9. The facility shall be fully automated and unattended on a daily basis and shall be visited only for periodic maintenance.*
- 10. Vehicular access to the Shelter shall not interfere with Borough personnel, police, fire or rescue operations.*
- 11. The Bidder shall secure any and all required governmental approvals. The project shall be subject of a capital review by the municipality. The capital review application shall be brought by the Borough as applicant. All costs of the project including all municipal review costs, including legal fees and engineering fees shall be borne by the Bidder. No formal zoning or planning application shall be required of Bidder. The Borough will take no action which would adversely affect the status of the Premises with respect to the proposed use by the Bidder.*
- 12. The Bidder shall provide the Borough with an engineering report detailing antennae and support structure size, weight and load bearing capacity of the support structure (Tower) consistent with American National Standards Institute requirements.*
- 13. The Bidder shall produce proof that the Tower complies with all state and federal laws and regulations concerning wireless communications systems and aviation safety.*
- 14. The Bidder shall place its antennae on the Tower at their sole cost and expense at a height as set forth on Exhibit D attached to the Lease Agreement. In the event the location of the Bidder's antennae and/or the location of any co-locator's antennas interfere with the radio transmissions of the Borough then, in that event at Lessee's sole cost and expense and any co-locator's sole cost and expense, their antennas shall be relocated to such locations on the Tower so as to not to cause any interference with the transmissions of the Borough.*
- 15. The Lead Bidder shall construct a new Tower support structure at its sole cost and expense. The ownership of said Tower shall be vested in the Borough at the termination of the Lease for whatever reason unless the Borough directs that the Tower and Shelter be removed. Evidence of said ownership by the Borough of the Tower shall be in the form of a Bill of Sale executed by the Lessee. It is expressly understood that the provisions of this Paragraph become part of any Lease Agreement or related documents executed in connection with this Bid, and shall be binding upon the Lessee.*
- 16. The Lessee shall install their antennas on the Tower, cluster mounted with two antennae per sector, at the 105' (top of antenna) elevation.*
- 17. The base of the Tower shall be fenced at a minimum height of eight (8') feet. The positioning and location of the fencing of the Rented Premises as part of the Lease in connection with this Bid at the direction of the Borough Engineer consistent with the Exhibit depicting the location of the construction of the new Tower by the Lessee.*
- 18. These specifications together with the Lease and any and all other the documents, forms, exhibits, specifications, shall comprise the agreement, promises and understandings between the Borough and the Lessee.*
- 19. A one-time, up-front payment of \$3,000 shall be made by each successful bidder to Borough upon execution of lease and prior to the start of construction. This one-time, up-front payment is in addition to the annual base rent amount and any escrow payments.*
- 20. In connection with any and all applications, the Lessee must make to any local boards for approval, the Lessee shall deposit and submit at the time of the execution of the lease a check in the amount of not less than \$5,000.00 to be*

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held in escrow by the Borough to cover the costs of fees, inspections and any and all costs incurred as the results of Borough's review. In the event the \$5,000.00 escrow is insufficient to cover the entire cost of review, the Lessee agrees to pay the outstanding balance within thirty (30) days after being invoiced by the Borough. Any failure to pay by the Lessee within the allotted period shall be deemed a default under the Lease Agreement. Aforementioned \$5,000.00 escrow payment is in addition to the \$3,000.00 up-front payment referred to in Section 19 of these specifications.

- 21. In the event of any interference, notwithstanding any engineering study conducted by Bidder to the contrary, Bidder shall, at its sole cost and expense, repair, replace, correct and/or otherwise be solely responsible to eliminate said interference immediately or as soon as possible and to repair and replace any damaged equipment.
- 22. Bidder shall prepare and submit for Borough review a wind load, engineering study and design criteria of the Tower as proposed and with the proposed antennas.
- 23. Bidder shall submit site plan for Borough review which shall include full equipment disclosure; a. shelter, b. screening, c. antenna, number, size and color. Should site location be changed and equipment need to be moved, Bidder shall do so at their sole cost and expense.
- 24. The Borough may place its, or other public designees at Borough's discretion, emergency services antennas, on the tower at no cost to Borough, at non-commercially leased locations, mutually agreed upon by the Borough and Lessee. All locations for the Borough's equipment shall be provided at no cost to the Borough. Disruption in service shall be minimized to the greatest extent possible.
- 25. The Bidder is responsible to correct all interference with the Borough's Facilities.
- 26. The Lead Bidder shall be responsible for the maintenance of the fence for the Term of the Lease.

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT  
SECTION F  
FORMS  
NON-COLLUSION AFFIDAVIT**

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT**

STATE OF NEW JERSEY :

: ss

COUNTY OF

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the Bidder making the Proposal for a Contract with the Borough of Matawan ("Borough") to provide the Tower described in the Contract Documents for the Communications Site Lease Agreement and that I executed the applicable Proposal with full authority to do so; that Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named Contract; and that all statements contained in the Proposal and in this Affidavit are true and correct, and made with full knowledge that the Borough relies upon the truth of the statements contained in the Proposal and in the statements contained in this Affidavit in awarding the Contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature of Duly Authorized Representative)

Subscribed and sworn to  
before me this \_\_ day

\_\_\_\_\_  
(Name)

of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Title)



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February 19, 2013**

Notary Public of  
My Commission Expires: \_\_\_\_\_.

*Affirmative Action Acknowledgment (1 of 3)*

**AFFIRMATIVE ACTION ACKNOWLEDGMENT  
BOROUGH OF MATAWAN  
MONMOUTH, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT**

Contractor acknowledges that his firm is an Affirmative Action Employer and certifies compliance with all requirements:

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address of Firm)

\_\_\_\_\_  
(Date)

*Affirmative Action Acknowledgment (2 of 3)*

**AFFIRMATIVE ACTION ACKNOWLEDGMENT  
BOROUGH OF MATAWAN  
MONMOUTH, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT  
REQUIRED EVIDENCE**

**AFFIRMATIVE ACTION REGULATIONS PL. 1975 CHAPTER 127 (N.J.A.C. 17:27)**

If awarded a contract, the Successful Bidder will be required to comply with the requirements of PL. 1975, Chapter 127, N.J.A.C. 17:27. Within three (3) days after receipt of the notification of intent to award the contract, the Successful Bidder shall present one of the following:

- 1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- 2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
- 3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Successful Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to Section BI, Bidder Information, for a further description of the above requirements.

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF PL. 1975. CHAPTER 127.**

*Affirmative Action Acknowledgment (3 of 3)*

**AFFIRMATIVE ACTION ACKNOWLEDGMENT  
BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT**

The following questions must be answered by all Bidders:

- 1. Do you have a federally-approved or sanctioned Affirmative Action Program?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please submit a photostatic copy of such approval.
- 2. Do you have a State Certificate of Employee Information Report approval?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please submit a photostatic copy of such certificate.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of PL. 1975, Chapter 127 and agrees to furnish the required documentation pursuant to the law.

**Borough of Matawan  
Public Session  
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Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

NOTE: A contractor's Bid must be rejected as a non-responsive if a contractor fails to comply with requirements of PL. 1975, C. 127, within the time frame stipulated.

**OWNERSHIP DISCLOSURE STATEMENT  
BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT**

Pursuant to N.J.S.A. 52:25-24.2, corporate, limited liability company and partnership Bidders must submit a statement setting forth the names and addresses of all stockholders in the corporation or partnerships who own ten percent (10%) or more of its stock of any class, or of all individual members or partners in the partnership or company who own a ten percent (10%) or greater interest therein, as the case may be.

If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed.

The disclosure shall continue until the names and addresses of every non-corporate stockholder and individual partner exceeding the ten percent (10%) ownership criteria has been listed.

If the Bidder is neither a corporation nor a partnership, and/or if no stockholder or partnership falls within the criteria set forth above, Bidder shall so attest in the space provided below:

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PREVAILING WAGE STATEMENT  
BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT**

If applicable, \_\_\_\_\_, as Successful Bidder and all subcontractors hired by \_\_\_\_\_ does hereby agree to pay and all workers employed no less than the prevailing wage rate as determined pursuant to N.J.S.A. 34:11-56.25 et seq, by the Commissioner of Labor and Industry or duly authorized deputy or representative.

Acknowledged For: \_\_\_\_\_  
(Name of Bidder)  
By: \_\_\_\_\_  
(Signature of Authorized Representative)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUBCONTRACTOR FORM  
BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT**

1. **Subcontractors:** Do you intend to sublet any portions of the Work? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, state the amount and the nature of the Work you intend to subcontract and the name and address of each subcontractor(s).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Bidder: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature of President if a Corporations or  
Other Duly Authorized Representative)  
\_\_\_\_\_

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*(Print Name and Title and affix Corporate Seal)*

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT**

*The undersigned Bidder hereby acknowledges receipt of the following Addenda:*

<i>Addendum Number</i>	<i>Dated</i>
_____	_____
_____	_____
_____	_____
_____	_____

*Acknowledged For:* \_\_\_\_\_  
*By:* \_\_\_\_\_  
*Name:* \_\_\_\_\_  
*Title:* \_\_\_\_\_

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT  
SECTION G  
PROPOSAL  
BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT  
BID PROPOSAL FORM**

*The undersigned, having carefully inspected the Borough, either personally or through its duly authorized representatives, and also having carefully read and examined the Notice to Bidders, Bidders Information, Communications Site Lease Agreement, Specifications and Bid Proposal, either personally or through a duly authorized representative which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with the requirements and to furnish all labor, equipment, services and facilities in accordance with the Request for Proposals. The consideration which the undersigned required and proposed for performance is as follows:*

**\*\*During the Initial 5 year tem of the Lease MINIMUM initial annual rental must be at least \$31,000.00 plus three (3%) percent annual increases (payable in monthly increments).\*\***

**Annual Rental to be paid to Matawan Borough during the initial 5 year term of the Lease:**

**Initial Year 1 Rental Amount      \$ \_\_\_\_\_**  
**(Spell Out in Words: \_\_\_\_\_ Dollars)\*\***

*Date:* \_\_\_\_\_  
*Bidder:* \_\_\_\_\_  
*By:* \_\_\_\_\_  
*Print Name:* \_\_\_\_\_  
*Title:* \_\_\_\_\_  
*Address:* \_\_\_\_\_

**Note:** *The highest bidder will construct and manage a telecommunications tower and other bidders for the same site will be allowed to co-locate on the Tower, with each bidder given priority as to their location on the Tower based upon their bid price.*

Mayor Buccellato read by title Resolution 13-02-52: Authorizing T&M Associates to Provide Professional Services for 150 Main Street – Well Search/Vapor Intrusion Investigation and Reporting. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call. A roll call vote was taken.

- Yes:
- Councilwoman Daly
  - Councilman Fitzsimmons
  - Councilwoman Gould
  - Councilwoman Clifton
  - Councilman Urbano
  - Councilwoman Angelini

Motion passed.

**Borough of Matawan  
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February 19, 2013**

**RESOLUTION 13-02-52  
AUTHORIZING T&M ASSOCIATES  
TO PROVIDE PROFESSIONAL SERVICES FOR 150 MAIN STREET  
WELL SEARCH/VAPOR INTRUSION  
INVESTIGATION AND REPORTING**

*WHEREAS, the Mayor and Council of the Borough of Matawan received an estimate from T&M Associates for professional services in accordance with the New Jersey Department of Environmental Protection (NJDEP) requirements codified as NJAC 7:6E-1.14 and 1.15, respectively, for a well search and vapor intrusion investigation and reporting; and*

*WHEREAS, Robert Keady, Borough Engineer, has submitted for T&M Associates a proposal to provide the professional services needed for the required engineering services and preparation of reports as outlined in its attached letter of September 19, 2012; and*

*WHEREAS, at this time T&M Associates is requesting authorization to conduct TASK 1: Well Search in the amount of Two Thousand Dollars and No Cents (\$2,000.00) and TASK 2: Vapor Intrusion Investigation and Reporting Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) in an amount not to exceed Nine Thousand Five Hundred Dollars and No Cents (\$9,500.00).*

*NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan does hereby authorize Robert Keady, Borough Engineer, of T&M Associates for professional services to conduct a well search and vapor intrusion investigation and reporting for 150 Main Street in an amount not to exceed Nine Thousand Five Hundred Dollars and No Cents (\$9,500.00).*

*BE IT FURTHER RESOLVED the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2013-Matawan Borough of Matawan-00327 to the NJDEP on behalf of the Borough of Matawan.*

*BE IT FURTHER RESOLVED the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Matawan and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.*

**CERTIFICATION AS TO AVAILABLE FUNDING**

*I, Monica Antista, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available in the 2-01-20-165-200 Budget of the Borough of Matawan for T&M Associates for professional services for 150 Main Street Well Search and Vapor Intrusion Investigation and Reporting in an amount not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00).*

*This certification is based solely on the information encumbered into the financial records of the Borough by the appropriate using division as of this date and relies on the completeness of financial records.*

Chief Financial Officer

(Signature on File)

\_\_\_\_\_  
Monica Antista, CMFO

Dated: February 19, 2013

**Borough of Matawan  
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February 19, 2013**

Eleven Tindall Road, Middletown, New Jersey 07748-2792  
(732) 671-6400 \* fax (732) 671-7365 \* www.tandmassociates.com

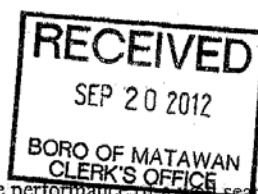


MATN-01391

September 19, 2012  
Via Email

Jean Montfort, RMC, Borough Clerk  
Borough of Matawan  
201 Broad Street  
Matawan, New Jersey 07747

**Re: Well Search/Vapor Intrusion Proposal  
Former Gasoline Underground Storage Tanks  
Borough of Matawan Police Department  
150 Main Street  
Matawan, Monmouth County, New Jersey**



Dear Ms. Montfort:

T&M Associates (T&M) is pleased to provide this proposal for the performance of a well search and vapor intrusion investigation in accordance with New Jersey Department of Environmental Protection (NJDEP) requirements, codified as NJAC 7:26E-1.14 and 1.15, respectively.

Both of these requirements were triggered after receipt of ground water data from a June 7, 2012 ground water sampling event approved by the Borough of Matawan (Borough). The results of the ground water sampling event were made available to T&M on June 22, 2012. The scope and fees associated with this proposal are above and beyond the scope and fees associated with our previous proposal, dated November 21, 2011.

Per NJAC 7:26E-1.14, a well search is required when ground water contamination has been identified. The purpose of a well search is to provide the NJDEP with information relative to any potable, irrigation or other water drawing well within a one (1) mile radius of the above referenced site. Per NJAC 7:26E-1.14, a well search is required every two (2) years.

Per NJAC 7:26E-1.15, a vapor intrusion investigation is triggered when ground water contamination exceeds compound specific Ground Water Screening Levels, and any inhabitable structure is located within 30 feet of the monitoring well where ground water contamination was identified. Based on the results of the June 7, 2012 ground water sampling event, benzene, a gasoline related contaminants, was identified above the NJDEP Ground Water Screening Levels of 15 micrograms/liter, at concentrations ranging from 33 to 120 micrograms/liter, and two (2) buildings were identified within 30 feet of the ground water contamination.

T&M will conduct the following tasks:

**Task 1: Well Search**

The NJDEP mandates a well search be conducted every two (2) years for all sites with known ground water contamination. The well search requires both computer well record search and review, and door to door survey of properties within 1/2 mile radius of the above referenced site to confirm the presence/absence of any potable or irrigation wells.

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**Borough of Matawan  
Public Session  
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**Le:** Jean Montfort  
Well Search/Vapor Intrusion Investigation  
**Re:** Borough of Matawan Police Station  
150 Main Street  
Matawan, Monmouth County, NJ

September 19, 2012  
MATN-01391  
Page 2

**Note:** Per NJDEP regulations, the well search must be completed within 90 days of receipt of data indicating an exceedance of the NJDEP Ground Water Standards. Based on the date of receipt of data, a well search must be completed by September 22, 2012.

T&M will conduct this task for an estimated fee \$2,000.00

Approximately \$1400 of this total is T&M labor charges and \$600 is NJDEP fees for obtaining a computer well search.

**Task 2: Vapor Intrusion Investigation/Reporting**

Pursuant to NJDEP Technical Requirements, the VI investigation shall be conducted on all inhabitable structures within 30 feet of ground water contamination. Based on review of available site information, two (2) buildings, the onsite Police Department and the adjacent commercial structure are within 30 feet of ground water contamination. The vapor intrusion investigation is a two (2) step process. The first step is to install Summa Canisters in the buildings and collect air samples over a 24 hour period. The second step is to drill into the sub slab of the buildings and collect sub slab samples. The NJDEP sets a minimum number of samples for indoor air and sub slab, based on the square footage of the buildings. For the Police Station building, three (3) indoor and four (4) sub slab samples are required. For the adjacent commercial property, two (2) indoor air and three (3) sub slab samples are required. Samples will be submitted to Test America, a certified New Jersey laboratory, for TO-15 analysis. Upon receipt of the data, T&M will provide an updated report of the status of the vapor intrusion investigation to the Borough, along with NJDEP required forms for signature by the Borough. Based on the results of the analysis, additional investigation may be warranted. If additional actions are warranted, T&M will notify the Borough of those requirements and timeframes.

**Note:** Per NJDEP regulations, the vapor intrusion investigation must be completed within 150 days of receipt of data indicating an exceedance of the NJDEP Ground Water Screening Levels. Based on the date of receipt of data, the Borough of Matawan must complete Vapor Intrusion Investigation by November 22, 2012. T&M requires 30 days advance notice for scheduling of the vapor intrusion investigation.

Please note that T&M assumes the Borough of Matawan will obtain right-of-entry to the adjacent commercial property for purposes of the vapor intrusion investigation. T&M will assist the Borough of Matawan as required.

T&M will conduct this task for an estimated fee of \$7,500.00

Approximately \$1,500 of this total is T&M labor charges, and \$6000 is subcontractor and laboratory fees for collection of samples and analysis.

Mayor Buccellato read by title Resolution 13-02-53: Resolution by the Borough of Matawan Objecting to the New Jersey Department of Environmental Protection's Recommendation to Remove Certain Areas within the Borough from Sewer Service. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton

**Borough of Matawan  
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Councilman Urbano

Abstain: Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-53**

**RESOLUTION BY THE BOROUGH OF MATAWAN OBJECTING TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION'S RECOMMENDATION TO REMOVE CERTAIN AREAS WITHIN THE BOROUGH FROM SEWER SERVICE**

*WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") has been in discussions with Monmouth County regarding the Proposed Amendment to the Monmouth County Water Quality Management Plan ("WQMP"); and*

*WHEREAS, after reviewing the draft WQMP, the NJDEP is recommending excluding certain areas within the Borough of Matawan (the "Borough") from sewer service; and*

*WHEREAS, maps of the areas the Borough is requesting be added the sewer service is attached hereto as Schedule A; and*

*WHEREAS, representatives of the Borough previously attended a meeting on January 22, 2009 at the Monmouth County Planning Board regarding the proposed recommendations; and*

*WHEREAS, the Borough previously objected to the draft Wastewater Management Plan; and*

*WHEREAS, based upon a careful review of the proposed recommendations the Borough of Matawan objects to the proposed restrictions on its sewer service based upon the following grounds;*

- (a) *Portions of the proposed Matawan Transit Village would be removed from the Borough's sewer service. This removal is inconsistent with the Borough's Master Plan and is not calculated to affect an orderly and appropriate redevelopment of an area which the Borough has reviewed for proposed redevelopment.*
- (b) *The proposed plans would negatively impact individual property owners because they do not take in to account existing property lines.*
- (c) *The proposed plans would impact at least one of the Borough's Parks and have a negative impact on the health, safety and well-being of the residents of the Borough of Matawan, and preclude full enjoyment of the Borough's recreational facilities.*
- (d) *The Borough needs the ability to maintain its existing improvements or increase the capacity of existing sanitary sewer whether it is within or outside of the sanitary sewer area.*

***NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Matawan objects to the NJDEP's recommendations based upon the above considerations.*

***NOW THEREFORE BE IT FURTHER RESOLVED** that the Mayor and Council of the Borough authorize its representatives to further express its objection to the NJDEP's Proposed Amendment to the Monmouth County Water Quality Management Plan, and that a copy of the within Resolution be provided to Senator Joseph Kyrillos, Assemblywoman Amy Handlin, Assemblyman Samuel Thompson, the Monmouth County Board of Chosen Freeholders, the Monmouth County Planning Board, the Matawan Unified Planning Board and the Commissioner of the NJDEP.*

Mayor Buccellato read by title Resolution 13-02-54: Authorizing the Transfer of Unexpended Balances in Certain 2012 Appropriation Reserve Accounts. Mayor Buccellato requested a motion. Councilman Fitzsimmons made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-54**

**AUTHORIZING THE TRANSFER OF UNEXPENDED BALANCES IN CERTAIN 2012 APPROPRIATION RESERVE ACCOUNTS**

**Borough of Matawan  
Public Session  
February 19, 2013**

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

*WHEREAS, there are unexpended balances in certain 2012 appropriation reserve accounts; and*

*WHEREAS, additional funds are required in certain other 2012 appropriation reserve accounts.*

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

<i>Transfer From</i>	<i>Amount of Transfer</i>	<i>Transfer To</i>	<i>Amount of Transfer</i>
<i>Account Number</i>		<i>Account Number</i>	
2-01-20-165-200 <i>Engineering Other Expenses</i>	\$ 5,500.00	2-01-20-155-200 <i>Legal Other Expenses</i>	\$ 5,500.00
2-01-20-120-200 <i>Borough Clerk Other Expenses</i>	\$200.00	2-01-27-330-200 <i>Board of Health Other Expenses</i>	\$200.00
2-01-25-240-200 <i>Police Other Expenses</i>	\$5,200.00	2-01-26-315-200 <i>Vehicle Repairs Other Expenses</i>	\$5,200.00

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

Mayor Buccellato read by title Resolution 13-02-55: Payment of Bills. Mayor Buccellato requested a motion. Councilman Fitzsimmons made the motion with the exception of Vendor #00305, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call. A roll call vote was taken.

- Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

Motion passed.

**RESOLUTION 13-02-55  
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.

<i>Current</i>	\$366,495.22
<i>Water &amp; Sewer</i>	\$47,025.51
<i>Borough Capital</i>	\$23,750.69
<i>Water Capital</i>	\$372,576.80
<i>Grant</i>	\$819.22
<i>Borough Trust</i>	\$374,895.67
<i>Developers Escrow Account</i>	\$703.50
<i>Railroad Parking Trust</i>	\$17.00
<i>Unemployment Trust</i>	\$4,490.26
<b>Total</b>	<b>\$1,190,773.87</b>



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Councilman Fitzsimmons requested the October 31, November 30 and December 31, 2012 Treasurer's Reports be added to the record.

REPORT OF THE TREASURER					
TO THE MAYOR AND COUNCIL OF THE BOROUGH OF MATAWAN					
BANK BALANCES AS OF OCTOBER 31, 2012					
CURRENT ACCOUNT		TD BANK		\$783,743.45	<b>\$783,743.45</b>
TAX COLLECTOR TRUST FUND		TD BANK		\$0.00	<b>\$0.00</b>
WATER & SEWER ACCOUNT		TD BANK		\$590,094.73	<b>\$590,094.73</b>
BOROUGH CAPITAL ACCOUNT		TD BANK		\$1,423,567.23	<b>\$1,423,567.23</b>
UTILITY CAPITAL ACCOUNT		TD BANK		\$281,478.03	<b>\$281,478.03</b>
BOROUGH TRUST ACCOUNT		TD BANK		\$582,232.59	<b>\$582,232.59</b>
<b>BORO TRUST SUMMARY-TD BANK</b>		<b>CASH BALANCES</b>			
<b>AS OF: OCTOBER 31, 2012</b>					
	FIRE SAFETY			\$26,210.48	
	FIRE PREVENTION/DEDICATED PENALTY			\$1,575.90	
	ESCROW			\$104,487.90	
	TAX REDEMPTIONS			\$194,330.72	
	POAA			\$954.44	
	DONATION			\$2,742.49	
	PREMIUMS			\$223,500.00	
	OFF DUTY POLICE			\$21,022.50	
	PUBLIC DEFENDER			\$7,408.16	
	TOTAL			<b>\$582,232.59</b>	
DOG TAX TRUST ACCOUNT		TD BANK		\$216.13	<b>\$216.13</b>
UNEMPLOYMENT INSURANCE ACCOUNT		TD BANK		\$5,164.78	<b>\$5,164.78</b>
RECREATION SPECIAL ACCOUNT		TD BANK		\$31,227.39	<b>\$31,227.39</b>
<b>RECREATION TRUST SUMMARY-TD BANK</b>		<b>CASH BALANCES</b>			
<b>AS OF: OCTOBER 31, 2012</b>					
	TURKEY TROT			\$15,269.41	
	SUMMER RECREATION			\$2,292.72	
	SUMMER RECREATION TRIPS			\$2,610.20	
	MATAWAN DAY			-\$762.30	
	BASKETBALL TOURNAMENT			-\$156.81	
	CANOE RENTALS			-\$1,368.10	
	MEN'S OVER 30 B'BALL			\$1,804.00	
	NNO VENDER			\$0.00	
	YOGA/KICKBOXING			\$709.00	
	FIREWORKS DONATIONS			\$1,108.94	
	CAPITAL IMPROVEMENTS			\$9,720.33	
	TOTAL			<b>\$31,227.39</b>	
DEVELOPERS ESCROW ACCT		TD BANK		\$242,377.83	<b>\$242,377.83</b>
LAW ENFORCEMENT ACCOUNT		TD BANK		\$7,443.72	<b>\$7,443.72</b>
RAILROAD PARKING LOT TRUST		TD BANK		\$83,970.78	<b>\$83,970.78</b>
TOTAL				<u>\$4,031,516.66</u>	<b>\$4,031,516.66</b>
RESPECTFULLY, <i>Monica Antista</i> TREASURER			DATE		1/22/2013

**Borough of Matawan  
Public Session  
February 19, 2013**

REPORT OF THE TREASURER				
TO THE MAYOR AND COUNCIL OF THE BOROUGH OF MATAWAN				
BANK BALANCES AS OF NOVEMBER 30, 2012				
CURRENT ACCOUNT	TD BANK		\$2,611,410.40	<b>\$2,611,410.40</b>
TAX COLLECTOR TRUST FUND	TD BANK		-\$1,108.47	<b>-\$1,108.47</b>
WATER & SEWER ACCOUNT	TD BANK		\$395,923.66	<b>\$395,923.66</b>
BOROUGH CAPITAL ACCOUNT	TD BANK		\$1,410,412.99	<b>\$1,410,412.99</b>
UTILITY CAPITAL ACCOUNT	TD BANK		\$33,464.38	<b>\$33,464.38</b>
BOROUGH TRUST ACCOUNT	TD BANK		\$420,865.71	<b>\$420,865.71</b>
<b>BORO TRUST SUMMARY-TD BANK</b>		<b>CASH BALANCES</b>		
<b>AS OF: NOVEMBER 30, 2012</b>				
	FIRE SAFETY		\$26,210.48	
	FIRE PREVENTION/DEDICATED PENALTY		\$1,575.90	
	ESCROW		\$107,101.90	
	TAX REDEMPTIONS		\$47,476.94	
	POAA		\$954.44	
	DONATION		\$2,742.49	
	PREMIUMS		\$213,100.00	
	OFF DUTY POLICE		\$14,284.40	
	PUBLIC DEFENDER		\$7,419.16	
	<b>TOTAL</b>		<b>\$420,865.71</b>	
DOG TAX TRUST ACCOUNT	TD BANK		\$213.73	<b>\$213.73</b>
UNEMPLOYMENT INSURANCE ACCOUNT	TD BANK		\$7,977.74	<b>\$7,977.74</b>
RECREATION SPECIAL ACCOUNT	TD BANK		\$30,684.55	<b>\$30,684.55</b>
<b>RECREATION TRUST SUMMARY-TD BANK</b>		<b>CASH BALANCES</b>		
<b>AS OF: NOVEMBER 30, 2012</b>				
	TURKEY TROT		\$14,726.57	
	SUMMER RECREATION		\$2,292.72	
	SUMMER RECREATION TRIPS		\$2,610.20	
	MATAWAN DAY		-\$762.30	
	BASKETBALL TOURNAMENT		-\$156.81	
	CANOE RENTALS		-\$1,368.10	
	MEN'S OVER 30 B'BALL		\$1,804.00	
	NNO VENDER		\$0.00	
	YOGA/KICKBOXING		\$709.00	
	FIREWORKS DONATIONS		\$1,108.94	
	CAPITAL IMPROVEMENTS		\$9,720.33	
	<b>TOTAL</b>		<b>\$30,684.55</b>	
DEVELOPERS ESCROW ACCT	TD BANK		\$241,895.07	<b>\$241,895.07</b>
LAW ENFORCEMENT ACCOUNT	TD BANK		\$6,144.35	<b>\$6,144.35</b>
RAILROAD PARKING LOT TRUST	TD BANK		\$73,651.78	<b>\$73,651.78</b>
TOTAL			<u>\$5,231,535.89</u>	<b>\$5,231,535.89</b>
RESPECTFULLY, <i>Monica Antista</i> TREASURER			DATE	1/22/2013

**Borough of Matawan  
Public Session  
February 19, 2013**

REPORT OF THE TREASURER				
TO THE MAYOR AND COUNCIL OF THE BOROUGH OF MATAWAN				
BANK BALANCES AS OF DECEMBER 31, 2012				
CURRENT ACCOUNT	TD BANK		\$1,974,625.49	<b>\$1,974,625.49</b>
TAX COLLECTOR TRUST FUND	TD BANK		\$0.00	<b>\$0.00</b>
WATER & SEWER ACCOUNT	TD BANK		\$1,529,287.82	<b>\$1,529,287.82</b>
BOROUGH CAPITAL ACCOUNT	TD BANK		\$718,187.95	<b>\$718,187.95</b>
UTILITY CAPITAL ACCOUNT	TD BANK		\$647,524.68	<b>\$647,524.68</b>
BOROUGH TRUST ACCOUNT	TD BANK		\$896,598.62	<b>\$896,598.62</b>
<b>BORO TRUST SUMMARY-TD BANK</b>		<b>CASH BALANCES</b>		
<b>AS OF: DECEMBER 31, 2012</b>				
	FIRE SAFETY		\$26,235.48	
	FIRE PREVENTION/DEDICATED PENALTY		\$1,600.90	
	ESCROW		\$106,395.65	
	TAX REDEMPTIONS		\$368,557.05	
	POAA		\$954.44	
	DONATION		\$2,742.49	
	PREMIUMS		\$357,800.00	
	OFF DUTY POLICE		\$24,793.45	
	PUBLIC DEFENDER		\$7,519.16	
	<b>TOTAL</b>		<b>\$896,598.62</b>	
DOG TAX TRUST ACCOUNT	TD BANK		\$201.73	<b>\$201.73</b>
UNEMPLOYMENT INSURANCE ACCOUNT	TD BANK		\$7,977.74	<b>\$7,977.74</b>
RECREATION SPECIAL ACCOUNT	TD BANK		\$23,790.55	<b>\$23,790.55</b>
<b>RECREATION TRUST SUMMARY-TD BANK</b>		<b>CASH BALANCES</b>		
<b>AS OF: DECEMBER 31, 2012</b>				
	TURKEY TROT		\$11,756.57	
	SUMMER RECREATION		\$978.92	
	SUMMER RECREATION TRIPS		\$0.00	
	MATAWAN DAY		-\$762.30	
	BASKETBALL TOURNAMENT		-\$156.81	
	CANOE RENTALS		-\$1,368.10	
	MEN'S OVER 30 B'BALL		\$1,804.00	
	NNO VENDER		\$0.00	
	YOGA/KICKBOXING		\$709.00	
	FIREWORKS DONATIONS		\$1,108.94	
	CAPITAL IMPROVEMENTS		\$9,720.33	
	<b>TOTAL</b>		<b>\$23,790.55</b>	
DEVELOPERS ESCROW ACCT	TD BANK		\$239,693.73	<b>\$239,693.73</b>
LAW ENFORCEMENT ACCOUNT	TD BANK		\$6,144.85	<b>\$6,144.85</b>
RAILROAD PARKING LOT TRUST	TD BANK		\$255,552.28	<b>\$255,552.28</b>
TOTAL			<b>\$6,299,585.44</b>	<b>\$6,299,585.44</b>
RESPECTFULLY, Monica Antista TREASURER			DATE	1/22/2013

Mayor Buccellato read by title Resolution 13-02-56: Resolution Authorizing the Unified Planning/Zoning Board of Matawan to Undertake an Updating of the Preliminary Investigation for Redevelopment. Mayor Buccellato requested a motion. Councilwoman Gould made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilwoman Daly  
Councilman Fitzsimmons  
Councilwoman Gould  
Councilwoman Clifton  
Councilman Urbano  
Councilwoman Angelini

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Motion passed.

**RESOLUTION 13-02-56**

**RESOLUTION AUTHORIZING THE UNIFIED PLANNING/ZONING BOARD OF THE BOROUGH OF  
MATAWAN TO UNDERTAKE AN UPDATING OF THE PRELIMINARY INVESTIGATION FOR  
REDEVELOPMENT**

*WHEREAS, the Borough of Matawan previously undertook a study pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (“to determine whether certain lands in the vicinity of the Matawan Train Station (the “Redevelopment Area”)) constituted an area in need of redevelopment; and*

*WHEREAS, such a study was undertaken and a report, dated May 2000, was prepared and reviewed by the Unified Planning/Zoning Board and the Mayor and Council and adopted by Resolution # 00-07-08; and*

*WHEREAS, in 2005 Beacon Planning and Consulting Services, LLC, Colts Neck, New Jersey issued a planning report updating the 2000 study as to whether certain properties surrounding the Matawan Train Station continue to qualify as a Redevelopment Area under the requirements of the Local Redevelopment and Housing Law; and*

*WHEREAS, various changes have taken place since the original study and updated study, including amendments to the Local Redevelopment and Housing Law, new case law construing the Local Redevelopment and Housing Law and recognizing the significance of Smart Growth development and redevelopment principles, and changes within the Redevelopment Area; and*

*WHEREAS, the Mayor and Council have determined that it is in the best interest of the Borough of Matawan to update the determination regarding the designation of the Redevelopment Area in light of recent statutory amendments as well as recent case law.*

*NOW, THEREFORE, BE IT RESOLVED that the Borough Council hereby directs the Matawan Unified Planning/Zoning Board to conduct investigations and to hold a public hearing to determine whether the Redevelopment Area continues to be an area in need of redevelopment under the criteria set forth in N.J.S.A. 40A:12A-1, et seq.; and*

*BE IT FURTHER RESOLVED that the Governing Body, Mayor and Council, have retained the services of BPM Engineering LLC, Matawan, New Jersey to provide planning services to assist the Borough in updating the study; and*

*BE IT FURTHER RESOLVED that the Unified Planning/Zoning Board shall submit its findings and recommendations to the Council in the form of a Resolution with supportive documentation; and*

*BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded by the Borough Clerk to the Matawan Unified Planning/Zoning Board and the Borough Administrator.*

**Privilege of the Floor**

Mayor Buccellato opened the Privilege of the Floor.

Jerry Hourihan, 13 Edgewater Drive, Matawan. Mr. Hourihan welcomed Mr. Ferrara. Mr. Hourihan related the unsatisfactory installation of the gas lines in his development. He also provided comments on ADA improvements for local parks.

Mayor Buccellato closed the Privilege of the Floor.

**Adjournment**

Mayor Buccellato requested a motion to adjourn. Councilwoman Clifton made the motion, seconded by Councilwoman Angelini. Council agreed. Motion passed.

Meeting adjourned at 7:45 PM.

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Jean B. Montfort, RMC  
Municipal Clerk