

**Borough of Matawan
Workshop Session
May 21, 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 May 21, 2013. The meeting was called to order at 6:35 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 asking everyone to keep Moore, Oklahoma tornado victims in their thoughts.

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

Employment Practice Liability Training Seminar for Elected Officials

Mayor Buccellato introduced Michael C. Avalone, CRM, CIC – Vice President, Governmental Risk Management Practices Leader from Conner Strong & Buckelew to host the MELJIF Training Seminar for Elected Officials. Mr. Avalone presented highlights from the MELJIF annual report. Discussion focus included recent and future weather events and its impact; current and future property market review; and the guarantee of the continued past four year rates for 2014. Future training will be hosted sometime in August or September.

Mayor and Council thanked Mr. Avalone for his presentation.

Mayor Buccellato requested a motion for a brief recess. Councilman Fitzsimmons made the motion, seconded by Councilman Urbano.

Privilege of the Floor – Agenda Items Only

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

There were no comments.

Mayor Buccellato closed the Privilege of the Floor for Agenda Items Only.

Old Business

Mayor Buccellato read by title Ordinance 13-11: Bond Ordinance Providing an Appropriation of \$2,779,101.80 for Various Road Improvements for and by the Borough of Matawan in the County of Monmouth, New Jersey and, Authorizing the Issuance of \$2,185,000 Bonds or Notes of the Borough of Matawan for Financing Part of the Appropriation. Mayor Buccellato requested a motion to open the public hearing. Councilwoman Angelini made the motion, seconded by Councilman Urbano. 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 Angelini. Council agreed. Motion passed. Mayor Buccellato read by title on third and final reading Ordinance 13-11: Bond Ordinance Providing an Appropriation of \$2,779,101.80 for Various Road Improvements for and by the Borough of Matawan in the County

**Borough of Matawan
Workshop Session
May 21, 2013**

of Monmouth, New Jersey and, Authorizing the Issuance of \$2,185,000 Bonds or Notes of the Borough of Matawan for Financing Part of the Appropriation requesting a motion to adopt. 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.

ORDINANCE 13-11

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$2,779,101.80 FOR VARIOUS ROAD IMPROVEMENTS FOR AND BY THE BOROUGH OF MATAWAN IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$2,185,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.

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

Section 1.

The improvements described in Section 3 of this bond ordinance (the "Improvements") are hereby authorized to be undertaken by the Borough of Matawan, New Jersey (the "Borough") as general improvements. For the said Improvement there is hereby appropriated the amount of \$2,779,101.80, such sum includes the sum of (a) \$400,000 expected to be received from the New Jersey Department of Transportation, (b) \$79,101.80 expected to be received from the Federal Emergency Management Agency, and (c) \$115,000 as the down payment (the "Down Payment") required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law"). The Down Payment is now available by virtue of provisions in one or more previously adopted budgets for down payments for capital improvement purposes.

Section 2.

In order to finance the cost of the Improvements not covered by the application of the Down Payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$2,185,000 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes of the Borough are hereby authorized to be issued in the principal amount not exceeding \$2,185,000 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

Section 3.

(a) The Improvements authorized and the purpose for the financing of which said obligations are to be issued is for various road improvements including but not limited to Sunset Avenue/Monroe Street, Daniel Drive, Mohawk Drive, Ned Drive, William Street, Hoyt Street, Wyckoff Street, Shainy Lane ponding, Stillwell Street ponding, Crestwood Road, Essie Drive, Sutton Drive, Schenck Avenue/Lakeland Road/Woodland Avenue, Borough Hall pavement removal and traffic striping, including drainage and curbing, and including all work materials, necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications on file with the Borough Clerk.

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$2,185,000.

(c) The estimated cost of the Improvements is \$2,779,101.80 which amount represents the initial appropriation made by the Borough.

Section 4.

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all

**Borough of Matawan
Workshop Session
May 21, 2013**

such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Borough Council of the Borough at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

Section 5.

The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Borough Clerk and is available for public inspection.

Section 6.

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

(a) The Improvements described in Section 3 of this bond ordinance are not current expenses, and are capital improvements or properties that the Borough may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the Improvements, within the limitations of the Local Bond Law, and according to the reasonable life thereof computed from the date of the Bonds authorized by this bond ordinance, is 19.13 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Borough, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this bond ordinance by \$2,185,000 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$560,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

Section 7.

Any funds received from time to time by the Borough as contributions in aid of financing the purposes described in Section 3 of this Ordinance shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the Borough authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the Borough as funds applicable only to the payment of obligations of the Borough authorized by this Bond Ordinance.

Section 8.

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

Section 9.

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the Improvements prior to the date that Borough incurs debt obligations under this Bond Ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$2,185,000.

Section 10.

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

**Borough of Matawan
Workshop Session
May 21, 2013**

Mayor Buccellato read by title Ordinance 13-12: Bond Ordinance Providing an Appropriation of \$400,000 for Replacement of Water Mains on Various Streets for and by the Borough of Matawan in the County of Monmouth, New Jersey and, Authorizing the Issuance of \$400,000 Bonds or Notes of the Borough of Matawan for Financing Part of the Appropriation. Mayor Buccellato requested a motion to open the public hearing. Councilwoman Angelini made the motion, seconded by Councilwoman Clifton. 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 Angelini. Council agreed. Motion passed. Mayor Buccellato read by title on third and final reading Ordinance 13-11: Bond Ordinance Providing an Appropriation of \$2,779,101.80 for Various Road Improvements for and by the Borough of Matawan in the County of Monmouth, New Jersey and, Authorizing the Issuance of \$2,185,000 Bonds or Notes of the Borough of Matawan for Financing Part of the Appropriation requesting a motion to adopt. Councilwoman Angelini 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.

ORDINANCE 13-12

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$400,000 FOR REPLACEMENT OF WATER MAINS ON VARIOUS STREETS FOR AND BY THE BOROUGH OF MATAWAN IN THE COUNTY OF MONMOUTH, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$400,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.

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

SECTION 1:

The improvements described in Section 3 of this bond ordinance (the "Improvements") are hereby authorized to be undertaken by the Borough of Matawan, New Jersey (the "Borough") as general improvements. For the said Improvement there is hereby appropriated the amount of \$400,000. No down payment is required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law") as the purpose authorized herein is deemed self-liquidating and the obligations authorized herein are deductible from the gross debt of the Borough, as more fully explained in Section 6(e) of this ordinance.

SECTION 2:

In order to finance the cost of the Improvements, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$400,000 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes of the Borough are hereby authorized to be issued in the principal amount not exceeding \$400,000 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

SECTION 3:

(a) The Improvements authorized and the purpose for the financing of which said obligations are to be issued is for replacement of water mains on Daniel Drive, Mohawk Drive, Ned Drive and William Street, including all work materials, necessary therefore or incidental thereto, all as shown on and in accordance with the plans and specifications on file with the Borough Clerk.

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$400,000.

(c) The estimated cost of the Improvements is \$400,000 which amount represents the initial appropriation made by the Borough.

**Borough of Matawan
Workshop Session
May 21, 2013**

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. The Chief Financial Officer is directed to report in writing to the Borough Council of the Borough at the meeting next succeeding the date when the sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the

amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Borough Clerk and is available for public inspection.

SECTION 6:

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

(a) The Improvements described in Section 3 of this bond ordinance are not current expenses, and are capital improvements or properties that the Borough may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the Improvements, within the limitations of the Local Bond Law, and according to the reasonable life thereof computed from the date of the Bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Borough, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this bond ordinance by \$400,000 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$85,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

(e) This bond ordinance authorizes obligations of the Borough solely for purposes described in N.J.S.A. 40A:2-7(h). The obligations authorized herein are to be issued for a purpose that is deemed to be self-liquidating pursuant to N.J.S.A. 40A:2-47(a) and are deductible from gross debt pursuant to N.J.S.A 40A:2-44(c).

SECTION 7:

Any funds received from time to time by the Borough as contributions in aid of financing the purposes described in Section 3 of this Ordinance shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the Borough authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the Borough as funds applicable only to the payment of obligations of the Borough authorized by this Bond Ordinance.

SECTION 8:

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

SECTION 9:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the Improvements prior to the date that Borough incurs debt obligations under this Bond Ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$400,000.

**Borough of Matawan
Workshop Session
May 21, 2013**

SECTION 10:

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

Clerk's Report

No report.

Mayor's Report

Mayor Buccellato reported on the receipt of \$200,000.00 NJS Department of Transportation grant for replacing a portion of William Street and an additional \$2,000.00 grant for the Clean Communities. Also, tonight Matawan and Aberdeen are hosting the artwork of Children with Special Needs and invited everyone to please take a moment to admire their beautiful work.

Administrator's Report

Mr. Ferrara reported on the introduction of two Resolutions on tonight's agenda; a Resolution for an Interlocal Agreement with Monmouth County for milling and paving services and a Resolution recommending application of a grant to the 1772 Foundation for funding to develop a maintenance plan for the Burrowes Mansion.

Attorney's Report

No report.

Engineer's Report

Mr. Keady reported on the status of the Water Treatment Plant Rehabilitation stating the Plant is currently in operation during the day and will be turned to auto, 24/7, operation this week. The manufacturer is on-site in order to facilitate training of Borough staff. The contractor is completing painting and wiring, and HVAC equipment started up today. A punch list for final project completion will be generated shortly.

Mr. Keady reported on the status of the Park Avenue Sanitary Sewer Rehabilitation stating a pre-construction meeting was held earlier this month, and, though some have been received we await receipt of the remainder of residential easements. As some residents do have some questions, Mr. Menna and I will reach out to them to respond to any concerns.

The 2013 Road Program survey and field work have been completed; we are in the design phase. There will be two contracts: one for the two DOT Grant streets and the second for the remaining non-DOT Grant streets. This will streamline the process as the DOT Grant conditions require a review process creating a two to three week lag behind the non-DOT Grant streets. The 2013 Road Program has two grants for which the DOT will require consolidation which will require a Council approval by resolution at a future meeting.

Also, three years ago 12 Orchard Street requested a street opening for gas service. Due to recent repaving NJNG stated they could provide service from a side street. Mr. Keady learned last week service is not provided by a side street and the resident is requesting a street opening though it still falls under the 2008 Road Program five year moratorium. NJNG can do the work, repaving the 3 x 3 opening with an infrared repair patch to avoid a seam. It is Mr. Keady's recommendation to approve this request as the residence currently has no gas service to the property. Mayor Buccellato requested a motion. Councilman Fitzsimmons made the motion, seconded by Councilwoman Angelini. Council granted approval with the conditional requirement of a two-year maintenance bond.

**Borough of Matawan
Workshop Session
May 21, 2013**

In addition, 34 Wilson Avenue is requesting a street opening to convert the residence from oil to gas service. As this street too was recently paved under the 2011 Road Program, Mr. Keady deferred to Council. Mayor Buccellato requested a motion. Councilman Fitzsimmons made the motion, seconded by Councilwoman Angelini. Council granted approval with the conditional requirement of a two-year maintenance bond.

Property Maintenance, Technology, Sanitation/Recycling

No report.

Finance, Education, Environmental

No report.

Personnel, Redevelopment, Construction, Community Development

Councilwoman Gould gave the Construction Department report for April 2013:

- Permit income, certificates & fees - \$11,304.00 Year to Date - \$38,626.00
- Business, CCO, Miscellaneous - \$150.00 Year to Date - \$900.00
- State Permit Surcharge Fees - \$606.00 Year to Date - \$1,865.00
- Value of Construction Work - \$434,820.00 Year to Date - \$1,294,187.00
- Permits Issued – 64 Year to Date - 201

Recreation, Historic Sites, Library

Councilwoman Clifton announced the Memorial Day Parade this Sunday beginning about 15 minutes earlier at approximately 1:45 PM.

Police, Fire, First Aid, Railroad Parking, ADA

Councilman Urbano requested Council approval of Volunteer Firefighter Douglas R. Hrehowesik. Mayor Buccellato requested a motion. Councilwoman Clifton made the motion, seconded by Councilwoman Gould. Council agreed. Motion passed.

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

No report.

Mayor Buccellato informed of an addition to tonight's agenda of Resolution 13-05-35: Authorizing T&M Associates to Provide Professional Services for ADA Improvements for the Matawan Municipal Community Center in an amount not to exceed \$24,200.00 for engineering services and an additional \$2,500.00 for soil erosion permits.

Consent Agenda

Mayor Buccellato read by title Resolutions 13-05-26 through and including 13-05-28 requesting a motion to approve en masse. 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.

**Borough of Matawan
Workshop Session
May 21, 2013**

**RESOLUTION 13-05-26
REDEMPTION OF TAX SALE CERTIFICATE
PLYMOUTH PARK TAX SERVICES, LLC
CERTIFICATE #08-00096**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #08-00096 which was sold to Plymouth Park Tax Services, LLC, PO Box 2288, Morristown, NJ 07962-2288; and

WHEREAS, Certificate #08-00096 has been paid and fully redeemed for the property owner, Block 107, Lot 3 otherwise known as 16 Edgewater Dr.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$40,984.51 and a Premium of \$1,600.00 to the above for the redemption of Tax Sale Certificate #08-00096.

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

**RESOLUTION 13-05-27
REDEMPTION OF TAX SALE CERTIFICATE
US BANK CUST FOR CRESTAR CAPITAL, LLC
CERTIFICATE #12-00087**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #12-00087 which was sold to US Bank Cust for Crestar Capital, LLC, TLSG 2 Liberty Pl., 50 S 16th St., Ste 1950, Philadelphia, PA 19102; and

WHEREAS, Certificate #12-00087 has been paid and fully redeemed for the property owner, Block 119, Lot 14 otherwise known as 11 Sutphin Ave.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$635.75 to the above for the redemption of Tax Sale Certificate #12-00087.

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

**RESOLUTION 13-05-28
APPROVAL OF NEW TAXI DRIVER LICENSE
MARK GOODROW**

WHEREAS, Mark Goodrow, has passed the required Police Department background checks; and

WHEREAS, Mark Goodrow, has filed the proper documentation with the Borough Clerk's office.

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

*Applicant: Mark Goodrow
251 Atlantic Street
Keyport, New Jersey 07735*

New Business

Mayor Buccellato read by title Resolution 13-05-29: Authorizing Interlocal Services Agreement Between Monmouth County and the Borough of Matawan for Milling and Paving Services. Mayor Buccellato requested a motion. 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.

**Borough of Matawan
Workshop Session
May 21, 2013**

**RESOLUTION 13-05-29
AUTHORIZING INTERLOCAL SERVICES AGREEMENT
BETWEEN MONMOUTH COUNTY AND THE BOROUGH OF MATAWAN FOR MILLING AND PAVING
SERVICES**

WHEREAS, the Borough of Matawan is currently in need of Milling and Paving Services; and

WHEREAS, the County of Monmouth provides this service to municipalities within the County; and

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

WHEREAS, it is in the best interest of the Borough of Matawan to enter into a shared services agreement with the County of Monmouth.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan hereby authorizes the Borough of Matawan enter into the attached Shared Services Agreement with the County of Monmouth in an amount not to exceed \$10,000.00 said Agreement to expire December 31, 2013.

BE IT FURTHER RESOLVED the Council hereby authorizes the Mayor to execute this Agreement 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 C-04-55-911-100 Budget of the Borough of Matawan to Monmouth County for the Borough of Matawan in an amount not to exceed Ten Thousand Dollars and No Cents (\$10,000.00).

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

Chief Financial Officer

(Signature on File)

Monica Antista, CMFO

Dated: May 21, 2013

**INTERLOCAL SERVICES AGREEMENT BETWEEN
MONMOUTH COUNTY AND THE BOROUGH OF MATAWAN
FOR MILLING AND PAVING SERVICES**

This agreement is entered into this 16th day of May, 2013, by and between the Monmouth County, a public body, with offices at 250 Center Street, Freehold, New Jersey 07728 (hereinafter referred to as "County"), and the Borough of Matawan, with offices at 201 Broad Street, Matawan, New Jersey, 07747 (hereinafter referred to as "Matawan").

IT IS AGREED:

- 1. Monmouth County, under the auspices of the Department of Public Works and Engineering Highway Division, will provide to the Borough of Matawan Milling and Paving Services.*
- 2. This agreement will be in effect for the period of May 16, 2013, through December 31, 2013 unless extended by authorization of both governing bodies.*
- 3. The County, under the auspices of the Department of Public Works and Engineering Highway Division, will provide to the Borough of Matawan Milling and Paving Services to the Borough property "Parking Lot" located adjacent to the Borough Annex on the Church Street side of the complex approximately 275' X 28'. In addition it will remove any obstacles including old fence and sign posts from the property at no additional cost.*
- 4. Matawan is responsible for contracting for 10 Tons of HMA 9.5M64/ 1-5 and paying for material to complete the project.*
- 5. The County will pick up all HMA 9.5M64/ 1-5 necessary to complete project at their expense from the supplier chosen by the Borough.*
- 6. The County will supply all staff and equipment to mill 1½" to 2" and replace with HMA 9.5M64/ 1-5 paving material.*
- 7. The entire agreement shall not exceed \$10,000.00*
- 8. The Borough of Matawan reserves the right to terminate this Agreement at any point with 30 days written notice for the following reasons:*

**Borough of Matawan
Workshop Session
May 21, 2013**

- (a) *The County failed to provide services.*
- (b) *The County Department failed to comply with the State System Guidelines.*

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

**MONMOUTH COUNTY
BOARD OF CHOSEN FREEHOLDERS**

ATTEST:

BOROUGH OF MATAWAN

Karen Wynne, RMC

Honorable Paul Buccellato, Mayor

Mayor Buccellato read by title Resolution 13-05-30: Authorizing the Borough of Matawan to Enter Into a Property Disposition Service Agreement with PropertyRoom.com for the Sale of Municipal Property for Disposition by Auction. 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 13-05-30
AUTHORIZING THE BOROUGH OF MATAWAN
TO ENTER INTO A PROPERTY DISPOSITION SERVICE AGREEMENT WITH PROPERTYROOM.COM
FOR THE SALE OF A MUNICIPAL PROPERTY
FOR DISPOSITION BY AUCTION**

WHEREAS, the Matawan Police Department recommends the disposition of municipal vehicles and other property not needed for a public function and purpose through PropertyRoom.com; and

WHEREAS, there is a need to engage the services of a professional auctioneer company that has special expertise in this area of disposal of municipal assets in a public bid forum in accordance with the provisions of NJSA 40A:12-13.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes the Borough to enter into the attached Property Disposition Service Agreement for Auctioning Marketing Services with PropertyRoom.com in an amount not to exceed 12.5% of sale plus towing fees as specified in the attached Agreement.

BE IT FURTHER RESOLVED the Council hereby authorizes the Mayor to execute the Agreement 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 3-01-25-240-200 Budget of the Borough of Matawan to PropertyRoom.com for the Borough of Matawan in an amount not to 12.5% of the sale plus towing fees as specified in the attached Agreement.

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: May 21, 2013*

**Borough of Matawan
Workshop Session
May 21, 2013**



5257 Buckeystown Pike, Suite 475
Frederick, MD 21704
Tel: 240.751.9123
Fax: 240.230.0229
Federal Tax ID: 86-0962102

Property Disposition Service Agreement

Version date: 2012-May

Owner Name: Borough of Matawan	NJPA Agreement: Yes <input type="checkbox"/> No X
Mailing Address: 201 Broad St.	NJPA Member #:
City, State, Zip: Matawan, NJ 07747	Signature Date:
Telephone: (732) 290-2025	Automatic Renewal: Yes X No <input type="checkbox"/>
Fax: (732) 290-2026	Expiration Date: (if not automatic renewal)
Primary Contact Name: Lt. Jason Gallo Primary Contact Phone: (732) 290-2025	Primary Contact Email: jgallo@matawanpolice.org

This agreement ("Agreement") documents the terms and conditions under which PropertyRoom.com, Inc., a Delaware corporation ("Contractor"), will provide storage, auction and disposition services ("Services") on behalf of owner named above ("Owner").

At request of Owner, Contractor agrees to establish separate accounts under the terms of this Agreement for any other departments or agencies related to Owner for purposes of complying with Owner's financial accounting requirements. Contractor also recognizes the common practice in many jurisdictions to permit related agencies the opportunity to use the services in this Agreement (to "Piggyback") according to the terms and pricing contained herein.

Contractor further stipulates that any municipal, county, or state governmental agency located in the same state as Owner may also Piggyback this Agreement. Owner acknowledges Contractor has advised Owner about Contractor's nationally awarded contract vendor status from the National Joint Powers Alliance ("NJPA") for Services described in this Agreement, and Owner can obtain complete details of the related RFP process at www.NJPACoop.org.

This Agreement comprises the entire agreement between Contractor and Owner relating to the storage, auction and disposition of property and supersedes any prior understandings, agreements, or representations by or between the parties, be they written or oral.

1. Items Requiring Services. Owner will designate items of property ("Property") it desires to provide to Contractor for Services. For the sake of clarity, in this Agreement, Property means smaller items, such as jewelry, electronics, bicycles and surplus spare parts, as well as larger items, such as cars, trucks, planes or industrial compressors. Contractor retains the right to accept or reject certain Property in its sole discretion.

2. Title to Property. Owner shall retain legal title to Property until it is purchased by auction or otherwise disposed of in accordance with the Agreement, at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the Property (the "Buyer"). Owner appoints Contractor as its representative and instrumentality to hold and offer for sale on Owner's behalf the Property, in accordance with this Agreement. Owner appoints Contractor as its attorney-in-fact to

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

sign any and all documents necessary to assign to Buyers all of Owner's right, title and interest in and to Property sold or disposed. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to payment of amounts owed by Owner to Contractor and to third parties pursuant to this Agreement, which amounts shall be disbursed by Contractor on behalf of Owner as provided herein.

3. **Services Offered.** Contractor offers four Services for storage, auction and disposition of Property. Owner may use all or any combination of Services depending on Owner's needs as well as the type and nature of Property. Descriptions below summarize the four Services. Attached data sheets, incorporated by reference, provide more details for each Service.

As and when applicable, for all four Services, Contractor agrees to use commercially reasonable efforts to store and auction Property as well as to dispose of Property not purchased at auction, subject to the ultimate control of Owner. Contractor shall sell and dispose of Property "as is" without any liability to Owner. Contractor is solely responsible for identifying and resolving sales and use tax issues arising from Property sales, including charging, collecting and remitting such taxes.

a. **Portable Service.** The Portable Service applies to Property items small enough to be picked-up and loaded onto box trucks. Contractor will, on Owner's behalf as its representative, pick-up, test (if applicable and practicable), erase or destroy (in the case of electronic goods) hard disks and SIM cards, photograph, research, store, and list Property for sale by internet auction to the public on one or more domains selected by Contractor. Typical Property processed under the Portable Service include law enforcement property and evidence items approved for disposition, seized items, municipal surplus, and abandoned property as well as lost and found items.

b. **Gold Service.** The Gold Service applies to Property items too large for pick-up in a box truck and for which Owner agrees to auction-in-place. At Owner's request, Contractor will list such Property for sale by internet auction to the public on one or more domains selected by Contractor. Contractor will use descriptions and digital photographs supplied by Owner. For the sake of clarity, with Gold Service, Contractor will not pick-up and store Property but rather Owner will maintain physical control until transfer of title to Buyers. Contractor will complete auctions and collect funds from Buyers and then provide Owner and Buyers mutual contact information to facilitate Property pick-up by Buyers. Typical Property processed under the Gold Service includes cars and trucks located too far from storage yards to make it economically feasible to tow; additional items include large compressors, generators, etc.

c. **Titanium Service.** The Titanium Service applies to Property vehicles seized and or impounded by law enforcement agencies. At Owner's request, Contractor will receive tows of seized and impounded vehicles at local yard facilities ("Yards"), storing vehicles while awaiting Owner decision on whether to release a vehicle to a citizen or send to auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process paperwork and collect storage fees from citizens. Alternatively, Contractor will, on Owner's behalf as its representative, clean, photograph, store and list the Property for sale by internet auction to the public. Contractor offers Titanium Services in conjunction with subcontractor, Copart, Inc., a publicly traded company ("Subcontractor") with approximately 150 Yards around the U.S.

d. **Platinum Service.** The Platinum Service applies to the auctioning of municipal fleet vehicles and surplus equipment, i.e., Property. At Owner's request, Contractor will tow the Property to, or take delivery at Yards. Contractor will, on Owner's behalf as its representative, tow, verify drivability, clean, photograph, store and list Property for sale by internet auction to the public. Contractor offers Platinum Services in conjunction with Subcontractor. Typical Property sold under this service include municipal fleet vehicles such as automobiles and light trucks as well as specialty equipment such as fire trucks, ambulances, trash collection trucks, and other large public works equipment.

4. **Term and Termination.**

a. The Agreement will become effective upon signature by the parties (the "Signature Date") and, as indicated in the top section of this Agreement, will continue for either:

- (1) An initial term of 1-year from the Signature Date and thereafter will automatically renew for consecutive 1-year terms unless written notice of non-renewal is provided by either party to the other at least 60 days prior to the expiration of the then current term; or
- (2) An initial term specified by the Owner of at least 1-year, after which a renewal agreement will be required by the Owner. If Owner selects this option, Contractor will send Owner a Notice of Renewal 60 days prior to Agreement expiration.

b. The Agreement may be terminated by either party upon 30 days prior written notice to the other party.

c. The rights of the parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.

d. Notwithstanding any termination by either party of the Agreement, Contractor will continue to

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

remit Proceeds arising under the Agreement (net of amounts owed by Owner to Contractor and to third parties pursuant to the Agreement) in connection with any sales made before the effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by Contractor or disposed on behalf of Owner or returned to Owner, at Owner's election and cost.

5. Allocation of Sales Proceeds.

For all Services, "Winning Bid" means the highest amount committed and paid by any auction participant ("Buyer") for a Property item sold. For the sake of clarity, Winning Bid does not include shipping, buyer or other fees, nor does Winning Bid mean or include an amount that a Buyer commits to pay but later fails to pay.

a. Portable Service

(1) **Sales Price.** Total Proceeds paid by Buyer shall be called "Sales Price." Sales Price shall include the Winning Bid plus fees (the "Fees"), such as shipping and handling, taxes, and insurance costs associated with the transaction and paid by Buyer.

(2) **Transaction Costs.** Contractor shall utilize Fees, and not the Winning Bid, to pay or remit costs for shipping and handling, taxes, and insurance.

(3) **Contractor Commission.** For each item of Property, Owner will pay to Contractor a fee (the "Contractor Commission") equal to 50% of the first \$1,000 of the Winning Bid and 25% of the Winning Bid portion, if any, that exceeds \$1,000. The amount of the Winning Bid remaining after deduction and payment of the Contractor Commission will be called "Owner's Gross Proceeds".

(4) **Processing Costs.** Credit card processing costs ("Credit Card Cost") and affiliate processing fees (the "Affiliate Fees," which include commissions and processing costs paid to third parties if such a third party sent the winning bidder to the website), will be borne by Owner and Contractor in proportion to the ratio of Owner's Gross Proceeds to Contractor Commission. Owner's portion of Credit Card Cost and Affiliate Fees (collectively, the "Processing Costs") will be paid by Contractor to applicable third parties on Owner's behalf.

(5) **Net Proceeds.** "Owner's Net Proceeds" shall mean the amount of the Winning Bid paid to Owner after deduction and payment of Contractor Commission and Processing Costs.

(6) **Fuel Surcharge.** For Portable Services, Contractor does not charge pick-up fees, hourly labor rates or mileage charges. However, if and when fuel prices rise above a level as shown in the schedule below, a fuel surcharge ("Fuel Surcharge") will be paid to Contractor out of Owner's Net Proceeds for each manifest of Portable items. Contractor tracks benchmark average retail diesel prices as published online by the Energy Information Administration of the U.S. Department of Energy and resets the Fuel Surcharge quarterly based on average weekly pricing from the prior quarter. Fuel Surcharges, if any, are deducted from monthly Owner's Net Proceeds.

Fuel Surcharge Schedule

Retail Diesel (per gal)	Fuel Surcharge*
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20
\$ 4.00 to \$ 4.49	\$ 49.60**

* Divides across locations and/or sub-accounts picked-up same day

** Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

(7) **Disposal.** To the extent that Property is not sold by auction, Contractor will dispose of Property in a commercially reasonable manner, including, but not limited to, sending to recycling, landfill, or scrap processor. Owner understands and agrees:

(a) For Property not sold by Auction, disposition activities create additional Contractor processing costs (the "Disposal Costs") and potentially a disposition Sales Price (the "Disposition Proceeds").

(b) Disposal Costs include, but are not limited to, labor cost of reloading Property onto a truck, labor and vehicle costs associated with transporting Property for disposition, and third-party fees, such as landfill, recycling, and hazardous material disposal fees.

(c) Disposition Proceeds include, but are not limited to, a Sales Price obtained for scrap metal.

(d) Contractor will bear the burden of Disposal Costs.

(e) Contractor will retain Disposition Proceeds, if any, as an offset to Disposal Costs, except if Disposition Proceeds for an item of Owner Property exceed \$250, in which case Owner shall be entitled to retain a portion of Disposition Proceeds calculated in accordance with Section 5a above, provided that Disposition Proceeds will be deemed be equivalent to "Winning Bid" and the Disposal

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

Costs will be deducted as a processing cost under Section 5a(4) above.

b. Gold Service

(1) **Sales Price, Transaction Costs, Processing Costs & Net Proceeds.** Same as in 5a(1), 5a(2), 5a(4) and 5a(5).

(2) **Contractor Commission.** For each item of Property sold at auction, Owner will pay to Contractor a fee equal to 5% of the Winning Bid. In addition, Contractor will separately charge Buyer a 15% buyer's premium paid directly to Contractor by Buyer (the "Buyer's Premium").

c. Titanium Service. Owner will pay Contractor a "Contractor Commission", "Tow Fees", and "Storage Fees" as described below

(1) **Contractor Commission.** For each item of Property sold at auction, Owner will pay to Contractor a fee equal to 12.5% of the Winning Bid.

(2) **Tow Fees.** For vehicles that can be hauled on a standard vehicle transporter, such as automobiles and light trucks, tow services are provided for free within thirty nautical miles of any Yard. A \$10 tow fee applies for every additional 10 nautical miles, or portion thereof, over the first 30 free nautical miles. For over-sized vehicle tows (e.g., cranes, buses, backhoes, etc.) Contractor will seek competitive bids from several haulers and Owner may choose which company to use. In addition, fees for acquiring titles on behalf of Owner, if any, will be borne entirely by Owner.

(3) **Buyer Fees.** Subcontractor will charge fees to Buyers for additional services, such as lot access, vehicle loading assistance, shipping and transportation, and other services.

(4) **Storage Fees.** For Owner vehicles sold at auction, daily storage fees ("Owner Storage Fees") equal \$5.00 per vehicle per day. For Release Vehicles, daily storage fees ("Citizen Storage Fees") equal \$10.00 per vehicle per day. Owner has the right to charge citizens higher storage fees for Release Vehicles and Contractor will collect such fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments").

(5) **Net Proceeds.** "Owner's Net Proceeds" shall mean the amount of the Winning Bid plus Citizen Payments (if any) paid to Owner after deduction and payment of Contractor Commission, Tow Fees (if any), Owner Storage Fees, Citizen Storage Fees, and any other fees for ancillary services requested by Owner, such as title fees, decal removal, etc.

d. Platinum Service. Owner will pay Contractor a "Contractor Commission" and "Tow Fees" as described below. Note: There are no storage fees for Platinum accounts.

(1) **Contractor Commission.** Same as 5c(1). (2)

Tow Fees. Same as 5c(2).

(3) **Buyer Fees.** Same as 5c(3). (4) **Net Proceeds.** Same as 5c(5)

6. Payment Terms. Once a month, Contractor will remit to Owner the Owner's Net Proceeds arising from completed sales and Services rendered during the prior month. Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, Contractor will make available to Owner, online, a report setting forth the following information for the immediately preceding month:

a. Completed sales during the prior month, including the total amount of related Proceeds collected, Citizen Remittances (if any), Contractor Commissions, the Owner and Contractor share of Processing Costs, Tow Fees (if any), Owner and Citizen Storage fees (if any), any applicable Title Fees and/or Fuel Surcharges, and Owner's Net Proceeds;

b. Other dispositions of Property during the month; and

c. The Property, if any, inventoried by Contractor at end of month.

7. Contractor Obligations. With respect to Contractor's delivery of Services:

a. Contractor will exercise due care in the handling and storage of Property;

b. Contractor shall keep Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;

c. Contractor shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner;

d. Contractor shall obtain and maintain insurance in an amount (determined by Contractor) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. Contractor shall give Owner a certificate or a copy of each of the above upon Owner's request.

e. Contractor agrees, in order to help Owner comply with local public notification statutes, if any, as well as to help Owner achieve higher Winning Bids, to allow Owner to place one or more clickable links (the "Links") from one or more Owner websites to www.PropertyRoom.com or other websites Contractor uses for sale of Owner items. Contractor agrees to supply technical requirements for Links to Owner.

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

8. **Owner Obligations.** While this Agreement is not exclusive and has no minimum requirements, Owner will use reasonable efforts to provide Contractor such Property as becomes available for sale. Owner will complete paperwork reasonably necessary to convey custodial possession of Property items to Contractor, including a written manifest or list that describes the items of Property in sufficient detail for identification.

Owner agrees it will not knowingly provide Property that is illegal or hazardous or infringes the intellectual property rights of any third party ("Prohibited Property"), including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In the event Contractor determines in good faith that any Property consists of Prohibited Property, Contractor shall have the right to immediately suspend or cancel (even if completed) any auction or disposal of such Property and may refuse to sell, offer to sell or otherwise dispose of such Property. To the extent requested by Contractor, Owner will provide reasonable assistance in determining whether such Property in fact consists of Prohibited Property.

In the event any Buyer asserts a claim that any Property consists of Prohibited Property and Contractor determines in good faith that such claim is reasonably likely to be determined to be correct, Contractor may, in its discretion, accept the return of such Property and refund the Sales Price for such Property to Buyer, in which event Contractor may then destroy such Property or return such Property to Owner and such refunded Sales Price shall be deducted from future remittances of Owner's Net Proceeds made by Contractor.

9. **Restrictions on Bidding.** Contractor and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on Contractor websites.

10. **Representations and Warranties of Owner.** Owner hereby represents warrants and covenants as follows (the "Conditions Precedent"):

- a. Property delivered to Contractor is available for sale to the general public without any restrictions or conditions whatever and does not consist of Prohibited Property; and
- b. Owner has taken necessary actions for Owner to auction the Property or to transfer title to the Property to Buyers.

11. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during normal business hours.

12. **Assignment.** The Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of the Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under the Agreement. No delegation by Contractor of any of its duties hereunder will be deemed an assignment of the Agreement, nor will any changes in control or any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of the Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.

13. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

14. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

15. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law

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

or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.

16. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

17. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either party that could imply or establish any joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever Contractor is given discretion in the Agreement, Contractor may exercise that discretion solely in any manner Contractor deems appropriate. Contractor shall not be liable to Owner for any Losses incurred by reason of any act or omission performed or omitted by Contractor in good faith on behalf of the Owner and in a manner reasonably believed to be within the scope of authority conferred on Contractor by the Agreement, except that Contractor shall be liable for any such Losses incurred by reason of Contractor's fraud, gross negligence or willful misconduct.

18. **Force Majeure.** Neither party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a party's control. Each party will notify the other party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, including all of the terms and conditions set forth above as well as the data sheet attachments for the four Contractor service offerings and any addendum prepared by the Owner (indicate inclusion of Owner Addendum by checking here: _____) comprises the entire Agreement between the Parties. This Agreement cannot be modified except in writing by the duly authorized representatives of both parties.

OWNER	CONTRACTOR Signor
Name: <u>Paul Buccellato</u>	_____
Signor Title: <u>Mayor, Borough of Matawan</u>	_____
Signature: _____	_____
Date: _____	_____

Mayor Buccellato read by title Resolution 13-05-31: Authorizing the Borough of Matawan to Enter Into an Agreement with Gagliano & Company for Redevelopment Appraisal Services. 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 13-05-31
*AUTHORIZING THE BOROUGH OF MATAWAN
 TO ENTER INTO AN AGREEMENT WITH GAGLIANO & COMPANY FOR REDEVELOPMENT APPRAISAL
 SERVICES*

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

WHEREAS, the Borough of Matawan wishes to obtain the services of a consultant for appraisal and consulting services with respect to the Matawan Train Station Redevelopment; and

WHEREAS, Gagliano & Company, a real estate advisory service company, has submitted a proposal to assist the Borough of Matawan in its vision of redeveloping the area of the Matawan Train Station; and

WHEREAS, Gagliano & Company services will be used by the Borough on an as-needed basis.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes the Borough to enter into an Agreement with Gagliano & Company, 1129 Broad Street, Suite 104, Shrewsbury, New Jersey 07702 as consultant for appraisal and consulting services with respect to the Matawan Train Station Redevelopment in an amount not to exceed Five Thousand Dollars and No Cents (\$5,000.00).

BE IT FURTHER RESOLVED the Council hereby authorizes the Mayor to execute the Agreement 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 T-13-56-850-811 Budget of the Borough of Matawan to Gagliano & Company for the Borough of Matawan in an amount not to Five Thousand Dollars and No Cents (\$5,000.00).

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: May 21, 2013

Mayor Buccellato read by title Resolution 13-05-32: Resolution in Support of the 1772 Foundation Grant Application Submitted by the Matawan Historical Society. 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.

Councilwoman Clifton thanked the Council.

**RESOLUTION 13-05-32
RESOLUTION IN SUPPORT OF THE
1772 FOUNDATION GRANT APPLICATION
SUBMITTED BY THE MATAWAN HISTORICAL SOCIETY**

WHEREAS, the Matawan Historical Society submitted a grant application to the 1772 Foundation for funding the preparation of a long-term Historic Preservation Plan for the Burrowes Mansion and Museum; and

WHEREAS, the Borough of Matawan owns the Burrowes Mansion and Museum and is a partner in its maintenance and operation through the Matawan Historic Sites Commission,

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

1. That the Borough recognizes the need for and the value of a long-term preservation plan for the Burrowes Mansion and Museum; and

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

2. *That the Borough supports the application submitted to the 1772 Foundation by the Matawan Historical Society and is committed to working with the Society as a partner in developing the Historic Preservation Plan; and*
3. *That the Borough is committed to an ongoing contribution toward to the maintenance and preservation of the Mansion and property and recognizes its value as an integral part of the Matawan Historic District and the heritage of the Borough.*

Mayor Buccellato read by title Resolution 13-05-33: Emergency Temporary Appropriation. Mayor Buccellato requested a motion. Councilman Fitzsimmons 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 13-05-33
EMERGENCY TEMPORARY APPROPRIATION**

WHEREAS, emergent conditions have arisen with respect to the payment of bills in a number of accounts and no adequate provision has been made in a 2013 temporary budget for the aforesaid purposes; and

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

WHEREAS, the total emergency temporary resolutions adopted in the year 2013 pursuant to the provisions of Chapter 96, PL 1951 (NJSA 40A:4-20) including this resolution total \$3,623,953.64.

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

1. *An emergency temporary appropriation be and the same is hereby made for the purposes stipulated in the attached list.*
2. *That said emergency temporary appropriations will be provided for in the 2013 budget under the appropriate titles.*
3. *That one certified copy of this resolution be filed with the Director of Local Government Services.*

BE IT FURTHER RESOLVED, that the amount required by Statue for the payment of 2013 County, and Local School District Taxes, which are not included in this temporary budget, shall be paid as and when due.

2013 Temporary Budget-05/21/13

	Salary & Wages	Other Expenses
MAYOR & COUNCIL	5,000.00	
MUNI CLERK	6,000.00	
GENERAL ADMIN AUDIT	5,000.00	5,000.00
FINANCE ADMIN	7,000.00	
TAX ASSES ADMIN	2,500.00	
TAX COLLECTOR LEGAL SERVICES ENGINEERING	2,000.00	

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

BLDG & GROUNDS	7,000.00	5,000.00	
PLAN/ZONING BD	1,600.00	500.00	
SHADE TREE COMM	100.00		
ENVIRON HEALTH			
SOLID WASTE COLL			
INSURANCE-GROUP HEALTH			
INSURANCE-LIABILITY			
INSURANCE-WORKERS COMP			
FIRE			
FIRE-AID TO DEPARTMENT			
FIRE PREVENTION	6,000.00		
POLICE	200,000.00		
STREETS & ROADS	10,000.00	5,000.00	
STREET LIGHTING			
BD OF HEALTH		500.00	
RECREATION	1,250.00	5,000.00	
HISTORICAL SITES			
VOL 1ST AID SQUAD			
OEM			
PROP MAINT	1,300.00		
RR PARKING	17,000.00	1,500.00	
DOWNTOWN REDEV			
UTILITIES			
VEHICLE MAINT	2,000.00	2,000.00	
CONSTR OFFICIAL	14,000.00	2,000.00	
ACCUM SICK LEAVE			
OASI/SOCIAL SECURITY			6,000.00
PERS			
PFRS			
CONTINGENT			
MUNICIPAL COURT			
FREE PUBLIC LIBRARY			
EMERGENCY 911			
GREEN TRUST LOAN			
INTEREST ON BONDS		115,000.00	
INTEREST ON NOTES			
PAYMENT OF BANS			
MCIA LEASE INTEREST			
SUBTOTAL			
TOTAL TEMPORARY EMERGENCY APPROPRIATIONS		288,250.00	147,000.00
WATER SEWER UTILITY		435,250.00	5,025,566.89

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

OPERATING	60,000.00	
<i>BULK WATER PURCHASE/ACQUISITION OF WATER</i>		
<i>BAYSHORE REGIONAL SEWERAGE AUTHORITY</i>		
<i>PAYMENT ON BOND PRINCIPAL</i>		
<i>PERS</i>		
<i>CAPITAL OUTLAY</i>		
<i>BANS</i>		
INTEREST ON BONDS	87,000.00	
INTEREST ON NOTES		
WATER-SEWER REHAB LOAN		
WASTEWATER LOAN		
SOCIAL SECURITY		5,000.00
SUBTOTAL		
	60,000.00	92,000.00
TOTAL WATER SEWER UTILITY TEMPORARY EMERGENCY APPROPRIATIONS	152,000.00	2,324,305.96

Mayor Buccellato read by title Resolution 13-05-34: Payment of Bills. Mayor Buccellato requested a motion. Councilman Fitzsimmons 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 13-05-34
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>	\$297,822.60
<i>Water & Sewer</i>	\$38,509.40
<i>Borough Capital</i>	\$3,184.85
<i>Water Capital</i>	\$115,755.76
<i>Grant</i>	\$292.64
<i>Borough Trust</i>	\$23,053.23
<i>Developers Escrow Account</i>	\$4,226.50
Total	\$482,844.98

Mayor Buccellato read by title Resolution 13-05-35: Authorizing T&M Associates to Provide Professional Services Associated with the American with Disabilities Act (ADA) Improvements to the Matawan Municipal Community Center. Mayor Buccellato informed this Resolution will cover professional services for the second phase of ADA improvements to the exterior of the Matawan Municipal Community Center. The Disability Accessibility Committee met and has requested additional changes to the interior. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

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

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

Motion passed.

**RESOLUTION 13-05-35
AUTHORIZING T&M ASSOCIATES
TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE
AMERICAN WITH DISABILITIES ACT (ADA) IMPROVEMENTS TO THE MATAWAN MUNICIPAL
COMMUNITY CENTER**

WHEREAS, the Mayor and Council of the Borough of Matawan received an estimate from T&M Associates for professional services for professional engineering and construction observation services associated with the American with Disabilities Act (ADA) Improvements to the exterior of the Matawan Municipal Community Center.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan does hereby award the contract for professional services to T&M Associates for professional engineering and construction observation services associated with American with Disabilities Act (ADA) Improvements to the Matawan Municipal Community Center as outlined in T&M Associates attached Scope and Fee Estimate in an amount not to exceed Twenty Four Thousand Six Hundred Fifty Dollars and No Cents (\$24,650.00) with an additional Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) for soil erosion permits pending Certification As to Available Funding from the Chief Financial Officer.

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 T&M Associates.

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 T&M Associates for a Scope and Fee Estimate on behalf of the Borough of Matawan for Matawan Municipal Community Center ADA Improvements in an amount not to exceed Twenty Four Thousand Six Hundred Fifty Dollars and No Cents (\$24,650.00) with an additional Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) for soil erosion permits.

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: May 28, 2013

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

MATN-G1201

July 7, 2011
Revised August 7, 2012

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

**Re: Matawan Municipal Community Center ADA Improvements (CDBG)
Scope and Fee Estimate**

Dear Ms. Montfort:

T&M Associates is pleased to submit this Scope and Fee Estimate for Professional Services associated with the Americans with Disabilities Act (ADA) Improvements to the Borough's Community Center. We understand that Fiscal Year 2012 Community Development Block Grant (CDBG) funding, in the amount of approximately \$105,000, is available for the improvements and will be supplemented with Borough funds. The total probable construction cost for the project is estimated to be approximately \$145,000. The program will be set up as one construction contract to include the architectural design being performed by others

The following exterior improvements are anticipated as outlined in the CDBG grant application:

- Reconstruct six ADA parking spaces including access aisles;
- Reconstruct curb and sidewalk directly adjacent to the ADA parking spaces;
- Reconstruction of six barrier free curb ramps and landings;
- Re-orientation of cross walks that connect the curb ramps.
- Reconfigure existing electrical wiring to accommodate ADA door opener
- Specify replacement of ADA-compliant water fountain

It is our understanding that the Architect will provide ADA design within the buildings under a separate contract with the Borough.

In order to achieve the Borough's objectives, we propose the following scope of services.

A. PRE-DESIGN PHASE

1. Field surveys will be acquired by conventional "on the ground" methods in the areas of the site being improved and within ten feet of each improvement. The survey will include the items as denoted below.
 - a. A baseline will be set as an open traverse line with assumed coordinates to locate the items listed below.
 - b. Topographic features will be located in the areas noted above, including trees, shrubs, signs, fences, mailboxes, roof drains, visible utilities and drainage systems.
 - c. Using an assumed datum, benchmarks will be set for vertical control during construction.

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

MATN-G1101

July 7, 2011
Revised August 6, 2012
Page 2 of 4

Le: Jean Montfort, RMC, Borough Clerk

Re: Matawan Municipal Community Center ADA Improvements (CDBG)
Scope and Fee Estimate

- d. Visible utilities will be located and utility pole numbers recorded.
 - e. Spot elevations will be acquired to represent existing conditions of the ADA facilities.
2. Base maps will be prepared to depict the information gathered during field survey.

B. DESIGN PHASE

1. Once field surveys have been completed and base maps prepared, a preliminary design will be prepared and will include the following items:
 - a. Graphical horizontal geometry denoting parking and curb ramp locations.
 - b. Proposed typical section.
 - c. A preliminary construction cost estimate.
 - d. The preliminary plans will be reviewed with appropriate Borough officials prior to proceeding with final design.
2. Final construction plans will be prepared in AutoCAD and consist of the following:
 - a. Title sheet with key map;
 - b. Standard Legend and Typical Section Sheet;
 - c. Construction and Layout Plan Sheets;
 - d. Existing Conditions and Grading Plan Sheets, if required by the engineer;
 - e. Soil Erosion and Sediment Control Plans;
 - f. Maintenance and Protection of Traffic Plan; and
 - g. Construction Details Sheets.
 - h. Architectural Plans (provided by the Architect).
3. Quantities will be estimated by item, and a final construction cost estimate will be provided.
4. Specifications will be prepared in book form, in T&M Associates' format, based on the 2007 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction. We will also incorporate the architect's specifications.
5. An application for soil erosion and sediment control certification will be prepared and submitted by T&M Associates to the Soil Conservation District on behalf of the Borough, if necessary.
6. The application fees are not included as part of this estimate and will be the responsibility of the Borough. T&M will inform the Borough of the required fees approximately two weeks prior to the anticipated application filing dates.

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

MATN-G1101

July 7, 2011
Revised August 6, 2012
Page 3 of 4

Le: Jean Montfort, RMC, Borough Clerk

Re: Matawan Municipal Community Center ADA Improvements (CDBG)
Scope and Fee Estimate

7. We will submit final plans and specifications to the Borough and to CDBG for final review prior to the preparation of bid documents.

C. BIDDING PHASE

1. Upon completion of the plans and specifications, we will present the project to the Borough. T&M Associates will print and distribute the contract documents, including final plans and specifications, to prospective contractors. The cost of the printing will be offset by the purchase price of the plans and specifications.
2. T&M Associates will answer questions that arise during the bidding phase of the project, either from Borough officials or prospective bidders.
3. We will attend the receipt of bids with the appropriate municipal officials.
4. T&M Associates' representatives will assist Borough officials with the bid review process including an evaluation of the contractors' bid submissions. As part of this effort, T&M Associates will prepare a bid tabulation sheet comparing the various bids received, review the credentials of the low bidder, and prepare a recommendation for award.
5. We will submit the bid results to CDBG requesting their approval to award a construction contract.

**D. CONSTRUCTION PHASE –
CONTRACT ADMINISTRATION AND CONSTRUCTION OBSERVATION**

We will provide a part time project manager and a part-time inspector to observe construction and administer the Borough's contract with the contractor and coordinate with the Borough and Contractor. The following is a description of the services we will provide and the anticipated performance period for these services.

The specific scope of services includes the following:

1. Conduct a pre-construction meeting among the project participants, including the contractor, Borough officials and utility representatives, if necessary, and produce minutes of this meeting. Coordinate and review initial project submittals, including contract package, performance bond, insurance certificate, emergency contact lists, etc. Prepare for contractor mobilization. Pre-construction phase assumed to span one month.
2. We have estimated seven (7) days of on-site construction to reach substantial completion. Once in the morning and once in the afternoon, for a daily total of two (2) hours, our inspector will observe the work and discuss with the contractor's superintendent any issues found. If the contractor is not on site in the afternoon, our inspector will follow up the following morning. We anticipate an additional two weeks at the completion of the construction effort wherein closeout punchlist work will be accomplished. Once the contractor reports that all punchlist items are completed, we will conduct a punchlist inspection and one follow up inspection, if needed. We assumed four (4) hours of punchlist

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

MATN-G1101

July 7, 2011
Revised August 6, 2012
Page 4 of 4

Le: Jean Montfort, RMC, Borough Clerk

Re: Matawan Municipal Community Center ADA Improvements (CDBG)
Scope and Fee Estimate

preparation and follow up inspection. Should the on-site inspection effort extend beyond seven (7) days and/or the punchlist preparation and final inspection become extended, we will request additional compensation before proceeding further.

3. For each day on-site the inspector will prepare a job report indicating weather, equipment, personnel and work observed on the project. Reports will be furnished to the Borough upon request.
4. We assume one report will be prepared and provided to CDBG.
5. Review one Contractor estimate of work performed (First and Final). Prepare one payment certification. Prepare one Change Order (First and Final) and make recommendation to the Borough for acceptance and payment.
6. Perform final inspection. Prepare corrective action list and package closeout documents (maintenance bond, certificate of labor compliance, CDBG docs).

We are prepared to proceed upon your authorization, and suggest a fee of \$24,650 to be billed monthly utilizing our current billing rate schedule. In addition, we suggest that \$2,500 be budgeted for the soil erosion and sediment control application fee.

On behalf of T&M Associates, I would like to thank you and the Governing Body for the opportunity to submit this scope of services and fee estimate. We look forward to our continued successful work with you and members of your staff.

Very truly yours,

T&M ASSOCIATES

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

RRK:JF:dk

cc: Paul Buccellato, Mayor

bcc: RFM, RRK, DJM, SJS

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Privilege of the Floor

Mayor Buccellato opened the Privilege of the Floor.

Rosemary Conte, 4 Eisenhower Court, Matawan. Ms. Conte requested clarification on the building of a senior center. Mayor Buccellato informed that is in Aberdeen. She asked if there were any others in the Borough. The Deputy Clerk suggested she contact the Clerk's office for a listing of Senior Clubs in the area.

Mayor Buccellato closed the Privilege of the Floor.

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

Recess

Mayor Buccellato requested a motion to recess into Executive Session. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Council agreed. Motion passed.

Meeting recessed at 7:30 PM.

Adjournment

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

Meeting adjourned at 8:06 PM.

Karen Wynne, RMC
Deputy Clerk