

**Borough of Matawan
Workshop Session
September 6, 2022**

A regular meeting of the Council of the Borough of Matawan, New Jersey, was held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey on September 6, 2022, with Mayor Joseph Altomonte presiding. Pursuant to Section 5 of the Open Public Meetings Act, adequate notice of this meeting has been provided by publishing notification in the *Asbury Park Press* on January 8, 2022, by sending notice to *The Independent*, and by posting. A copy of said notice is and has been made available to the public and is on file in the Office of the Borough Clerk. A copy of said notice has also been sent to such members of the public as have requested such information in accordance with the Statute. Mayor Altomonte called the meeting to order at 7:03 PM requesting a roll call.

On roll call the following members responded present:

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

Absent: Councilman Brett Cannon

Also present were Scott Carew, Borough Administrator, and Pasquale Menna, Esq., Borough Attorney.

Mayor Altomonte asked everyone to stand for a Salute to the Flag.

Mayor Altomonte asked everyone to stand for a Moment of Silence.

Public Hearing for Monmouth County Open Space Program
Clinton Street Park Improvements Project

Mayor Altomonte requested a motion to open the Public Hearing. Councilwoman Deana Gunn made the motion, seconded by Councilwoman Stephanie Buckel. Council agreed. Motion passed.

Mayor Altomonte introduced Robert R. Keady, Jr. of T&M Associates, the Borough Engineer. Mr. Keady explained the Public Hearing is being held for the Borough's submission of an Application for a Monmouth County Open Space Grant Program, prepared by the T&M Associates, for the Clinton Street Park Improvements Project.

The proposed Project is for a formal Clinton Street Park public parking lot located on Clinton Street across from the Park. This lot will provide parking for the Clinton Street Park as well as for the Monmouth County Henry Hudson Trail. A total of 9 parking spaces, including 1 ADA parking space. The lot will have a one-way traffic pattern, entering from Clinton Street exiting onto Atlantic Street. Mr. Keady stated proposed Improvements also include fencing, sidewalks, cross walk(s) and an ADA curb ramp. The estimated total project amount is \$193,264.50 half of which is the requested funding by the Monmouth County Open Space Grant Program with the balance by the municipality.

Councilwoman Deana Gunn stated the parking improvements are long overdue and will allow greater public access. Discussion included appropriate signage to ensure there will be no overnight parking in the lot, the creation of a Borough "emblem" on all Borough Park signage, and consistency of Borough regulations governing all Borough Parks, public structures, historical site(s), pertaining to hours, lighting, etc.

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Mayor Altomonte asked for clarification on the number of streetlights and if cameras were included in the proposal. Mr. Keady replied, there are three streetlights but no cameras. Councilwoman Stephanie Buckel remarked it is such an underused space and the addition of parking will allow more Park access. Mr. Keady agreed relating the area narrow streets do not allow for sufficient parking and traffic flow.

Mayor Altomonte opened the Public Hearing for the Monmouth County Open Space Program Clinton Street Park Improvements Project for public comment.

There were no comments.

Mayor Altomonte requested a motion to close the Public Hearing. Councilwoman Deana Gunn made a motion, seconded by Councilwoman Stephanie Buckel. Council agreed. Motion passed.

Mayor Altomonte read by title Resolution 22-09-01: Authorizing Application for Monmouth County Open Space Grant Funding – Clinton Street Park Improvements Project, requesting a motion. Councilwoman Deana Gunn made the motion, seconded by Councilwoman Stephanie Buckel. Mayor Altomonte requested a roll call. A roll call vote was taken.

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

Motion passed.

**RESOLUTION 22-09-01
AUTHORIZING APPLICATION FOR MONMOUTH COUNTY OPEN SPACE GRANT FUNDING
CLINTON STREET PARK IMPROVEMENTS PROJECT**

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

WHEREAS, the Governing Body of the Borough of Matawan desires to obtain County Open Space Trust Funds in the amount of \$96,632.25 to fund the expansion and development of recreational facilities for our Clinton Street Park Improvements Project, located at Clinton Street and identified as Lots 12 and 14, Block 31, on the tax map of the Borough of Matawan; and

WHEREAS, the total cost of the project including all matching funds is \$193,264.50; and

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

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

1. Scott Carew, Borough Administrator of the Borough of Matawan, or his/her successor is authorized to (a) make an application to the County of Monmouth for Open Space Trust Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Open Space Grants Program and (c) act as the municipal contact person and correspondent of the above named municipality; and
2. The Borough of Matawan is committed to this project and will provide the balance of funding necessary to complete the project as described in the grant application in the form of non-county matching funds as required in the Policy and Procedures Manual for the Program; and
3. If the County of Monmouth determines that the application is complete and in conformance with the Monmouth County Municipal Open Space Program and the Policy and Procedures Manual for the Municipal Grants Program adopted thereto, the municipality is willing to use the approved Open Space Trust Funds in accordance with such policies and procedures, and applicable federal, state and local government rules, regulations and statutes thereto; and

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4. *Scott Carew, Borough Administrator of the Borough of Matawan, or his/her successor is hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Funds; and*
5. *This resolution shall take effect immediately.*

Workshop Item(s)

Borough of Matawan Temporary Signage

Mayor Altomonte opened the Workshop Item for Council discussion.

Council discussed the issue of the posting of temporary signage relating to public or general election displays and the removal of such signage with multiple timelines offered: 30, 45, 60, 90 and 120 days prior to the date of the public or general election, and five days after the event date. Comments included the timing of signage with the mailing of sample election ballots, mail-in ballots, signage placement on private vs public property, and possible fines for signs not removed in a timely manner. Council agreed to consider an Ordinance(s) be placed on a near future Agenda to address the matter.

Mayor Altomonte requested a motion to close the Workshop Item discussion. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

Privilege of the Floor for Agenda Items Only

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

There were no comments.

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

Approval of Minutes

Mayor Altomonte requested a motion to approve the minutes of the July 21, 2022, Council Meeting. Councilwoman Gunn made a motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

Mayor Altomonte requested a motion to approve the minutes of the August 4, 2022, Council Meeting. Councilwoman Gunn made a motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

Mayor Altomonte requested a motion to approve the minutes of the August 16, 2022, Council Meeting. Councilwoman Gunn made a motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

Consent Agenda

Mayor Altomonte read by title Resolutions 22-09-02-through 22-09-10, requesting a motion to approve en masse. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 22-09-02
ALLOWING VETERAN EXEMPTION
NICHOLAS SAMUELS
324 SLOAN COURT – BLOCK 120, LOT 5.01 – C324**

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WHEREAS, the following property has been granted a Veteran exemption during the 2022 tax year; and

WHEREAS, as long as said property qualifies for said exemption his/her property shall bear no tax.

NOW, THEREFORE, BE IT RESOLVED that the Borough Tax Collector grant an exemption to the following:

<i>Block/Lot</i>	<i>Vendor</i>	<i>Notation</i>
120/5.01 C324	Nicholas Samuels	Veteran Exemption

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

**RESOLUTION 22-09-03
AUTHORIZING REFUND OF WATER/SEWER OVERPAYMENT
141 RAVINE DRIVE – BLOCK 67, LOT 11.02**

WHEREAS, the following property overpaid water/sewer charges as a result of the reason(s) outlined below; and

WHEREAS, the following refund has been verified as accurate by the Tax Collector.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that the Borough Tax Collector refund according to the following:

<i>Block/Lot</i>	<i>Vendor</i>	<i>Amount of Refund</i>	<i>Notation</i>
67/11.02	Unique Building Ideas Corp 20 Van Tines Lane Old Bridge, NJ 08857	\$198.95	Billing Error

Account #907104-0

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

**RESOLUTION 22-09-04
AUTHORIZING CANCELLATION OF THE BOROUGH OF MATAWAN
BUILDING INSPECTOR'S ACCOUNT**

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

WHEREAS, with this Shared Services Agreement, the Borough of Matawan Building Inspector's Account is no longer necessary or required, and it is an acceptable financial accounting practice to close inactive bank accounts; and

WHEREAS, it is the recommendation of the Chief Financial Officer and Treasurer to cancel and close-out the Building Inspector's Account with the Borough's authorized financial institutions and official depository Investor's Bank Account # 0489903462.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby accepts the recommendation of the Chief Financial Officer and Treasurer and authorizes the Chief Financial Officer and Treasurer to take any and all steps necessary to officially cancel and close-out the Borough of Matawan Building Inspector's account, currently with a Zero Balance, (\$0.00) with the Borough's authorized financial institutions and official depository, Investors Bank Account #0489903462.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance as well as the Borough Auditor and Investor's Bank.

**RESOLUTION 22-09-05
AUTHORIZING THE RELEASE OF ESCROW FUNDS IN ASSOCIATION WITH AN APPLICATION FOR
IN-GROUND SWIMMING POOL
45 POET DRIVE – BLOCK 123, LOT 56**

WHEREAS, Dennis Felici posted escrow in association with an application for an in-ground swimming pool located at Block 123, Lot 56, otherwise known as 45 Poet Drive, Matawan, New Jersey; and

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

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby approves the release of any remaining escrow to Dennis Felici.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Construction, Finance, as well as the Borough Engineer and the Estate of Dennis Felici.

**RESOLUTION 22-09-06
GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT
2021**

WHEREAS, NJSA 40A:5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2021 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to NJSA 40A:5-6, and a copy has been received by each member of the Governing Body; and

WHEREAS, RS 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated NJAC 5:30-6.5, a regulation requiring that the Governing Body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the Governing Body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations," as evidenced by the group affidavit form of the Governing Body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five (45) days after the receipt of the annual audit, pursuant to NJAC 5:30-6.5; and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local Governing Body to the penalty provisions of RS 52:27BB-52, to wit:

RS 52:27BB-52: A local officer or member of a local Governing Body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Matawan, hereby states that it has complied with NJAC 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON September 6, 2022.

Karen Wynne

Karen Wynne, RMC
Municipal Clerk

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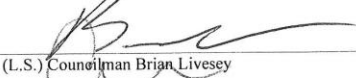
**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTOCOPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

We, members of the Governing Body of the Borough of Matawan, in the County of Matawan, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Mayor and Council, of the Borough of Matawan, in the County of Monmouth;
2. In the performance of our duties, and pursuant to NJAC 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to NJSA 40A:5-6 for the year 2021;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

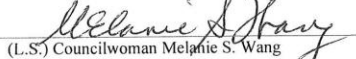

(L.S.) Councilwoman Stephanie Buckel


(L.S.) Councilman Brian Livesey

Absent
(L.S.) Councilman Brett Cannon

(L.S.) Councilman Charles Ross


(L.S.) Councilwoman Deanna Gunn


(L.S.) Councilwoman Melanie S. Wang

CERTIFICATION OF RESOLUTION

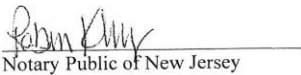
I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on September 6, 2022.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 6th day of September, 2022.


Karen Wynne, RMC
Municipal Clerk

Sworn to and subscribed before me this
6th Day of September, 2022

ROBIN KLINGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/24/2025


Notary Public of New Jersey

The Municipal Clerk shall set forth the reason for the absence of signature of any member(s) of the Governing Body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, PO Box 803, Trenton, New Jersey 08625.

**RESOLUTION 22-09-07
AUTHORIZING THE WAIVER OF HEALTH DEPARTMENT FEES
MATAWAN DAY FOOD VENDORS**

WHEREAS, Matawan Day has been celebrated for many years in the Borough of Matawan; and,

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WHEREAS, Matawan-Aberdeen Chamber of Commerce in association the Economic Development, Business & Redevelopment Commission of the Borough of Matawan is sponsoring this year's Matawan Day; and

WHEREAS, the Matawan-Aberdeen Chamber of Commerce and the Economic Development, Business & Redevelopment Commission of the Borough of Matawan have requested the Council of the Borough of Matawan, as an expression of support and encouragement, waive the \$50.00 Health Department fee for the Matawan Day food vendors meeting the following criteria:

- Restaurants and businesses who have a permanent location in Matawan.
- All businesses only providing samples (not selling anything for consumption).
- All businesses only providing consumable products as packaged goods meant to be consumed away from the event.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan do hereby waive the \$50.00 Health Department fee for the Matawan Day food vendors.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Fire Prevention, Economic Development, Business & Redevelopment Commission as well as the Monmouth County Board of Health, and the Matawan-Aberdeen Chamber of Commerce.

**RESOLUTION 22-09-08
RESOLUTION GRANTING RENEWAL OF ABC INACTIVE PLENARY RETAIL DISTRIBUTION
LIQUOR LICENSE APPLICATION**

**ABC SPECIAL RULING PURSUANT TO NJSA 33:1-12.39 FOR THE
2022-2023 LICENSE TERM**

**VINCENT WILT
LICENSE #1329-44-008-007**

WHEREAS, an application has been filed for the renewal of ABC Inactive Plenary Retail Distribution Liquor License #1329-44-008-007 by Vincent Wilt; and

WHEREAS, the submitted application is complete in all respects, the required fees have been paid, and receipt of a Special Ruling dated August 3, 2022, Docket No. 06-22-556, Job No. 525605, from the Division of Alcoholic Beverage Control for a one (1) year term of 2022-2023 stating that good cause exists for consideration of renewal application.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, County of Monmouth, State of New Jersey does hereby grant, effective this date, the renewal of the aforesaid Inactive Plenary Retail Distribution License for the 2022-2023 License Term, July 1, 2022 to midnight, June 30, 2023.

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

**RESOLUTION 22-09-09
FAIR AND OPEN REQUEST FOR QUALIFICATION FOR PROFESSIONAL SERVICES AND TO
DIRECT THE CLERK TO ADVERTISE FOR 2023 REQUESTS FOR QUALIFICATIONS UNDER THE
FAIR AND OPEN PROCESS**

WHEREAS, the Borough of Matawan has elected to undertake the appointment of professionals pursuant to the State authorized Fair and Open Process promulgated by the State of New Jersey for professional services for various professionals for the Borough of Matawan; and,

WHEREAS, the statutory enactment of the Fair and Open Process is guided by the rules and regulations adopted by the State under NJSA 19:44A-20.4, et seq; and,

WHEREAS, the Governing Body has determined that all professional appointments and candidates who answer and Requests for Qualification for appointments will not include any remuneration as employees of the Borough of Matawan, but all professionals shall be subcontractors of the Borough of Matawan, and that the municipality and will not provide any pension contribution to any of its professionals as part of remuneration; and,

WHEREAS, it is the sense of the Governing Body that professional appointments are confidential appointments of the Governing Body; and therefore, it is the desire of the Council to solicit more candidates for

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various positions of professional appointments, so that the Council can make a determination submitted under the Requests for Proposals that will be proffered to the Fair and Open Process.

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

1. *The Clerk is authorized and empowered to advertise for Requests for Qualifications, pursuant to the Fair and Open.*

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

**RESOLUTION 22-09-10
AUTHORIZING NJ TAX LIEN INVESTORS/REALAUCTION.COM AS
ELECTRONIC TAX SALE VENDOR**

***WHEREAS**, NJSA 54:5-19.1 et seq. authorizes municipalities to conduct an electronic tax sale pursuant to rules and regulations promulgated by the Director of the Division of Government Services; and*

***WHEREAS**, the rules and regulations promulgated require a municipality to authorize said electronic tax sale by Resolution of the Governing Body; and*

***WHEREAS**, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/RealAuction.com to conduct electronic tax sales in the State of New Jersey; and*

***WHEREAS**, NJ Tax Lien Investors/RealAuction.com has submitted a bid which is on file with the Borough of Matawan Tax Collector's Office; and*

***WHEREAS**, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process; and*

***WHEREAS**, the Borough of Matawan wishes to conduct an electronic tax sale.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, New Jersey, that the Tax Collector is hereby authorized to conduct an electronic tax sale.*

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

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**AGREEMENT FOR
ELECTRONIC TAX LIEN CERTIFICATE SALE SERVICES**

This agreement ("Agreement") entered into as of 9/6, 2022 (the "Effective Date"), between the Borough of Matawan, Monmouth County, a municipal subdivision of the State of New Jersey ("Municipality"), and RealAuction.com LLC ("Contractor"), a Florida limited liability company, located at 861 SW 78th Avenue, Suite 102, Plantation, Florida 33324 licensed to do business in the State of New Jersey, for Internet-based electronic processing of bid information related to the auction sale of Municipality's tax lien certificates ("Tax Certificates").

WHEREAS, the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the "DCA") pursuant to N.J.S.A. 54-5-19.1(c) adopted regulations N.J.A.C. 5:33-1.1 (the "New Regulations") governing electronic sales of Tax Certificates, effective as of January 2, 2018, and New Regulations have been further clarified by Local Finance Notice 2018-08, dated February 16, 2018 (the "LFN", together with the New Regulations, as either may be amended in the future, the "Electronic Sale Regulations"); and

WHEREAS, the Services (as defined below) to be performed for Municipality under this Agreement shall be performed by Contractor, with ROK Industries, Inc. d/b/a NJtaxlieninvestor.com ("ROK") serving as its administrative agent for purposes of invoicing, collecting payment and other ancillary services in furtherance of such Services, all in accordance with the Electronic Sales Regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinabove and hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement; Cancellation; Termination Upon Default.

A. The term of this Agreement shall be one year from the above date. Either party may cancel this Agreement at any time, with or without cause, with thirty (30) days advance written notice to the other party. If Municipality cancels the Agreement within thirty (30) days of a scheduled auction, Municipality will pay Contractor its reasonable expenses for Services performed to date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet auction services as more particularly provided for in this Agreement (the "Services") for Tax Certificates for the Municipality. If the Services under this Agreement have been awarded to the Contractor pursuant to a Request for Proposal ("RFP") or Request for Quotation ("RFQ") issued by the Municipality, the parties agree that the terms and conditions of the RFP or RFQ (as applicable) and Contractor's RFP or RFQ response (as applicable) accepted by Municipality (collectively, the "Final RFP/RFQ"), are hereby incorporated as if fully set forth herein and are expressly included in the defined term "Services." The Electronic Sales Regulations are also hereby incorporated by reference as if fully set forth herein, and all Services shall be provided in accordance with the Electronic Sales Regulations. In the event of a conflict among the New Regulations, LFN, the Final RFP/RFQ or this Agreement, the terms and conditions of the New Regulations shall prevail, followed by the LFN, the Final RFP/RFQ and then this Agreement. For avoidance of doubt, Contractor shall not be required to comply with any terms and conditions in the Final RFP/RFQ that is expressly prohibited by the Electronic Sales Regulations.

B. The Contractor shall provide a host server (the "Server") for the Web Site. As used herein, the term "Web Site" shall mean an Internet web site that Contractor will make available to Municipality under this

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Agreement. The Web Site will utilize proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Municipality. The Municipality acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use commercially reasonable efforts to make the Web Site available during all regular business hours (8:30 a.m. to 5:30 p.m. EST) and shall not schedule planned maintenance downtime to occur during these regular business hours.

C. During each auction sale, the Contractor shall provide auction administrators ("**Auction Administrator(s)**") and technical support necessary to facilitate the Municipality's conduct of online auction sales of Tax Certificates.

D. Contractor will assist Municipality with the following:

- i. Auction set-up. Municipality is responsible to establish the auction start date, end date and batch size and other terms and business rules for the auction's administration and execution, including but not limited to management or retrieval of user registration information and auction results. Contractor shall, upon Municipality's request, consult concerning optimal terms and business rules or amending same to achieve Municipality's goals. Contractor shall set-up the Web Site to reflect Municipality's approved terms and business rules and conduct the auction in conformance therewith.
- ii. Granting and denying users and Municipality's employees various degrees of access privileges to the Web Site. Before any Municipality representative is given privileges to access the Web Site and its information, Municipality must provide Contractor with written authorization directing Contractor to give such employees such authority. Municipality is responsible for notifying Contractor in writing of the revocation of such authority due to the death, retirement, resignation, termination or reassignment of any Municipality employee.
- iii. Monitoring network performance while auction sales are in progress.
- iv. Providing reasonable technical support to resolve questions related to hardware, software or network problems encountered by the Municipality or third party users (i.e., participants in auctions, "**Bidders**").
- v. Providing telephone, web-based and on-site training sessions for Municipality personnel designated by the Municipality as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during regular business hours for the handling of Bidder and Municipality questions relating to the general operation of the Web Site. On-site support may also be provided at the Municipality's request. Such on-site support shall be reasonable and at times mutually agreed upon by Municipality and Contractor.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, to which Bidders will be required to consent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of five (5) years from the date of each auction.

G. Contractor shall permit an independent auditor to review and examine, during normal business hours, Contractor's internal controls and procedures, provided that such audit shall not occur more than one time in any given calendar year and the costs of such audit will be borne by Municipality.

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H. Contractor and ROK, and their respective owners, equity holders, and employees shall not participate as bidders in the sale or purchase of any Tax Certificates of Municipality conducted under this Agreement or that of any other municipality in the State of New Jersey conducted by them.

I. Contractor shall ensure that the Web Site is capable of providing the following functions:

- i. Accepting, processing and displaying bid information and other data related to auctions of Tax Certificates.
- ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Web Site.
- iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale free of charge.
- iv. Providing users with the means to bid and to withdraw bids on Tax Certificates prior to the conclusion of the tax sale.
- v. A proxy bidding system, whereby a user will submit the minimum rate and/or maximum premium that he/she would be willing to receive for the applicable Tax Certificate. The Contractor's software will act on the Bidder's behalf, submitting only the maximum rate (or minimum premium) necessary to win the bidding for any given Tax Certificate, but in no event less than the minimum rate (or maximum premium) specified by the bidder. When the auction is over, Bidder will see only the higher of the minimum rate (or maximum premium) submitted by each Bidder or their winning bid.
- vi. Allowing users to view auction sale results upon completion of the auction.
- vii. Allowing Contractor's Auction Administrators and Municipality's internal auction administrators (the "**Municipality Auctioneers**") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site. Bid amounts shall not be visible to the public or to the Municipality while the auction is in process.
- viii. Enabling the Municipality Auctioneers, or the Contractor Auction Administrator at Municipality's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular Bidder or Municipality user; and to limit or prohibit a user's access privileges to the site. Municipality will provide Contractor with the names of Municipality personnel who are permitted to access and/or authorize modifications. In the event Municipality directs Contractor to effect such modifications, Municipality will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

3. **Cooperation by Municipality.** Notwithstanding any other provision herein, the Municipality shall:

A. Notify Contractor in writing of the actual date for each tax certificate sale to be conducted on the Web Site at least 60 days prior to such date and provide Contractor with all information concerning the properties for which Tax Certificates are being offered at auction at least 45 days prior to the date of each auction.

B. Providing Contractor with the names, titles and contact information for all Municipality employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all Municipality employees who are responsible for processing Contractor's requests for payment and supporting documentation.

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C. The Web Site shall bear Municipality's name and such other trade dress (e.g., logos, introductory statement from the Municipality etc.) as reasonably directed by the Municipality. The Municipality acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. Municipality will cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the Tax Certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment, including reasonable access to any IT systems and databases (whether owned, licensed or leased from a third party). The information provided will include the initial data load and timely updates of any Tax Certificates that have been redeemed, purchased or transferred.

4. Payment for Services.

A. Municipality acknowledges that Contractor has appointed ROK to act as its administrative agent for payment and collection under this Agreement, and Contractor will be paid based upon invoices submitted to the Municipality by ROK after the completion of the auction sale in accordance with this Agreement.

B. In consideration of the Services set forth in this Agreement, Municipality shall pay (or cause to be paid) the following fees to Contractor c/o its administrative agent (ROK) in the manner described:

- i. \$15 per property listed on the initial list of properties provided by Municipality to Contractor.
- ii. Municipality will not be responsible for paying Contractor any other fees beyond those set forth above in clause (i) for a given auction sale, unless Municipality cancels this Agreement prior to the auction sale in which case Municipality will be responsible for paying Contractor its reasonable expenses for Services performed to date in accordance with the last sentence in Paragraph 1(A) above.

C. Following the conclusion of an auction sale, ROK shall provide Municipality with an invoice, which shall be paid within fifteen (15) days of receipt by the Municipality. Contractor and/or ROK will provide Municipality any other information that may be reasonably required by the Municipality.

D. All payments shall be made to:

ROK Industries, Inc.
(Administrative Agent for RealAuction.com LLC)
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

E. Contractor shall not be obligated to provide any Services hereunder in the event Municipality is more than sixty (60) days delinquent in paying any invoices, provided, however, that Contractor or ROK has advised the Municipality Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

F. Any payment due and payable under this Agreement made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate of sixteen percent (16%) per annum, compounded monthly, or at the maximum rate allowed by law if said maximum

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amount is less. The calculation of a daily rate shall be made based upon a year of three hundred and sixty (360) days and a month of thirty (30) days.

5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages; Indemnification.

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by Municipality and Bidders, and when accessed by properly functioning software and equipment of Bidders, will perform substantially as required in order to facilitate Municipality's online auction sales of Tax Certificates. Contractor will, at no charge to Municipality, make corrections to the Web Site so that the Web Site performs substantially as agreed by Municipality and Contractor prior to the auction sale, and will use commercially reasonable efforts to make such corrections available within 36 hours or receiving notice of same, provided that Municipality reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 36 hours, the Contractor will confer with Municipality to advise Municipality with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, municipality or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format selected by Municipality for any particular auction conducted on the Web Site. Contractor shall be responsible for any errors or omissions of its employees and agents in performing the Services hereunder. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to Municipality arising out of or related to this Agreement exceed the fees earned by Contractor under this Agreement during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding anything to the contrary contained herein, Contractor's liability to Municipality arising out of claims brought against Contractor under this Agreement will be no greater than \$100,000 in the aggregate.

C. Subject to the last sentence of Paragraph 5(B) above, Contractor shall indemnify and hold harmless the Municipality, its directors, officers, members, employees and agents, from and against any and all claims, losses, costs, damages and liabilities incurred in connection with any third party claims relating to Contractor's performance of, or failure to perform, the Services under the Agreement.

6. Confidentiality; Proprietary Information.

A. The format in which Contractor stores data provided by Municipality will be proprietary to Contractor. Municipality's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to Municipality's internal use only, and Municipality agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Municipality acknowledges that with respect to Bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so

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far as Bidders have provided such minimum bids. Such minimum bids will be the confidential information of the Bidder, which Contractor will be required to maintain, and which Contractor will not release except as required by law.

C. Except upon prior written approval by the Municipality, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that Municipality designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor or any of its subcontractors, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "**Contractor's Confidential Information**"). Municipality agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by Municipality with respect to protecting other third party confidential information in its possession. Municipality shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of Municipality or Contractor who have a need to know and need access to the information to facilitate Municipality's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit Municipality from making any disclosures required of Municipality pursuant to any legal process or request from any governmental authority having jurisdiction over Municipality, or from making disclosure required by New Jersey law, provided however that prior to disclosure to any such governmental authority, Municipality shall provide prior notice to Contractor in order to enable Contractor to seek protection of such confidential information or seek other relief, and provided, further, that Municipality will only disclose the minimum amount of confidential information required.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by Bidders, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without Municipality's consent, which will not be unreasonably withheld.

7. **Limited Agency Created; No Third Party Beneficiaries Intended.** For the limited purpose of providing auction sale services for the Tax Certificate auction and other services specifically described herein, Contractor shall be an agent of the Municipality and shall be required to take direction from the Municipality as to the mechanism and effectuation of the sale, except to the extent inconsistent with applicable law including but not limited to the rules, guidance or direction of the DCA. Other than with the respect to the handling of the tax sale auction and other services described herein, Contractor acknowledges that it does not have the authority to act on behalf of the Municipality or its agencies. Contractor's personnel shall not be employees of the Municipality. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

8. **Force Majeure.** Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by "force majeure" event. For purposes of this Agreement, a "force majeure" event shall mean any cause or agency preventing performance of an obligation which is beyond the control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet

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traffic slowdowns (including any Internet transmission problems incurred by either Municipality's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure event shall, upon notice to it of the force majeure event, promptly notify the other party, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

9. Entire Understanding; Amendments. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

10. Assignment. Contractor may assign its rights hereunder, in whole or in part, to a wholly-owned subsidiary or an affiliate, with Municipality's consent, which consent shall not be unreasonably withheld.

11. Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to any choice of law principles. The Contractor agrees that the notwithstanding the venue rules of the applicable court, venue for any and all claims between the parties arising from this Agreement shall be solely in the federal or state courts in and for the County in New Jersey where the Municipality is located.

Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and will be delivered personally, or mailed by first class registered or certified mail, postage prepaid, or overnight courier service, addressed as follows:

If to Municipality:
Address notice to the "Tax Collector" at the Municipality's official address in New Jersey.

If to Contractor:
RealAuction.com LLC
861 SW 78th Avenue
Plantation, Florida 33324
Attention: NJ Electronic Sales

With copy to:
ROK Industries, Inc.
Administrative Agent
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

12. Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

13. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission, email of a PDF document or electronic signature. Each party agrees that the delivery of the Agreement or any amendment thereto by facsimile, email of a PDF document or electronic signature shall have the same force and effect as delivery of original signatures.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

For Municipality: Borough of Matawan, Monmouth County

Joseph Altomonte

Name: Joseph Altomonte

Title: Mayor

Date: September 6, 2022

*[The remainder of this page left blank intentionally.
Additional signature page follows.]*

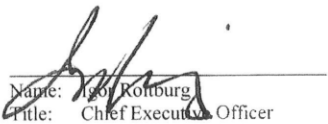


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For Contractor: RealAuction.com LLC


Name: Lloyd McClendon
Title: Managing Member

For Administrative Agent: ROK Industries, Inc. d/b/a NJTaxlieninvestor.com


Name: Igor Kohnburg
Title: Chief Executive Officer

New Business

Mayor Altomonte read by title Resolution 22-09-11: Authorizing the Purchase of one 2022 Ford Administrative Vehicle for the Borough of Matawan Department of Public Works requesting a motion. Councilwoman Wang made the motion, seconded by Councilwoman Gunn.

Councilwoman Wang questioned the reasoning behind the vehicle purchase for the DPW Superintendent asking what vehicle the previous Superintendent had used. Mr. Carew replied, the previous Superintendent, Jake Applegate, had used his own vehicle for work purposes. Mr. Carew disagreed with the use of the personal vehicle it becomes a liability. Mr. Frye’s contract, which Council passed at its August 16 meeting, states that Mr. Frye is afforded the right to take a vehicle home as his duties require emergency response at immediate notice. The vehicle is an Explore

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which is a more appropriate administrative vehicle than a pickup truck. The pickup truck now assigned to that position will be repurposed and used for DPW daily operations. Councilwoman Wang offered the purchase of a pick-up truck for integrated DPW use rather than a big SUV. Mr. Carew replied the vehicle is smaller and less expense than a “regular” DPW pick-up truck, and Mr. Frye will be responding to any and all emergencies as required. Councilwoman Wang questioned the practicality of the vehicle purchase in light of the receipt water rate increase as well as again, the use of the pick-up vs. the SUV.

Mayor Altomonte requested a roll call. A roll call vote was taken.

- Yes: Councilwoman Deana Gunn
Councilman Brian Livesey
Councilwoman Stephanie Buckel
- No: Councilwoman Melanie S. Wang
Councilman Charles Ross

Motion passed.

**RESOLUTION 22-09-11
AUTHORIZING THE PURCHASE OF ONE 2022 FORD ADMINISTRATIVE VEHICLE FOR
THE BOROUGH OF MATAWAN DEPARTMENT OF PUBLIC WORKS**

WHEREAS, Eric Frye, the Borough of Matawan Superintendent of the Department of Public Works, has advised the Mayor and Council of the need to replace a primary vehicle which has exceeded its expected useful service life in terms of mileage and longevity; and

WHEREAS, the Mayor and Council of the Borough of Matawan, upon review of the attached quote and acting under the recommendation and opinion of Superintendent Eric Frye regarding the above, hereby authorize the purchase of one 2022 Ford Administrative Vehicle for the Borough of Matawan’s Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED that the Borough of Matawan Superintendent of the Department of Public Works, Eric Frye, is hereby authorized by the Council of the Borough of Matawan to enter into a Contract for the purchase of one 2022 Ford Administrative Vehicle as outlined in the attached quote for the Borough of Matawan’s Department of Public Works through the Cranford Police Cooperative Pricing System, Identifier No. 47CPCPS, from Koch 33 Ford Specialized Upfitters, 3810 Hecktown Road, Easton, Pennsylvania 18045, in the amount of Thirty-Six Thousand, Five Hundred Twenty-Four Dollars and No Cents (\$36,524.00).

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Public Works as well as Koch 33 Ford Specialized Upfitters.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, and State of New Jersey, do hereby certify that as of the date of this certification funds are available from the C-04-NB-900-170 (Monmouth County Improvement Authority) Budget of the Borough of Matawan to Koch 33 Ford Specialized Upfitters for the purchase of one (1) 2022 Ford Administrative Vehicle for the Borough of Matawan Department of Public Works in an amount not to exceed Thirty-Six Thousand, Five Hundred Twenty-Four Dollars and No Cents (\$36,524.00).

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

Chief Financial Officer

(Signature on File)

Nicole Horvath, CMFO
Dated: September 6, 2022

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Koch 33 Specialized Upfitters

3810 Hecktown Road,
Easton, PA 18045
(610) 253-5297
lwagner@koch33auto.com
www.koch33specializedupfitters.com



Estimate

ADDRESS
Eric Frye
Matawan Borough
201 Broad Street
Matawan, NJ 07747

SHIP TO
Eric Frye
Matawan Borough
201 Broad Street
Matawan, NJ 07747

ESTIMATE 2530
DATE 08/11/2022

CONTRACT INFO
Cranford COOP #47-CPCPS

ACTIVITY	QTY	ITEM COST	AMOUNT
Vehicle Notes 2022 Police Interceptor Comes with Spotlight, rear doors disabled	1	0.00	0.00
Ford:2022 Police Interceptor Cranford Hybrid Engine Standard	1	33,156.00	33,156.00
Ford:3.3L V6 Direct-Injection FFV AWD Replaces Hybrid Engine	1	-1,190.00	-1,190.00
Ford:Keyed Alike Code 1284X Fleet Key	1	199.00	199.00
Ford:Hidden Door Lock Plunger and Rear Door Handle Inoperable	1	399.00	399.00
Ford:Rear Window Power Delete, Operable from Front Driver Switch	1	149.00	149.00
Ford:Pre-Wiring for Grille Lamp, Siren and Speaker (60A)	1	595.00	595.00
			Subtotal: 33,308.00
Vehicle Notes Lighting	1	0.00	0.00
WHELEN:Micron Stud Mount Grill Amber Front Grill Inserts	2	106.00	212.00
WHELEN:Vertex LED Insert Amber Headlight and Taillight insert	4	95.00	380.00
WHELEN:ION Amber Rear Window	2	118.00	236.00
GAMBER JOHNSON:2020+ PIU Low-Profile Console Box w/ Cup Holder & Rear Armrest	1	540.00	540.00
ROCKER SWITCH LIGHTED ROCKER SWITCH	1	18.00	18.00
Console Radio Prep Package	1	90.00	90.00

Estimate valid for 90 days from quote date. Koch 33 Specialized Upfitters cannot guarantee any transferred or customer supplied equipment. Koch 33 Specialized Upfitters is not responsible for any omissions or errors. Please review quote.

Koch 33 Specialized Upfitters Warranty - 1 Year Labor.
Parts covered by Manufacturer Warranty
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includes Antenna cable, Wiring prep to Battery, Ignition and Ground. Does not include Radio, Antenna & radio specific cables.			
SERVICES:MISC SHOP MATERIALS SHOP SUPPLIES NEEDED FOR INSTALLATION	1	300.00	300.00
SERVICES:SHIPPING AND HANDLING SHIPPING AND HANDLING FOR EQUIPMENT FROM VENDORS	1	300.00	300.00
SERVICES:LABOR TO INSTALL EQUIPMENT LABOR TO INSTALL QUOTED AND NON QUOTES ITEMS	1	1,140.00	1,140.00
			Subtotal: 3,216.00
TOTAL			\$36,524.00

Accepted By

Accepted Date

Estimate valid for 90 days from quote date. Koch 33 Specialized Upfitters cannot guarantee any transferred or customer supplied equipment. Koch 33 Specialized Upfitters is not responsible for any omissions or errors. Please review quote.

Koch 33 Specialized Upfitters Warranty - 1 Year Labor.
Parts covered by Manufacturer Warranty
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Mayor Altomonte read by title Resolution 22-09-12: Authorizing the Dissolution of the Borough of Matawan Appointment as Part-Time Licensed Operator/Consultant for the Borough of Matawan Water Treatment Plant & Distribution System – Andrew Wilson. Mayor Altomonte requested a motion. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel. Council agreed. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

RESOLUTION 22-09-12
AUTHORIZING THE DISSOLUTION OF THE BOROUGH OF MATAWAN APPOINTMENT AS
PART-TIME LICENSED OPERATOR/CONSULTANT FOR THE BOROUGH OF MATAWAN WATER
TREATMENT PLANT & DISTRIBUTION SYSTEM
ANDREW WILSON

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WHEREAS, NJAC 7:10A-1.10(f) indicates a municipality shall obtain the services of a licensee holding a license not more than one class lower than the classification required for the operation of the water system to cover the water system during the unavailability of the licensed operator; and

WHEREAS, in 2019 the Borough of Matawan engaged the services of Andrew Wilson, as a Part-Time Licensed Water Operator/Consultant; and

WHEREAS, with the Appointment of Eric Frye as the Borough of Matawan Superintendent of the Department of Public Works who has the certification, qualifications and expertise as a Licensed Wastewater Operator needed for operational issues of the Sanitary Sewer Collection System as well as Borough of Matawan Resolution 22-04-08 authorizing the Award of Contract Under Non-Fair & Open for the Borough of Matawan Water Treatment and Distribution System T3, W2 Licensed Operator – Water Resource Management, Inc., all required criteria has been met; and

WHEREAS, both the Borough of Matawan and Andrew Wilson concur with the dissolution of Andrew Wilson’s Appointment as a Part-Time Licensed Water Operator/Consultant.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby accepts the dissolution of the Borough of Matawan Appointment of Andrew Wilson as Part-Time Licensed Operator/Consultant for the Borough of Matawan Water Treatment Plant & Distribution System effective September 1, 2022.

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

Mayor Altomonte read by title Resolution 22-09-13: Payment of Bills. Mayor Altomonte requested a motion. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 22-09-13
PAYMENT OF BILLS**

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

Current	\$2,197,560.05
Water/Sewer	\$396,287.24
Borough Capital	\$770.00
Water Capital	\$33,673.75
Grant	\$732.02
Borough Trust	\$12,162.59
Developers Escrow Account	\$2,355.00
Recreation Trust	\$2,561.00
Total	\$2,646,101.65

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

Privilege of the Floor

Mayor Altomonte opened the Privilege of the Floor.

Fran Bucco, 79 Freneau Avenue, Matawan. Ms. Bucco asked that if the new guy is going to get a brand-new SUV and the other DPW guys have to drive their own cars, why not get them all new SUVs? Mr Carew replied, that is factually incorrect. Councilwoman Wang added, they don’t use their own cars. Ms. Bucco, answered, whatever.

John Pallitto, 17 Rustic Lane, Matawan. Mr. Pallitto asked Council to consider establishing a local dog park. Mayor Altomonte informed the Borough has searched for a site for some time with different obstacles at each, ie, too close to a waterway, area residents’ opposition. Mr.

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Pallitto informed he had reached out to County officials but to no avail. Mayor Altomonte asked Mr. Pallitto to send him an email which the Mayor would forward to Freehold on Mr. Pallitto's behalf. Council questioned if the Borough could ask the County for possible use of Freneau Woods. Mr. Menna informed the municipality may draft a Resolution informing of our request which may move the process more quickly. Mr. Carew informed could reach out to recent contacts with the Monmouth County Park System.

Kathleen Trenske, 119 Vermont Court, Matawan. Ms. Trenske related previous Council denial for a street opening permit associated with her oil to gas conversion and cited the recent approval of a neighbor for that same permit and informed she has presented a written request to the Borough to reconsider her application. Mr. Carew reminded Council of the recent approval for 114 Vermont Court due to extenuating circumstances when the Construction Office moved to Aberdeen. Council related the reasoning behind denials of such requests due to the cost of the Road Improvement Projects and the patching of an opening does impact the integrity of the paving. After discussion, Council agreed to grant the relief of the moratorium with a Resolution to be presented at its next meeting.

Loretta Windas, 138 Aberdeen Road, Matawan. Ms. Windas offered possibly part of Terhune Park may be sectioned off to create a dog park. This area will allow for parking in the municipal lot at Borough Hall. As Mr. Pallitto mentioned he may be able to obtain donated fencing that will help to alleviate the cost to the Borough. Mayor Altomonte commented there were many details to be determined when deciding upon the most appropriate designation, ie, ADA compliance, etc. Councilwoman Wang related her experience with dog parks and liability. Councilwoman Buckel added the dog park is for the general public and the number of vehicles may impede Borough and Police business parking availability as well as Terhune Park as the site of many Borough Recreation events. Mayor Altomonte asked Messrs. Carew, Keady and the Recreation Committee to pursue.

Kurtis Roinestad, 94 Main Street, Matawan. Mr. Roinestad related his role as a volunteer with the Matawan Historical Sites Commission (HSC) informing of his recent meeting with the Daughters of the American Revolution (DAR) at the Mount Pleasant Cemetery who have donated three replacement tombstones for Revolutionary soldiers who are buried at the Cemetery. The stones were delivered to Borough Hall and HSC plans to commemorate the stones in the near future and will inform Council once a date is determined. The DAR did inform there is a \$10K matching grant available and have offered to write on our behalf. Councilwoman Gunn asked if there was a deadline to apply. Mr. Roinestad believes it is by the end of the year. Portions of the fence have long deteriorated and are in need of repair/replacement. Mayor Altomonte asked Mr. Roinestad to email the Historical Sites Commission with full details.

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

Adjourn

Mayor Altomonte requested a motion to adjourn. Councilwoman Gunn made the motion, seconded by Councilman Ross. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

Meeting adjourned at 8:08 PM.

Karen Wynne

Karen Wynne, RMC
Municipal Clerk