Agenda
Borough of Matawan
Public Session
October 6, 2026
7:00 PM

1. **Opening Statement**
2. **Roll Call**
3. **Salute to the Flag**
4. **Moment of Silence**
5. **Privilege of the Floor for Agenda Items Only**
6. **Approval of Firefighter**
   - **Kaedyn Eckert**
7. **Old Business**

Ordinance 26-16:	Amending and Supplementing the Revised General Ordinances of the Borough of Matawan Chapter 4 – Licensing and Business Regulations, Chapter 34 – Development Regulations

8. **Consent Agenda**

Resolution 26-10-01:	Approval of Solicitor License – Exteriors by Global Home
Resolution 26-10-02:	2026 Halloween Curfew
Resolution 26-10-03:	Qualified for Credit Under the LOSAP Program for the Year 2025 – Fire Department
Resolution 26-10-04:	Authorizing NJ Tax Lien Investors/RealAuction.com as Electronic Tax Sale Vendor
Resolution 26-10-05:	Authorizing Extended Sick Leave for Police Officer Lyndsay Miller Pursuant to Chapter 9, Section 9-4.5 of the Code of the Borough of Matawan

9. **New Business**

Resolution 26-10-06:	Borough of Matawan, County of Monmouth, State of New Jersey, Authorizing an Emergency Contract Award to S. Brothers General Contractors for Slope Stabilization at 97 and 99 Onyx Place
Resolution 26-10-07:	Payment of Bills

10. **Privilege of the Floor**
11. **Adjourn**

ORDINANCE 26-16

AMENDING AND SUPPLEMENTING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MATAWAN

CHAPTER 4 – LICENSING AND BUSINESS REGULATIONS
CHAPTER 34 – DEVELOPMENT REGULATIONS

WHEREAS, in November 2020, New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to legalize a controlled form of marijuana called "cannabis" for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, the State of New Jersey enacted the Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (the "Act"), which legalizes the recreational use of cannabis by adults 21 years of age or older, and establishes a regulatory and licensing scheme for commercial cannabis operations, use and possession; and

WHEREAS, by Ordinance No. 21-13 adopted August 4, 2021, and by Ordinance No. 22-06 adopted June 9, 2022, the Borough of Matawan (the "Borough") permitted and established land use regulations, municipal licensing, and endorsement criteria for regulated cannabis businesses within the Borough in accordance with the Act; and

WHEREAS, pursuant to Section 31 of the Act, following a five-year period after the initial adoption of cannabis regulations, a municipality shall again have 180 days to adopt an ordinance regulating or prohibiting cannabis businesses, provided that any such ordinance is prospective only and does not apply to any cannabis business already operating within the Borough; and

WHEREAS, five years have elapsed since the initial adoption of cannabis regulations by the Borough on August 4, 2021, which initial regulations do not include any limits on the number of cannabis retailers within the Borough; and

WHEREAS, there are presently three (3) cannabis retailers approved and licensed within the Borough; and

WHEREAS, the Mayor and Council find it to be in the best interests of the general welfare of the Borough and its citizens to revise and update the Borough's cannabis regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Matawan, County of Monmouth, State of New Jersey, that Chapter 4: "Licensing and Business Regulations" of the Borough's Revised General Ordinances is hereby amended as follows (~~stricken~~ text deleted; <u>underlined</u> text added):

CHAPTER 4
LICENSING AND BUSINESS REGULATIONS

* * *

4-16 CANNABIS LICENSING.

a. Each application shall be submitted, in writing, to the office of the Clerk of the Borough of Matawan. Each Application for a license shall include a retail cannabis endorsement application scoring matrix attached herewith to this section as Exhibit A; which shall be adopted by the Council and be part of every application for a cannabis license application requested by any person or entity. Said Exhibit A shall be submitted by all applicants as part of the licensing review application process. Failure to submit the Exhibit A shall constitute a material defect in any submitted application.

b. The Borough Clerk shall publish a retail cannabis endorsement application that shall be adopted by resolution upon the passage of this section. The application shall accompany any request for the issuance of a cannabis license in the Borough of Matawan.

c. The application fee payable to the Borough of Matawan for a cannabis license under this section shall be a nonrefundable fee of $2,000 to be submitted by bank check or certified check upon submission of the application. In addition to the non-refundable application fee, each applicant shall submit a registration fee to the Borough of Matawan at the time of application in the amount of $10,000. The registration fee of $10,000 shall be refunded to the applicant should the applicant be unsuccessful in obtaining a state or other administrative license for the business in the Borough of Matawan.

d. The license of any approved cannabis business must be renewed yearly. All cannabis licenses shall be subject to a renewal fee of $2,500 due on December 31 of every year at midnight. The termination of license as a result of nonpayment of renewal fees shall be subject to the provision of Chapter 4, § 4-1, General Provisions, et seq.

e. No more than three (3) cannabis retailers, as defined in Chapter 34, shall be permitted to simultaneously operate within the Borough. The Borough shall not issue more than three (3) licenses for cannabis retailers to operate within the Borough at any given time.

BE IT FURTHER ORDAINED by the Mayor and Council of the Borough of Matawan, County of Monmouth, State of New Jersey, that Chapter 34: "Development Regulations" of the Borough's Revised General Ordinances is hereby amended as follows (~~stricken~~ text deleted; underlined text added):

CHAPTER 34
DEVELOPMENT REGULATIONS

* * *

34-111 CANNABIS BUSINESSES.

Cannabis businesses shall be permitted, pursuant to this chapter, only if the following requirements are complied with:

a. The regulations of this section are subject to the enabling authority of the State of New Jersey and are subject to compliance with all statutes and/or regulations adopted by the State of New Jersey or its instrumentalities. If any provision of this section is inconsistent with the statutes and/or regulations of the State of New Jersey, the state statutes and/or regulations shall prevail.

b. Prior to the operation of any cannabis business, a permit or license must be obtained from the State of New Jersey and from the Borough of Matawan for the applicable type(s) of cannabis business. No cannabis business shall be permitted to operate without state and Borough permits or licenses.

c. Permitted uses shall, at all times, comply with the terms and conditions of the licensee's cannabis business license for permits or licenses issued by the State of New Jersey and the Borough.

d. No cannabis business shall be allowed as a home profession as defined in Borough Code of Matawan in any of the Zoning Districts of the Borough.

e. No cannabis business shall be housed in a vehicle or any movable or mobile structure.

f. Cannabis businesses shall have equipment to mitigate odor. The cannabis business shall be equipped with a ventilation system with carbon filters sufficient in type and capacity to mitigate cannabis odors emanating from the interior of the premises.

g. Outside generators and other mechanical equipment used for any kind of power supply, cooling, or ventilation shall be enclosed and have appropriate baffles, mufflers, and/or other noise reduction systems to mitigate noise pollution.

h. All cannabis businesses shall be secured in accordance with State of New Jersey statutes and regulations; shall have a round-the-clock video surveillance system, 365 days a year; and shall have trained security personnel on site ~~at all times during operating hours~~ when deemed necessary by the Matawan Police Department.

i. All cannabis businesses shall provide the Matawan Police Department with access to security footage immediately upon request by the Borough.

j. Cannabis business signage shall not contain text and/or image intended to promote excessive consumption of legal cannabis products. The signage shall not have the words "Weed" or "Marijuana," or depict marijuana or cannabis plants, or contain graphics indicating such images or wording.

k. The applicant shall submit a written report setting forth the full particulars of the proposed use, including hours of operation, anticipated customer volume, parking facilities necessary to service such customer volume and measures to be taken to avoid nuisance effects upon adjacent and nearby residential areas.

1. Cannabis businesses shall be prohibited in any area in which, under state or federal law, any cannabis business would be prohibited from operating based upon its proximity to a school, park, housing authority property, public or private youth center, or swimming pool.

BE IT FURTHER ORDAINED, any Ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistencies only.

BE IT FURTHER ORDAINED, if any provisions of this Ordinance, or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance, which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

BE IT FURTHER ORDAINED, this Ordinance shall take effect immediately upon following the passage, adoption and publication pursuant to New Jersey State law.

Introduced: September 15, 2026
Passed: September 15, 2026
Adopted:

_____
Honorable Joseph Altomonte, Mayor

CERTIFICATION OF ORDINANCE

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, and State of New Jersey, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Council of the Borough of Matawan on _____, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and seal of the Borough of Matawan this ___ day of _____, 2026.

_____
Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-10-01

APPROVAL OF SOLICITOR LICENSE

EXTERIORS BY GLOBAL HOME

WHEREAS, Exteriors by Global Home (exterior home remodeling), submitted one (1) Applicants who passed the required Police Department background checks; and

WHEREAS, Exteriors by Global Home has been provided copy of Chapter 3-2.11 Handbills of the Borough of Matawan Code.

WHEREAS, Exteriors by Global Home is subject to Borough of Matawan regulations governing solicitor canvassers, Code Book Chapter 4: Licensing and Business Regulations, Subsection 4-4: Solicitors and Canvassers. specifically:

Subsection 4-1.8 Revocation of License, Causes.

Any license or permit issued by the Borough may be revoked by the Council after notice and a hearing for any of the following causes:

a. Fraud or misrepresentation in any application for a permit or license.
b. Fraud, misrepresentation or other dishonesty in the conduct of the licensed activity.
c. A violation of any provision of this revision.
d. Conviction of the licensee for any felony or high misdemeanor or a misdemeanor or disorderly person's offense involving moral turpitude.
e. Conduct of the licensed activity whether by the licensee himself or his agents or employees in an unlawful manner or in a manner that constitutes a breach of the peace or a menace to the public health, safety or general welfare.
f. Whenever a license has been issued immediately upon an application, pending the results of the investigation provided for by this section, such license may be summarily revoked if the result of the investigation is such as would have resulted in denial of the application.

Subsection 4-4.6 Badges

The Borough Clerk shall issue to each licensee at the time of delivery of his license a badge on which shall appear the words "Licensed Solicitor," the period for which the license is issued and the number of the license, in letters and figures easily discernible from a distance of 10 feet. During the time such licensee is engaged in soliciting, his badge shall be worn constantly and conspicuously on the front of his outer garment.

Subsection 4-4.7 Restrictions

a. No soliciting or canvassing activities shall be conducted before 10:00 a.m. prevailing time or after 7:00 p.m.

b. The Borough Clerk shall maintain a list of names and addresses of residents who have determined that solicitors or canvassers shall not be invited to their respective residence. Any resident shall be included on such list if they complete a form to be so included. The form shall be available at Borough Hall. The list shall be distributed to applicants seeking a license for the purposes mentioned herein. **The licensee shall not solicit or canvass at any residence on the list. Any solicitor or canvasser who goes upon any premises or rings a doorbell upon or near any door or creates any sound in any manner calculated to attract the attention of the occupant of such residence, when such residence is on the list provided shall be considered to be engaging in uninvited soliciting as set forth in Section 4-4.8.**

Subsection 4-4.8 Duty of Police to Enforce

It shall be the duty of any Police Officer of the Borough to require any person seen soliciting or canvassing, and who is not known by such Officer to be duly licensed, to produce the peddler's license and to enforce the provisions of this section against any person found to be violating the same.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the following solicitors permit:

Business: Exteriors by Global Home
53 Brown Avenue
Springfield, NJ 07081

Applicants: Douglas Nolan

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

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 October 6, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 6th day of October, 2026.

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-10-02

2026 HALLOWEEN CURFEW

WHEREAS, the Halloween Season can be dangerous to children walking the streets of the Borough of Matawan after daylight hours; and

WHEREAS, it is the desire of the Borough Council to set a reasonable period to allow for Halloween activities and also to protect its residents; and

WHEREAS, the Police Department of the Borough of Matawan has recommended that curfew be set for persons 16 years of age or under, unless accompanied by an adult (18 years or older) or traveling to or from place of employment of age as follows:

- Thursday, October 29th from 7:30 PM until 5:00 AM the following day
- Friday, October 30th from 7:30 PM until 5:00 AM the following day
- Saturday, October 31st from 8:30 PM until 5:00 AM the following day

NOW, THEREFORE, BE IT RESOLVED that a curfew be set for persons 16 years of age and under to be off the streets on October 29 and 30, 2026 from 7:30 PM to 5:00 AM the following day and on October 31, 2026, from 8:30 PM to 5:00 AM the following day, unless accompanied by an adult (18 years or older) or traveling to or from place of employment.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Police and Community Engagement Coordinator.

CERTIFICATION OF RESOLUTION

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on October 6, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 6th day of October, 2026.

_____

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-10-03

QUALIFIED FOR CREDIT UNDER THE LOSAP PROGRAM FOR THE YEAR 2025

FIRE DEPARTMENT

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

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

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

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

1. Per the certified list received, the following Matawan Fire Department members are hereby approved to receive the 2025 LOSAP award:

James Archibald	Brian Kopf
Raymond Bassford	Martin LiPera
Freddy Benjamin	Ed Lee
Peter Berliner	Joseph Lopes
Brian Bernath	Katelyn Lynch
Anthony Castro	Neil Matthaey
Timothy Clifton	Jessica Michitsch
Arsenio Cruz	Richard Michitsch
Chad Donohue	Vincent Negron
Harold Doty	Marc Sawyer
James Duffy	James Snyder
Christopher Fisler	Stephen Tatarka
Peter S. George	Brian Thompson
Charles Hicks	Ryan Todaro
Doug Hrehowesik	Zoltan Varsanyi
Ronald Johnson	Harry Zober

The amount each qualified member will receive for the 2025 LOSAP award is $2,159.00:

Brian Bernath	Martin LiPera
Anthony Castro	Ed Lee
Timothy Clifton	Joseph Lopes
Harold Doty	Richad Michitsch
James Duffy	Marc Sawyer
Brian Kopf	Ryan Todaro

The amount each qualified member will receive for the 2025 LOSAP award is $1,296.00:

Freddy Benjamin	Katelyn Lynch
Christopher Fisler	Neil Matthaey
Peter S. George	Zoltan Varsanyi

The amount each qualified Member will receive for the 2025 LOSAP award is $864.00:

James Archibald	Ronald Johnson
Raymond Bassford	Jessica Michitsch
Peter Berliner	Vincent Negron
Arsenio Cruz	James Snyder
Chad Donohue	Stephen Tatarka
Charles Hicks	Brian Thompson
Doug Hrehowesik	Harry Zober

2. The certified list of members is posted at the office of the Municipal Clerk of the Borough of Matawan and at the Matawan Fire Department for a period of 30 days to allow sufficient time for membership review.

3. Appeals shall be mailed to the Municipal Clerk of the Borough of Matawan, 201 Broad Street, Matawan, NJ 07747, and must be received within 30 days of the posting date of the approved certified list.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Fire as well as Borough Auditor and Lincoln Financial Advisors Corp.

CERTIFICATION OF RESOLUTION

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on October 6, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 6th day of October, 2026.

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-10-04

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, THERFORE, 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 and is hereby authorized as signatory on behalf of the Borough of Matawan.

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

CERTIFICATION OF RESOLUTION

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on October 6, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 6th day of October, 2026.

_____

Karen Wynne, RMC
Municipal Clerk

AGREEMENT FOR
ELECTRONIC TAX LIEN CERTIFICATE SALE SERVICES

This agreement ("**Agreement**") entered into as of _____, 2026 (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

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.

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.

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. $12 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

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

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

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.

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

Signed: _____

Name: _____

Title: _____

Date: _____

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

For Guarantor: RealNetworks, LLC

Name: Boyd McClendon
Title: Managing Member

For Administrative Agent: RDK Industries, LLC, a New York limited liability co

Name: Robert Rothberg
Title: Chief Executive Officer

RESOLUTION 26-10-05

AUTHORIZING EXTENDED SICK LEAVE FOR POLICE OFFICER LYNDSAY MILLER PURSUANT TO CHAPTER 9, SECTION 9-4.5 OF THE CODE OF THE BOROUGH OF MATAWAN

WHEREAS, Police Officer Lyndsay Miller of the Matawan Police Department has exhausted thirty (30) days of accumulated sick leave due to a non-work-related illness, injury, or disability and has requested extended sick leave pursuant to § 9-4.5 of the Code of the Borough of Matawan; and

WHEREAS§ 9-4.5(a) of the Borough Code authorizes the Mayor and Council, by resolution, to grant extended sick leave to a regular full-time employee who is physically unfit for work due to a non-service-connected illness, injury, or disability; and

WHEREAS, Officer Miller was hired on **May 5, 2021**, and has served the Borough for not less than one (1) year nor more than ten (10) years, making her eligible under **§ 9-4.5(a)(1)** for up to thirteen (13) weeks of leave with full pay, followed by up to thirteen (13) weeks of leave at one-half pay; and

WHEREAS, the Borough Administrator and Captain of the Police Department has reviewed the request and finds it appropriate to authorize such leave in accordance with § 9-4.5 of the Borough Code.

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

1. Police Officer Lyndsay Miller is hereby granted extended sick leave pursuant to § 9-4.5(a)(1) of the Code of the Borough of Matawan.

2. Officer Miller shall receive extended sick leave with full pay for a period not to exceed thirteen (13) weeks, following the exhaustion of her initial thirty (30) days of sick leave.

3. Upon exhaustion of the thirteen (13) weeks of full-pay leave, and if Officer Miller remains medically unable to return to duty, she shall be eligible for an additional period of leave not to exceed thirteen (13) weeks at one-half pay, subject to the continued requirements of § 9-4.5 and any required medical certifications.

4. Continued eligibility for extended sick leave shall remain contingent upon compliance with the provisions of § 9-4.5(c), including examination and certification by a physician designated by the Mayor and Council, if requested.

5. The Borough Administrator, Chief Financial Officer, Chief of Police, and Borough Clerk are hereby authorized to take all actions necessary to implement this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Borough Operations Coordinator, Clerk, Finance, Payroll, Police as well as Officer Lyndsay Miller.

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 October 6, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 6th day of October, 2026.

_____

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-10-06

BOROUGH OF MATAWAN
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING AN EMERGENCY CONTRACT AWARD TO S. BROTHERS GENERAL CONTRACTORS FOR SLOPE STABILIZATION AT 97 AND 99 ONYX PLACE

WHEREAS, in its October 1, 2026 emergency-condition letter, T&M Associates, the Borough Engineer, reports severe and continuing erosion along Gravelly Brook behind 97 and 99 Onyx Place, an unstable streambank, collapse of the undermined concrete headwall and stormwater outfall pipe, and loss of portions of residential backyards, fencing, and trees into the channel; and

WHEREAS, the Borough Engineer finds that these conditions present an imminent threat to residents and adjacent properties and require immediate repairs and bank stabilization to protect public health and safety and prevent further property damage; and

WHEREAS, N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 permit emergency contracting without public advertising for bids when the applicable emergency procurement requirements are satisfied; and

WHEREAS, T&M Associates obtained three quotations on October 1, 2026: S. Brothers General Contractors, $1,392,228.00; Precise Construction, $1,397,000.00; and B&W Construction, $1,805,452.00; and

WHEREAS, T&M Associates recommends award to S. Brothers General Contractors, whose proposal is complete from an engineering standpoint and whose prior work has been satisfactory, subject to availability of funds, Borough Attorney approval, and review and approval of the New Jersey Department of Labor and Office of Wage and Hour Compliance.

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

1. Based upon the Borough Engineer's written findings, the condition at 97 and 99 Onyx Place is determined to constitute an actual or imminent emergency affecting public health, safety, and welfare requiring immediate repairs and stabilization.

2. An emergency contract for Slope Stabilization Repair at 97–99 Onyx Place is hereby awarded to S. Brothers General Contractors, 16 Sobechko Road, Manalapan, New Jersey 07726, in the amount of $1,392,228.00, in accordance with its proposal reviewed and recommended by T&M Associates on October 1, 2026.

3. The award is subject to the Chief Financial Officer's written certification of available funds under the applicable bond ordinance; Borough Attorney approval of the contract as to form; the labor compliance approvals identified above; and all required contractor registrations, insurance, bonds, permits, and contract documents. The Borough Administrator shall complete and maintain in the procurement file the written emergency determination and supporting documentation required by law, including documentation of the emergency's timing, the circumstances establishing that the condition could not have been foreseen or arose despite good-faith planning, and the need for immediate performance.

4. The Mayor and Borough Clerk are authorized to execute and attest the contract, and the Borough Administrator and Borough Engineer are authorized to implement the award upon satisfaction of these conditions. The contract shall be limited in scope and duration to the immediate emergency needs, shall not be a multi-year contract, and shall comply with the NJDEP emergency authorization. Payment is authorized in accordance with the contract and applicable law.

5. This resolution shall take effect immediately upon adoption.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Schneeberger, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification, funds are available from the _____ Budget of the Borough of Matawan to _____ for the Borough of Matawan in an amount not to exceed ($00,000.00).

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

_____
Nicole Schneeberger, CMFO
Dated: October 6, 2026

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 October 6, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 6th day of October, 2026.

_____
Karen Wynne, RMC
Municipal Clerk

YOUR GOALS. OUR MISSION.

MATN-04195

October 1, 2026

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

Re: Recommendation of Award
Slope Stabilization Repair at 97-99 Onyx Place

Dear Mr. Michelson:

On Thursday, October 1, 2026, we received 3 quotes for the above referenced project which are summarized below:

Bidder	Total Quote Amount
S. Brothers General Contractors	$1,392,228.00
Precise Construction	$1,397,000.00
B&W Construction	$1,805,452.00

We have reviewed the bids, and the apparent low bidder is S. Brothers General Contractors. They have submitted a complete proposal from an engineering standpoint, and we have prior experience with them, and their work has been satisfactory.

Therefore, it is my recommendation that the project be awarded on an emergency basis to S. Brothers General Contractors, 16 Sobechko Road, Manalapan, NJ 07726 in the amount of $1,392,228.00 subject to availability of funds and approval of the Borough Attorney. The award should also be made subject to the review and approval of the N.J. Department of Labor, and the Office of Wage and Hour Compliance.

If you have any questions or desire additional information, please call.

Very truly yours,

T&M ASSOCIATES

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

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RESOLUTION 26-10-07

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	$2,480,686.55
Water/Sewer	$144,821.28
Borough Capital	$114,219.70
Water Capital	$13,720.00
Grant	$2,339.13
Borough Trust	$57,243.10
Developers Escrow Account	$472.00
Recreation Trust	$677.67
Total	**$2,814,179.43**

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

CERTIFICATION OF RESOLUTION

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on October 6, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 6th day of October, 2026.

Karen Wynne, RMC
Municipal Clerk