

Agenda
Borough of Matawan
Public Session
January 20, 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 Firefighters**
 - Patrick Beety
 - Neil Harding-Rutledge
 - Alexander Tadrous
- 7. Appointment in Mid-Year to Fill Vacancy on the Economic Development, Business & Redevelopment Commission**
 - Kevin Pent
- 8. Consent Agenda**

Resolution 26-01-44:	Approval of Limousine Owner License – Harish Kumar
Resolution 26-01-45:	Approval of Solicitor License – Victory Home Remodeling
Resolution 26-01-46:	Approval of Towing & Storage License – CARSTAR Collision Center of Morganville
Resolution 26-01-47:	Approval of Towing & Storage License Renewal – Joe’s Towing & Recovery, LLC
Resolution 26-01-48:	Amending Resolution 26-01-28: Appointing Acrisure, Borough Property & Casualty Insurance Broker, as the Risk Management Consultant to the Statewide Insurance Fund and Authorizing the 2026 Risk Management Consultant’s Agreement
Resolution 26-01-49:	Authorizing the County of Monmouth Mosquito Control Division to Conduct Aerial Mosquito Control Operations Within the Borough of Matawan
- 9. New Business**

Resolution 26-01-50:	Authorizing the Approval of the 2024-2025 License Term Special Ruling 12:18 for Hudson Square Hospitality Group, Inc. (Inactive License)
Resolution 26-01-51:	Authorizing the Approval of the 2025-2026 License Term Renewal for Hudson Square Hospitality Group, Inc. (Inactive License)
Resolution 26-01-52:	Authorizing and Approving a Shared Services Agreement with the County of Monmouth for the Provision of Basic Life Support Emergency Medical Services
Resolution 26-01-53:	Authorizing Award of Contract Under a National Cooperative Purchasing Agreement – Furnish and Deliver Instrumentation Equipment, Parts and Supplies to the PVSC Warehouse for a One (1) Year Period Passaic Valley Sewerage Commission and PCS Pump and Process, Inc. for Sewer SCADA System for Pump Station Monitoring

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- Ordinance 26-01: Amending and Supplementing the Revised General Ordinances of the Borough of Matawan Chapter 22 – Water, Section 22 – Rates and Charges, New Subsection 22-2.5b – Administrative Approval of Payment Plans to Authorize the Borough Administrator to Approve Payment Plans for Water and Sewer Charges in Certain Extraordinary Circumstances
- Ordinance 26-02: Amending Ordinance 20-07: Amending and Supplementing the Code of the Borough of Matawan Chapter 15 – Property Maintenance, Article I – Section 15-2, Maintenance of Vacant Properties, Structures Registration Requirements and Fees to Update and Enhance Vacant Property Regulations
- Ordinance 26-03: Bond Ordinance Providing for Various Park and Recreation Improvements for Terhune Park by the Borough of Matawan, Appropriating \$775,000 Therefor, Including Grant Funds in the Amount of \$180,908 Expected to be Received, and Authorizing the Issuance of \$738,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof
- Ordinance 26-04: Ordinance of the Borough Council of the Borough of Matawan Authorizing the Acquisition by Negotiation of Real Property Designated as Block 25, Lot 6 on the Tax Map of the Borough of Matawan
- Ordinance 26-05: Ordinance of the Borough Council of the Borough of Matawan Authorizing the Acquisition by Negotiation of Real Property Designated as Block 28, Lot 5 on the Tax Map of the Borough of Matawan
- Resolution 26-01-54: Payment of Bills

10. Privilege of the Floor

- 11. Adjourn to Executive Session** Resolution 26-01-55

RESOLUTION 26-01-44

APPROVAL OF LIMOUSINE OWNER LICENSE

HARISH KUMAR

WHEREAS, Harish Kumar, has passed the required Police Department background checks; and

WHEREAS, Harish Kumar, has filed the proper documentation with the Borough Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the following limousine owner license:

Applicant: Harish Kumar

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following: Clerk, Police as well as Applicant.

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 January 20, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-01-45

APPROVAL OF SOLICITOR LICENSE

VICTORY HOME REMODELING

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

WHEREAS, Victory Home Remodeling has been provided copy of Chapter 3-2.11 Handbills of the Borough of Matawan Code.

WHEREAS, Victory Home Remodeling 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: Victory Home Remodeling
101 Crawfords Corner Road
Homdel, NJ 07733

Applicants: Julian G. Koch
Alicia M. Pacheco

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 Victory Home Remodeling.

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 January 20, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-01-46

APPROVAL OF TOWING & STORAGE LICENSE

CARSTAR COLLISION CENTER OF MORGANVILLE

WHEREAS, CARSTAR Collision Center of Morganville (towing & storage contractor services) has submitted an application to be added to the Matawan Police Department tow call list; and

WHEREAS, on the condition that, **CARSTAR Collision Center of Morganville** (towing & storage contractor services) has certified that the requirements of Chapter 4 of the Code of the Borough of Matawan and all other Statutes have been met and that the independent investigation by the Police Department reveals no nonconformity.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the following towing & storage license:

Business: CARSTAR Collision Center of Morganville
2 Route 9
Morganville, NJ 07751

Applicant: Anthony J. Perry, Jr.

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 Applicant.

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 January 20 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-01-47

APPROVAL OF TOWING & STORAGE LICENSE

JOE'S TOWING AND RECOVERY, LLC

WHEREAS, Joe's Towing and Recovery, LLC (towing & storage contractor services) has submitted an application to be added to the Matawan Police Department tow call list; and

WHEREAS, on the condition that, **Joe's Towing and Recovery, LLC** (towing & storage contractor services) has certified that the requirements of Chapter 4 of the Code of the Borough of Matawan and all other Statutes have been met and that the independent investigation by the Police Department reveals no nonconformity.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that they hereby approve the following towing & storage license:

Business: Joe's Towing and Recovery, LLC
57 Winged Foot Drive
Manalapan, New Jersey 07726

Applicant: Joseph J. Campagna

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 Applicant.

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 January 20, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-01-48

AMENDING

RESOLUTION 26-01-28

**APPOINTING ACRISURE AS THE
BOROUGH'S PROPERTY & CASUALTY INSURANCE BROKER
AS THE RISK MANAGEMENT CONSULTANT TO THE
STATEWIDE INSURANCE FUND**

WHEREAS, the Borough of Matawan (hereinafter "Local Unit") has joined the Statewide Insurance Fund (hereinafter "Fund"), a joint insurance fund as defined in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the "Fund"; and

WHEREAS, the Local Unit has complied with relevant law with regard to the appointment of a Risk Management Consultant; and

WHEREAS, the Fund has requested its members to appoint individuals or entities to that position.

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

1. That Acrisure, as the Borough of Matawan's Property & Casualty Insurance Broker, is hereby appointed as the Risk Management Consultant for the Borough of Matawan to the Statewide Insurance Fund.
2. Ryan L. Michelson, Borough Administrator, and the Risk Management Consultant are hereby authorized to execute the Risk Management Consultant's Agreement for the year 2026 in the form attached hereto.

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

Name of Entity: Borough of Matawan

Attest:

Karen Wynne, RMC
Municipal Clerk

Ryan L. Michelson
Borough Administrator

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 January 20, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk

STATEWIDE INSURANCE FUND
RISK MANAGEMENT CONSULTANT'S AGREEMENT

2026 Fund Year

THIS AGREEMENT entered into this _____ day of _____, 20____, among the Statewide Insurance Fund ("FUND"), a joint insurance fund of the State of New Jersey, _____ ("MEMBER") and _____ ("RISK MANAGEMENT CONSULTANT") through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4.

WHEREAS, the CONSULTANT has offered to the MEMBER professional risk management consulting services as required by the Bylaws of the FUND; and

WHEREAS, the CONSULTANT has advised the FUND that he/she is familiar with the terms, conditions and operations of the FUND; and

WHEREAS, the MEMBER desires these professional services from the CONSULTANT; and

WHEREAS, the MEMBER has complied with relevant law in regard to the appointment of a Risk Management Consultant; and

WHEREAS, the Bylaws of the FUND require that members engage a CONSULTANT and that the CONSULTANT comply with certain requirements set forth therein.

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

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - (a) assist in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
 - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
 - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
 - (d) explain to the MEMBER, or its representatives the operation of the FUND.

- (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
- (f) review the MEMBER'S assessment and assist in the preparation of the MEMBER'S insurance budget.
- (g) review losses and engineering reports and provide assistance to the MEMBER'S safety committee, if required.
- (h) assist in the claim settlement process, if required, by MEMBER or FUND.
- (i) attend the majority of meetings of the Fund Commissioners or Executive Committee, if requested, and perform such other services as required by the MEMBER or the FUND.
- (j) comply with the obligations imposed upon Risk Managers in the FUND'S Bylaws.
- (k) act in good faith and fair dealing to the FUND.
- (l) perform other duties for the FUND as may be required from time to time by the FUND.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- (a) The CONSULTANT shall be paid by the FUND, on behalf of the MEMBER, a fee as compensation for services rendered. Said fee, an apportionment of the MEMBER'S assessment: 6% of workers' compensation (excluding any fees, PLIGA, and loss ratio apportionment); 7.5% of non WC assessment (excluding any fees, PLIGA, and loss ratio apportionment);
- (b) The CONSULTANT shall be entitled to compensation for services provided during any calendar year only if the CONSULTANT has been appointed and holds the position of Risk Management Consultant, as of January 31 of the said calendar year for counties and municipalities holding general elections and July 30 for municipalities holding regular elections.
- (c) For any insurance coverages authorized by the MEMBER to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND'S assessment in computing the fee set forth in 2(a).
- (d) If the MEMBER shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MEMBER a fee at a rate to be negotiated by the parties.

3. The term of this Agreement shall be from **January 1, 2026 to January 1, 2027**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.
4. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.
5. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation establishing compliance within seven (7) days of this Agreement.

ATTEST:

Member Representative

ATTEST:

Risk Management Consultant Corporate Officer

ATTEST:

Statewide Insurance Fund Chairperson

**EXHIBIT A
STATEWIDE INSURANCE FUND**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the Statewide Insurance Fund, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Statewide Insurance Fund during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____
Risk Management Consultant

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

RESOLUTION 26-01-49

**AUTHORIZING THE COUNTY OF MONMOUTH
MOSQUITO CONTROL DIVISION TO CONDUCT
AERIAL MOSQUITO CONTROL OPERATIONS WITHIN THE
BOROUGH OF MATAWAN**

WHEREAS, the Monmouth County Board of County Commissioners, pursuant to NJSA 26:9-27 et seq. has elected through its Mosquito Control Division to perform all acts necessary for the elimination of mosquito breeding areas and/or to exterminate mosquitoes within the County; and

WHEREAS, the County has instituted an Integrated Pest Management Program consisting of surveillance, water management, biological control, and chemical control to exterminate the mosquito population within the County of Monmouth; and

WHEREAS, prior to conducting aerial dispensing operations over a designated "congested area," the County is required, pursuant to Federal Aviation Administration Regulation (FAR Part 137.51), to secure prior written approval from the governing body of the political subdivision over which the aircraft is to be operated; and

WHEREAS, the Borough of Matawan is designated as a "congested area" by the Federal Aviation Administration and the County has requested that this Governing Body consent to its proposed aerial dispensing operations.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Governing Body hereby authorizes the County of Monmouth Mosquito Control Division or its agent to apply pesticides by aircraft for mosquito control in certain areas of the municipality designated by the County as being either larval mosquito habitat or areas harboring high populations of mosquitoes constituting either a nuisance, a health hazard, or both with the understanding that:
 - a. the County shall utilize pesticides, application equipment and aircraft that are approved for aerial applications by the applicable Federal (USEPA) and State (NJDEP) agencies, and
 - b. such operations will be performed in compliance with applicable Federal and State regulations, and
 - c. the County will notify the police department of each municipality over which aerial pesticide operations are planned prior to commencement of such operations.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Police, Public Works as well as the County of Monmouth Mosquito Control Division.

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 January 20, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-01-50

**2024-2025 ABC LIQUOR LICENSE RENEWAL OF
PLENARY RETAIL CONSUMPTION LICENSE #1329-33-012-004
PURSUANT TO NJSA 33:1-12.18**

**HUDSON SQUARE HOSPITALITY GROUP, INC.
(INACTIVE LICENSE)**

WHEREAS, Inactive License #1329-33-012-004, Hudson Square Hospitality Group, Inc., mailing address at, 2025 Grier Avenue, Linden, NJ 07036 had not satisfied required NJS Alcohol Beverage Control (ABC) documentation for the 2024-2025 License Term, and, as such, required the Licensee to petition ABC for a Special Ruling pursuant to NJSA 33:1-12.18; and

WHEREAS, Licensee did petition NJS ABC who issued Special Ruling 12.18 for License #1329-33-012-004, Docket No. 09-24-220, Job No. 727178 dated October 31, 2024, granting relief pursuant to NJSA 33:1-12.18; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Matawan that the following liquor licenses be renewed, subject however to the rules, regulations, receipt of Tax Clearance Certificates, statutes and ordinances affecting the same, said licenses to expire June 30, 2025:

Plenary Retail Consumption License
\$1600.00

<u>LICENSE #</u>	<u>NAME</u>	<u>ADDRESS</u>
1329-33-012-004	Hudson Square Hospitality Group, Inc. (Inactive License)	2025 Grier Avenue Linden, NJ 07036

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 January 20, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-01-51

**RESOLUTION GRANTING RENEWAL OF ABC PLENARY RETAIL
CONSUMPTION LIQUOR LICENSE APPLICATION FOR THE
2025-2026 LICENSE TERM**

**HUDSON SQUARE HOSPITALITY GROUP, INC.
LICENSE #1329-33-012-004
(INACTIVE LICENSE)**

WHEREAS, an application has been filed for the renewal of ABC Inactive Plenary Retail Consumption Liquor License #1329-33-012-004 by Hudson Hospitality Group, Inc.; and

WHEREAS, the submitted application is complete in all respects, the required fees have been paid, and receipt of notice from NJS ABC authorizing the Borough to grant renewal of the License for a one (1) year term of the 2025-2026 License Term 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 Consumption License for the 2025-2026 License Term, July 1, 2025 to midnight, June 30, 2026.

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.

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 January 20, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-01-52

**AUTHORIZING AND APPROVING A
SHARED SERVICES AGREEMENT WITH
THE COUNTY OF MONMOUTH FOR THE PROVISION OF
BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICES**

WHEREAS, the Borough of Matawan (“Borough”) has determined that it is in the best interest of the health, safety, and welfare of its residents to ensure the continuous provision of high-quality emergency medical services; and

WHEREAS, the County of Monmouth (“County”) operates and maintains a County-wide Emergency Medical Services program capable of providing twenty-four (24) hours per day, seven (7) days per week Basic Life Support Emergency Medical Services; and

WHEREAS, the Borough has requested that the County provide Basic Life Support Emergency Medical Services within the Borough of Matawan and the immediate vicinity; and

WHEREAS, the County has agreed to serve as the first-due agency for the provision of such Emergency Medical Services commencing February 1, 2026; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes local units, including counties and municipalities, to enter into shared services agreements for the provision of services; and

WHEREAS, the Borough and the County have negotiated a Shared Services Agreement for Medical Services setting forth the respective rights and responsibilities of the parties, including the scope of services, term, insurance, indemnification, and termination provisions; and

WHEREAS, the proposed Shared Services Agreement has a term commencing February 1, 2026 and expiring January 31, 2031, unless earlier terminated in accordance with its terms; and

WHEREAS, pursuant to the Agreement, all base costs for Emergency Medical Services shall be billed directly by the County to patients or their insurance carriers, with no direct cost to the Borough; and

WHEREAS, the Borough Council has reviewed the proposed Shared Services Agreement and finds that entering into said Agreement is in the best interest of the Borough and its residents; and

WHEREAS, the Borough anticipates an estimated total savings of approximately \$168,000 over the duration of this Agreement as compared to the prior service provider;

WHEREAS, the Borough of Matawan is committed to preserving and supporting the volunteer service and community presence of the Matawan–Aberdeen First Aid Squad, and will continue to work to assist in its organization, recruitment, and long-term membership sustainability; and

WHEREAS, the Borough will, where practicable, encourage coordination and collaboration between the Matawan–Aberdeen First Aid Squad and the County-operated Emergency Medical Services program, with the intent of permitting the volunteer first aid squad to have the opportunity to provide primary coverage when available, with the County program serving as backup coverage.

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

1. The Shared Services Agreement between the Borough of Matawan and the County of Monmouth for the provision of Basic Life Support Emergency Medical Services, substantially in the form presented to the Borough Council, is hereby approved.
2. The Mayor and Borough Administrator are hereby authorized and directed to execute the Shared Services Agreement on behalf of the Borough of Matawan, subject to approval as to form by the Borough Attorney.
3. The Borough Administrator is further authorized and directed to take all necessary administrative actions to effectuate the terms of the Agreement, including the filing of a fully executed copy of the Agreement with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).
4. 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, Community Engagement Coordinator, Finance, Fire Department, Fire Prevention, Police, Public Works, Recreation as well as The County of Monmouth and the Borough Attorney.

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 January 20, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF MONMOUTH, NEW JERSEY

and

THE BOROUGH OF MATAWAN

**FOR THE PROVISION OF BASIC LIFE SUPPORT EMERGENCY MEDICAL
SERVICES**



Prepared by: Sobel Han, LLP
Andrew B. Sobel, Esq.
Counsel to Monmouth County

**SHARED SERVICES AGREEMENT FOR MEDICAL SERVICES BETWEEN THE
COUNTY OF MONMOUTH AND THE BOROUGH OF MATAWAN**

THIS SHARED SERVICES AGREEMENT is made and entered into as of this ____ day of _____, 2026 (hereinafter referred to as the "Agreement") between the **COUNTY OF MONMOUTH**, a public body and politic of the State of New Jersey (hereinafter referred to as the "County"), located at the Monmouth County Office of Shared Services, Hall of Records Annex, First Floor, One East Main Street, Freehold, New Jersey 07728, **AND THE BOROUGH OF MATAWAN**, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Borough"), having its principal office at 201 Broad Street, Matawan, New Jersey, 07747, collectively referred hereinafter as the "Parties".

WITNESSETH:

WHEREAS, the Borough has requested the County to furnish Emergency Medical Services (hereinafter referred to as "EMS") and equipment to the BOROUGH or the immediate vicinity and the County can provide said services and equipment; and

WHEREAS, the County Agrees to provide its Emergency Medical Services and its equipment to the Borough twenty-four (24) hours a day, seven (7) days a week.

WHEREAS the County will work in conjunction with and have the full cooperation of the Borough's first responders and any private EMS providers, including but not limited to, the Borough's Police and Fire Departments, and its First Aid Squad; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes the County and the BOROUGH to do all acts and things which are necessary, convenient and/or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

WHEREAS, the Parties hereby desire to enter into this Agreement and set forth their rights and responsibilities for the provision of Emergency Medical Services under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other considerations between the Parties, the Parties do hereby mutually covenant and agree as follows:

1. SERVICES CONTEMPLATED

The County's services will therefore include, but not necessarily be limited to, the following:

- (a) Twenty-Four (24) hours a day, seven (7) days a week basis, of basic life support Emergency Medical Services.
- (b) The basic life support Emergency Medical Services to be provided shall be as defined in N.J.A.C. 8:40 et seq. and N.J.A.C. 8:40A et seq.
- (c) Services shall include both responding to calls for emergency medical assistance and providing medical transportation services. The amount and type of equipment and number of personnel actually furnished in response to any emergency call shall be determined solely by the County and its duly appointed agents, officers, directors, employees or subcontractors, consistent with the applicable provisions of N.J.A.C. 8:40-1.1 et seq.
- (d) The County shall make reasonable efforts to maintain reasonable emergency response times for the Service Area on a twenty-four (24) hours a day, seven (7) days a week basis.

- (e) If personnel and equipment are available, the County shall provide standby Emergency Medical Services at BOROUGH events and activities within the BOROUGH upon fourteen (14) days written notice of such request to the County by the BOROUGH at no additional cost. For purposes of this paragraph only, notice shall be provided to the County Director of Emergency Medical Services.

2. RESPONSIBILITIES OF THE COUNTY

2.01. During the term of this Agreement, the County will be designated the first due agency for responding to and providing all Emergency Medical Services and equipment for the Borough on a twenty-Four (24) hours a day, seven (7) days a week basis commencing on February 1, 2026.

2.02. The County will provide properly licensed personnel to carry out the necessary Emergency Medical Services needed by the BOROUGH.

2.03. All of the services mentioned under this Agreement will be provided in accordance with N.J.A.C. 8:40 et seq. and N.J.A.C. 8:40A et seq.

2.04. Those individuals providing Emergency Medical Services on behalf of the County to the BOROUGH will always remain County employees and under no circumstances will these individuals be considered BOROUGH employees. All personnel matters related to said individuals will remain a sole function of the County.

2.05. Those County employees providing Emergency Medical Services to the BOROUGH will utilize a County vehicle for travel and for responding to and providing Emergency Medical Services to the BOROUGH. The County vehicle will always be covered under appropriate insurance maintained by the County.

2.06. It is expressly understood that in the performance of the obligations undertaken pursuant to this Agreement, the County is an independent contractor with the sole right to supervise, manage, control and direct the provisions of the EMS. Further, the BOROUGH shall look to the County for performance only and shall have no right at any time to direct or supervise the County, its agents, officers, directors, employees, or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the Parties.

3. RESPONSIBILITIES OF THE BOROUGH

3.01. All base costs for the provision of the aforesaid Emergency Medical Services shall be billed directly to the patient, or his/her insurance carrier who receives said services. The BOROUGH shall not furnish any payments directly to the County for the provisions of these Emergency Medical Services.

3.02. When requested and necessary for the provision of Emergency Medical Services, the BOROUGH will provide to the County reasonable access to all documents, reports, inspections, audits, past files, and the like so the County may conduct the duties and responsibilities contained herein effectively and efficiently.

4. COSTS AND BILLING

4.01. To the extent that services rendered by the County may result in third-party billing, the billing shall be done by the County or the County's agent, and no part of the revenues from such billing shall be paid to the BOROUGH.

5. INSURANCE

5.01. At all times during the term of this Agreement, the County shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and

comprehensive general liability insurance with respect to the services as the County shall determine to be reasonably required. The County shall be obligated to pay for the costs of all such insurance. All such insurance policies shall name the County as the named insured and the BOROUGH as an additional insured.

6. GENERAL TERMS

6.01. **Formal Approvals.** This Agreement shall take effect upon the adoption of appropriate resolutions by the County and the BOROUGH and the execution of this Agreement.

6.02. **Term.** The term of this Agreement shall commence on February 1, 2026, and be in effect for five (5) calendar years effective through January 31, 2031 in accordance with N.J.S.A. 40A:11-15(21), unless this Agreement is terminated earlier as provided hereinafter.

6.03. **Termination.** Either party may terminate this Agreement at any time upon giving one hundred eighty (180) days written notice to the other party unless the Parties mutually agree to a shorter time period. At said time, the Parties shall determine the responsibilities of each party.

6.04. **Indemnification.** To the extent permitted by law, the County of Monmouth and the Borough of Matawan, shall indemnify, save, defend, and hold harmless each other, the Monmouth County Board of Commissioners, officers, successors, agents, employees, contractors, and servants and each and every one of them, against and from all suits, claims, and costs of every kind and description (including attorney's fees) and from any and all deaths, losses or damages to which the County of Monmouth and the Borough or any of its officials, officers, agents employees, contractors or servants may be put by reason of injury to person or property resulting from the sole negligence of the County or the Borough or any of its officials, officers, agents, employees, contractors or servants arising out of the performance of the County's or the Borough's responsibilities under this Agreement or through any negligent act or omission on the part of the County or the Borough or any of its officials, officers, successors, agents, employees, contractors and servants to the extent permitted pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

6.05. **Required Filing.** A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

6.06. **Compliance with Laws and Regulations.** The Parties agree that they each will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to their performance of the work described in this Agreement.

6.07. **Waiver.** No term or provision of the Agreement shall be deemed waived, and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.

6.08. **Dispute Resolution.** (a) In the event of any dispute under this Agreement, the Parties shall designate a mediator to assist the parties in resolving the dispute. In the event that the Parties cannot agree upon a mediator, the Parties shall request that the Assignment Judge of the Superior Court of New Jersey, Monmouth County Vicinage, designate such a mediator. The costs of the mediator shall be shared equally by the Parties.

6.09. **Entire Agreement.** This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the Parties relating to the subject matter of this Agreement. No promises, inducements or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understanding, discussions, negotiations, offers or judgment, or statements concerning the subject matter hereof. No amendment, modification or addendum shall be effective unless in writing dated subsequent to the date hereof and executed by all of the Parties.

The requirements for such a writing shall apply to any waiver of the requirement or a written modification pursuant to this Section and this is an essential term of this Agreement.

6.10. **Assignment.** Neither party shall assign this Agreement without prior written consent of the other party hereto.

6.11. **Non-Liability of Individuals.** No Commissioner, official, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, or amendment to this Agreement or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution or otherwise.

6.12. **Construction and Application of Terms.**

6.12.1. **Headings.** The section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

6.12.2. **Severability.** If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

6.12.3. **No Presumptions Against Drafting Party.** The Parties agree that any presumption or rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Agreement or any amendments, addenda or supplements hereto or any Appendices, Exhibits or Schedules hereto.

6.12.4. **Third-Party Beneficiaries.** This Agreement does not and shall not be construed to itself confer any rights whatsoever upon any person whatsoever, except the Parties, whether upon a theory of third-party beneficiary or otherwise.

6.12.5. **Relationship of the Parties.** Notwithstanding any other term or provision hereof, this Agreement does not confer upon either party the status of agent or representative of the other for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created.

6.13. **Notices.** All notices, requests, demands, and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight courier (e.g. Federal Express, UPS, Airborne Express, etc.) or if mailed simultaneously by regular mail and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addresses shall be changed by notice given pursuant to this Agreement, or by fax or email.

(a) Notices to the County shall be given to:
Monmouth County Office of Shared Services
Hall of records annex
Freehold, NJ 07728

With a copy of the notice sent to:
Monmouth County Sheriff's Office
2500 Kozloski Road
Freehold, NJ 07728

(b) Notices to the BOROUGH shall be given to:
Administrator
Borough of Matawan
201 Broad St.
Matawan, NJ 07747

6.14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall be deemed one and the same. Facsimiles of this Agreement including facsimile signatures shall be deemed the same as the original for all purposes.

6.15. **Governing Law/Jurisdiction.** This Agreement shall be governed under the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:9-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, Monmouth County Vicinage and consent to same.

6.16. **Recitals.** The recitals at the beginning of this Agreement are incorporated as if completely restated herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

ATTEST:	COUNTY OF MONMOUTH
_____ Thomas Arnone Monmouth County Board of Commissioners	By: _____ Teri O'Connor County Administrator
Approved as to Form _____ ANDREW SOBEL, ESQ. Special County Counsel	
THE BOROUGH OF MATAWAN	
_____ Joseph Altomonte Mayor	By: _____ Ryan Michelson Borough Administrator
Approved as to Form _____ Jonathan Cohen _____, ESQ. Borough Attorney	

RESOLUTION 26-01-53

**AUTHORIZING AWARD OF CONTRACT UNDER A
NATIONAL COOPERATIVE PURCHASING AGREEMENT**

**FURNISH AND DELIVER INSTRUMENTATION EQUIPMENT,
PARTS AND SUPPLIES TO THE PVSC WAREHOUSE FOR
A ONE (1) YEAR PERIOD**

**PASSAIC VALLEY SEWERAGE COMMISSION AND
PCS PUMP AND PROCESS, INC.**

SEWER SCADA SYSTEM FOR PUMP STATION MONITORING

WHEREAS, the Superintendent of the Department of Public Works has informed of the need for the purchase of a Sewer SCADA System for Pump Station Monitoring for the Department of Public Works for routine Borough maintenance and operations; and

WHEREAS, the Borough of Matawan is permitted to join national cooperative purchasing agreements under the authority of NJSA 52:34-6.2(b)(3) with said Passaic Valley Sewerage Commission's North Jersey Wastewater Cooperative Pricing System (NJWCPS), Cooperative Purchasing Membership approved with Borough of Matawan Resolution 23-05-07; and

WHEREAS, the Borough of Matawan has determined its beneficial participation in the NJWCPS Cooperative Purchasing, a municipal national contract agency, which establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of Uniform Municipal Contracting Law, for the purchase of said Water Meters; and

WHEREAS, the Borough of Matawan as Member of NJWCPS intends to participate in the NJWCPS Contract #B471-12 for Furnish and Deliver Instrumentation Equipment, Parts and Supplies to the PVSC Warehouse for a One (1) Year Period to purchase a Sewer SCADA System for Pump Station Monitoring said contract term is November 1, 2025 to October 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, the Council of the Borough of Matawan hereby awards the contract for the purchase of a Sewer SCADA System for Pump Station Monitoring from PCS Pump and Process, Inc. in the amount not to exceed Fifty-Eight Thousand, Three Hundred Eighty-Five Dollars and No Cents (\$58,385.00) as outlined in the attached Quotation #25-515-Rev.2 from PCS Pump and Process, Inc., 39 Plymouth Street, Unit H, Fairfield, New Jersey 07004 paid out of the Borough's Monmouth County Improvement Authority (MCIA) Line Item.

BE IT FURTHER RESOLVED, under the authority of NJAC 17:44-2.2, the vendor, PCS Pump and Process, Inc., shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment, and such records shall be made available to the New Jersey Office of the State Comptroller upon request.

BE IT FURTHER RESOLVED, by the Council of the Borough of Matawan that Eric, Frye, the Superintendent of the Department of Public Works, be and is hereby authorized as signatory on behalf of the Borough of Matawan.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Public Works as well as PCS Pump and Process, Inc. and Passaic Valley Sewerage Commission's North Jersey Wastewater Cooperative Pricing System.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Christopher Clinton, Deputy 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-900-172 (2025 Monmouth County Improvement Authority [MCIA]) Budget of the Borough of Matawan to PCS Pump and Process, Inc. for the purchase of a Sewer SCADA System for Pump Station Monitoring for the Borough of Matawan in an amount not to exceed Fifty-Eight Thousand, Three Hundred Eighty-Five Dollars and No Cents (\$58,385.00).

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.

Deputy Chief Financial Officer

Christopher Clinton, CMFO
Dated: January 20, 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 January 20, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk



November 25, 2025

Quotation # 25-515 – rev. 2

Borough of Matawan

Subject: Mission Communication M850 RTUs - Matawan.

PCS Pump & Process is pleased to offer the following equipment and services for your consideration.

PCS to provide several Mission Communications MyDro M850 RTUs + several pressure transducers and digital panel meters for Borough of Matawan.

Supply:

Ten (10) Mission MyDro M850 RTUs:

- NEMA 4X Enclosure.
- Real Time Alarm Callouts.
- Real Time Update of Analog Inputs (Two Minute Update Interval).
- Eight (8) Integral Digital Inputs.
- Two (2) Integral Analog Inputs.
- Three (3) Integral Form C Relays.
- 11' Antenna Cable, Antenna, Antenna Mounting Bracket.
- 5AH Battery.
- One (1) Year Cellular Service.

Five (5) MJK 7060 model PN 202985 Pressure Transducers:

- Non-hazardous area.
- 10-30 VDC power supply.
- 4-20mA Output.
- PP 60mm/2.36" Probe diameter.
- SST 316L Diaphragm.
- 33ft/10m sensor range.
- 39ft/12m PUR cable.

Five (5) MPC JR. Pump controller with retransmission of input 4-20 mA:

- IP66, UL Type 4X Enclosure.
- Two 4-digit, 7 segment 0.56" high LED's display.
- NEMA 4X Weatherproof Housings for Indoor/Outdoor Use (Clear window)

New account setup fee.

Training services (In person and Virtual training included).

Price: \$ 58,385.00

Optional Startup services at \$1,950.00 per day

Notes/Exclusions:

- Installation and Installation materials are excluded from this proposal.
- Submittals and O&M Manuals are excluded.
- Field wiring is excluded.
- No sales and use taxes are included, and will be charged or passed on as incurred and applicable. Customer to provide any applicable Sales and Use Tax Exemption Forms.

Freight:

- FOB Factory and Included.

Shipment:

- Shipment within two (2) weeks after receipt and acceptance of purchase order.

Terms:

- Net 30 Days after shipment/installation, subject to prior credit approval.
- Applicable taxes extra.

Let me know if you have any questions on the above proposal.

Regards,

Niko Marcou
PCS Pump & Process
Cell: (201) 952-1163
Email: NMarcou@PCSPump.com

ORDINANCE 26-01

AMENDING AND SUPPLEMENTING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MATAWAN CHAPTER 22 – WATER, SECTION 22 – RATES AND CHARGES, NEW SUBSECTION 22-2.5B – ADMINISTRATIVE APPROVAL OF PAYMENT PLANS TO AUTHORIZE THE BOROUGH ADMINISTRATOR TO APPROVE PAYMENT PLANS FOR WATER AND SEWER CHARGES IN CERTAIN EXTRAORDINARY CIRCUMSTANCES

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Matawan, County of Monmouth, State of New Jersey, that Chapter 22, Section 22, New Subsection 22-2.5B of the Code of the Borough of Matawan is hereby amended and supplemented as follows:

§22-2.5B – Administrative Approval of Payment Plans

a. Authorization Granted.

Notwithstanding any provision of this Code to the contrary, and subject to the limitations set forth herein, the Borough Administrator is hereby authorized to approve payment plans for water and sewer charges pursuant to §22-2.5A of this Code, without further action of the Mayor and Council, where the total amount subject to the payment plan does not exceed Two Thousand Dollars (\$2,000.00).

b. Extraordinary Circumstances Required.

The Borough Administrator may approve a payment plan under this section only upon a determination that the charges resulted from extraordinary and unforeseen circumstances beyond the reasonable control or dominion of the account holder, including but not limited to medical emergencies, unforeseen property damage, or system failures, consistent with the standards set forth in §22-2.5A.

c. Terms of Payment Plans.

Any payment plan approved pursuant to this section shall:

1. Provide for repayment in monthly installments.
2. Not exceed a repayment period of twelve (12) months.
3. Require the account holder to remain current on all ongoing water and sewer charges during the installment period.

d. Late Fees and Penalties.

Where justified by the extraordinary circumstances, the Borough Administrator may authorize the waiver of late fees or penalties associated solely with the charges subject to the approved payment plan, to the extent permitted by this Code. Nothing herein shall be construed to authorize the waiver or forgiveness of principal water or sewer charges.

e. Recordkeeping and Oversight.

The Borough Administrator shall maintain appropriate written records of all payment plans approved pursuant to this section and shall report such approvals to the Mayor and Council upon request or as part of regular administrative reporting.

f. No Limitation on Governing Body Authority.

Nothing in this section shall be construed to limit the authority of the Mayor and Council to approve payment plans exceeding \$2,000.00 or to address unique or exceptional circumstances by separate resolution or ordinance.

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:
Passed:
Adopted:

Honorable Joseph Altomonte, Mayor

CERTIFICATION OF ORDINANCE

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

ORDINANCE 26-02

AMENDING ORDINANCE 20-07

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

CHAPTER 15 – PROPERTY MAINTENANCE

ARTICLE I – SECTION 15-2

**MAINTENANCE OF VACANT PROPERTIES, STRUCTURES
REGISTRATION REQUIREMENTS AND FEES**

TO UPDATE AND ENHANCE VACANT PROPERTY REGULATIONS

WHEREAS, the Borough of Matawan recognizes the negative impacts that prolonged vacancies, including storefronts and other commercial properties, have on the health, safety, and economic vitality of the community; and

WHEREAS, maintaining vacant buildings and storefronts in a safe, clean, and aesthetically appropriate conditions is necessary to protect the character of neighborhoods, support business districts and prevent blight; and

WHEREAS, escalating registration fees for prolonged vacancies and the establishment of clear maintenance standards serve as effective tools to incentivize the timely rehabilitation and reuse of properties; and

WHEREAS, the Borough seeks to align its vacant property policies with best practices adopted by neighboring municipalities to strengthen enforcement, enhance transparency, and promote property reuse.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Matawan, County of Monmouth, State of New Jersey, that Chapter 15, Section 2 of the Borough of Matawan Code shall be amended and supplemented as follows:

**§15-2 MAINTENANCE OF VACANT PROPERTIES, STRUCTURES
REGISTRATION REQUIREMENTS AND FEES**

§15-2.1 Definitions

As used in this Chapter, the following terms shall have the meanings indicated:

OWNER

Shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity subject to the provisions of, or any other entity determined by the Borough of Matawan to have authority to act with respect to the property.

VACANT PROPERTY

~~Shall mean any building or structure~~ Any building, structure or storefront intended for or having an existing commercial, industrial, mixed-use, single or multifamily residential use, and which is not legally occupied or at which substantially all lawful commercial, business, construction operations or residential occupancy has ceased for a period of 90 consecutive days, or said structure is in such condition that it cannot legally be occupied without repair, renovation, or rehabilitation; provided, however, that any property that contains all building systems or components in working order and is being actively marketed by its owner for sale or rental, shall not be deemed vacant. Property determined to be "abandoned property" in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., which shall include commercial, industrial, single or

multifamily, or mixed-use residential structures are deemed to be vacant property for the purposes of this section. However, the owner or owner's agent shall maintain and secure the property even if the property, building, or structure has been placed for sale or rental until such time as the property, building, or structure is sold or rented and occupied.

§15-2.2 General Requirements

- a. Effective upon the adoption of this Ordinance, the owner of any vacant property or structure as defined herein shall within 60 days after the building or structure becomes vacant property or within 30 days after assuming ownership of the vacant property or structure, whichever is later, file a registration statement for each such vacant property or structure with the Property Maintenance Officer or any other designated Borough Representative on forms provided by the Borough of Matawan for such purposes. The registration shall remain valid for one year from the date of registration. The owner shall be required to renew the registration annually as long as the building or structure remains vacant property and shall pay a registration or renewal fee in the amount prescribed in §15-2.4 of this section for each vacant property registered.
- b. Any owner of any building that meets the definition of "vacant property" prior to the effective date of this section shall file a registration statement for that property on or before September 1, 2020. The registration statement shall include the information required under the appropriate subsection of this section as well as any additional information that the Borough may reasonably require.
- c. The owner shall notify the Property Maintenance Officer or any other designated Borough Representative within 30 days of any change in the registration information by filing an amended registration statement on a form provided by the Borough for such purpose. Upon any transfer of title or change of ownership, the new owner of the vacant property shall be assessed an initial registration fee in the amount of \$500.00 as a new owner.
- d. The registration statement shall be deemed an official record and business record in any administrative enforcement proceeding or court proceeding instituted by the Borough of Matawan against the owner, owners, or other responsible parties responsible for the building or structure.

§15-2.3 Registration Statement Requirements; Property Inspection

After filing a registration statement or a renewal of a registration statement, the owner of any vacant property or structure shall provide access by the Borough's agent or representative to conduct an exterior and interior inspection of the building to determine compliance with the Municipal Code, following reasonable notice, during the period covered by the initial registration or any subsequent renewal. Owners shall allow Borough representatives access to both interior and exterior areas of the property for inspection purposes upon 72 hours' written notice. Inspections shall occur on weekdays between 9:00 AM and 4:00 PM, unless otherwise agreed.

- a. The registration statement shall include the name, street address and telephone number of a person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner or owners in connection with the enforcement of any applicable code. This person must maintain an office in the State of New Jersey. The statement shall also include the name of the person responsible for the maintenance and security of the property, if different.
- b. An owner who is a person who meets the requirements of this section as to location of residence or office may designate him or herself as agent.
- c. By designating an authorized agent under the provisions of this section, the owner or designated agent consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to

consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the Borough's agent or representative of a change of authorized agent or until the owner files a new annual registration statement. The designation of an authorized agent in no way releases the owner from any requirement of this Ordinance.

§15-2.4 Fee Schedule

The initial registration fee for each building shall be five hundred (\$500.00) dollars. The fee for the first renewal is one thousand (\$1,000.00) dollars, and the fee for the second renewal is one thousand five hundred (\$1,500.00) dollars. The fee for any subsequent renewal beyond the second renewal is two thousand (\$2,000.00) dollars.

Vacant Property / Building Registration Fee Schedule

Initial registration	\$ 500.00
First renewal	\$1,000.00
Second renewal	\$1,500.00
Any subsequent renewal	\$2,000.00

- **Single-family residential properties:**

<u>Initial Registration Fee</u>	<u>\$250.00</u>
<u>First Renewal Fee</u>	<u>\$500.00</u>
<u>Second Renewal Fee</u>	<u>\$1,000.00</u>
<u>Each Subsequent Renewal</u>	<u>\$2,000.00</u>

- **All other properties (commercial, industrial, multi-family, mixed-use, and storefronts):**

<u>Initial Registration Fee</u>	<u>\$500.00</u>
<u>First Renewal Fee</u>	<u>\$1,500.00</u>
<u>Second Renewal Fee</u>	<u>\$3,000.00</u>
<u>Each Subsequent Renewal</u>	<u>\$5,000.00</u>

§15-2.5 Requirements for Owners of Vacant Property

The owner, owners, or the authorized agent of any building that has become or is a vacant property, and any person maintaining, operating or collecting rent for any such building that has become vacant shall, within 30 days:

- Enclose and secure the building against unauthorized entry as provided in the applicable provisions of the State of New Jersey and the Borough of Matawan, or as set forth in rules and regulations adopted by the Borough of Matawan to supplement those codes; and
- Post a permanent laminated or protected sign in a form specified by the Borough agent or representative and affixed to the building indicating the name, address and telephone number of the owner, the owner's authorized agent for the purpose of service of process, and the person responsible for day-to-day supervision and management of the building, if such person is different from the owner holding title or authorized agent. The sign shall be of a size and placed in such a location so as to be legible from the nearest public street or sidewalk, whichever is nearer, but shall be no smaller than 18 inches x 24 inches. The sign shall be professional made and printed (no handwritten signs will be permitted).
- Secure the building from unauthorized entry and maintain the sign until the building is again legally occupied or demolished or until repair or rehabilitation of the building is complete.
- Maintain exterior grounds, including sidewalks, alleys, driveways, and visible storefront areas, in a clean, safe, and well-kept condition.
- Maintain vacant storefronts so that windows are clear, clean, and free of debris. If the interior is visible from the public right-of-way, it must be kept broom-clean and free of clutter or trash.

- f. Install a temporary window display or attractive window covering to maintain aesthetic appearance where a storefront is vacant.

§15-2.6 Administration

The Borough of Matawan may issue rules and regulations for the administration of the provisions of this section as it deems necessary.

§15-2.7 Violations and Penalties

- a. Any owner who is not in full compliance with this section or who otherwise violates any provision of this section or of the rules and regulations issued hereunder shall be in addition to the payment of the prescribed licensing fee, be subject to a fine of not less than \$200.00 and not more than ~~\$1,000.00~~ \$2,000.00 for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this section shall be recoverable from the owner and shall be a lien on the property and all such legal fees associated with any reasonable cost recoverable from the owner as well.
- b. For purposes of this section, failure to file a registration statement in time, failure to provide correct information on the registration statement, failure to comply with the provisions of §15-2.2 through and including §15-2.5 of this chapter, or such other matters as may be established by the rules and regulations of the Borough of Matawan, shall be deemed to be violations of this ordinance.
- c. Nothing in this section is intended to nor shall be read to conflict or prevent the Borough of Matawan from taking action against owners of building or structures found to be unfit for human habitation or are unsafe structures as provided in applicable provision of the Code of the Borough of Matawan, including but not limited to provisions of the State or Borough Building or Property Maintenance codes. Further, any action taken under any such code provision other than the demolition of a structure shall relieve an owner from its obligations under this ordinance.
- d. This Ordinance shall take effect immediately upon final passage and publication and in accordance with the laws of the State of New Jersey.
- e. The administration of this section shall be under the authority of the Property Maintenance Officer of the Borough of Matawan.
- f. Any creditor filing a foreclosure complaint shall register the property or storefront if it becomes vacant and shall be subject to all maintenance obligations and penalties set forth in this section. A creditor's failure to comply shall be subject to enforcement, including fines of up to \$1,500.00 per day for each violation. Such fines shall be recoverable from the creditor and shall constitute a lien on the property.

§15-2.8 Waiver of Fees (New Section)

The Borough Administrator may waive registration fees for good cause shown, including, but not limited to:

1. Demonstrated active marketing efforts verified by a licensed real estate professional;
2. Full compliance with all Borough codes;
3. Payment of all other outstanding municipal fees.

Introduced:
Passed:
Adopted:

Honorable Joseph Altomonte, Mayor

CERTIFICATION OF ORDINANCE

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

ORDINANCE 26-03

BOND ORDINANCE PROVIDING FOR VARIOUS PARK AND RECREATION IMPROVEMENTS FOR TERHUNE PARK BY THE BOROUGH OF MATAWAN, APPROPRIATING \$775,000 THEREFOR, INCLUDING GRANT FUNDS IN THE AMOUNT OF \$180,908 EXPECTED TO BE RECEIVED, AND AUTHORIZING THE ISSUANCE OF \$738,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

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

Section 1. The improvements or purposes described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the Borough of Matawan, a municipal corporation of the State of New Jersey (the "Borough") as a general improvement. For the improvements or purposes described in Section 3 of this bond ordinance, there is hereby appropriated the sum of \$775,000, including a Municipal Open Space Grant in the amount of \$180,908 expected to be received from the County of Monmouth, and the sum of \$37,000 as the required down payment for the improvements or purposes required by the Local Bond Law. The down payment is now available by virtue of the provision for a down payment for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$738,000 pursuant to the Local Bond Law. In anticipation of the issuance of bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements or purposes hereby authorized for which bonds or notes are to be issued are for the purchase and installation of various park, playground and recreation improvements for Terhune Park (as set forth in greater details in the plans or specifications on file in the Borough's offices), and all work and materials necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 of this bond ordinance.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation stated in Section 1 of this bond ordinance

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

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

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

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

(b) The period of usefulness of the improvement or purpose described in Section 3 of this bond ordinance, computed on the basis of the amount of obligations authorized for the improvement or purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 15 years.

(c) An aggregate amount not exceeding \$150,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost of the improvement or purpose set forth in Section 3 of this bond ordinance.

(d) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and submitted to the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough is increased by \$738,000 (the amount of the authorization of the obligations provided for in this bond ordinance). The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

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

Section 8. This bond ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the improvements described in Section 3 hereof prior to the date that the Borough incurs debt obligations under this bond ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of bonds or notes expected to be issued for payment of the costs of the Improvements is \$738,000.

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

Introduced:

Passed:

Adopted:

Honorable Joseph Altomonte, Mayor

CERTIFICATION OF ORDINANCE

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

ORDINANCE 26-04

ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF MATAWAN AUTHORIZING THE ACQUISITION BY NEGOTIATION OF REAL PROPERTY LOCATED AT 138 MAIN STREET DESIGNATED AS BLOCK 25, LOT 6 ON THE TAX MAP OF THE BOROUGH OF MATAWAN

WHEREAS, Local Lands and Buildings Law, *N.J.S.A. 40A:12-5, et seq.*, as amended, authorizes municipalities to acquire any real property by purchase, gift, devise, lease, exchange, condemnation, or installment purchase agreement; and

WHEREAS, Ross Maghan, Jr. and Barbara J. Maghan, the owners of record (“Seller”), have expressed interest in selling to the Borough of Matawan for the Borough to acquire property located at 138 Main Street, Borough of Matawan also known as Block 25, Lot 6 on the official Tax Map of the Borough of Matawan (the “Property”); and

WHEREAS, the Borough and the Seller have begun to engage in negotiations, but have not finalized the sale of the Property; and

WHEREAS, the Governing Body of the Borough of Matawan hereby has determined that it is in the public interest to acquire the Property for municipal purposes; and

WHEREAS, the Governing Body desires to formally authorize the acquisition of the Property and the title thereto.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of Borough of Matawan, County of Monmouth, State of New Jersey as follows:

1. **RECITALS INCORPORATED**: The above recitals are incorporated into this section of the Ordinance as if specifically set forth at length herein.
2. **FINDINGS**: The Mayor and Council find that it is in the best interests of the Borough to acquire the Property known as 138 Main Street – Block 25, Lot 6 – on the official Tax Map of the Borough of Matawan.
3. **AUTHORIZE ACQUISITION OF PROPERTY**: The Mayor and Council of the Borough of Matawan hereby authorize any and all necessary and appropriate actions by municipal officials including the Mayor, Municipal Clerk and Municipal Attorney, for acquiring the Property as set forth herein through negotiation and purchase, including, but not limited to, the hiring of any experts, engaging the services of land surveyors, title insurance companies, appraisers, and any other professional whose services are necessary or appropriate to implement the purposes of this Ordinance.
4. **OFFICIALS AUTHORIZED**: All appropriate officials of the municipality, including, but not limited, to the Mayor, Municipal Clerk, Municipal Attorney, and any and all experts or others acting on behalf of the Borough are authorized by this Ordinance to sign any and all documentation and take any and all action necessary to effectuate the purposes and intention of this Ordinance.
5. **REPEALER**: All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency only.
6. **SEVERABILITY**: If any section, paragraph, subdivision, subsection, clause, or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, subsection, clause, or provision declared invalid and the remainder of this Ordinance shall remain in full force and effect and shall be enforceable.
7. **EFFECTIVE DATE**: This Ordinance shall take effect immediately upon final adoption and publication as required by law.

Introduced:
Passed:
Adopted:

Honorable Joseph Altomonte, Mayor

CERTIFICATION OF ORDINANCE

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

ORDINANCE 26-05

ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF MATAWAN AUTHORIZING THE ACQUISITION BY NEGOTIATION OF REAL PROPERTY DESIGNATED AS RAVINE DRIVE – BLOCK, LOT 5 ON THE TAX MAP OF THE BOROUGH OF MATAWAN

WHEREAS, Local Lands and Buildings Law, *N.J.S.A. 40A:12-5, et seq.*, as amended, authorizes municipalities to acquire any real property by purchase, gift, devise, lease, exchange, condemnation, or installment purchase agreement; and

WHEREAS, Ross W. Maghan Agency, the owner of record (“Seller”), has expressed interest in selling to the Borough of Matawan for the Borough to acquire property located at Ravine Drive, Borough of Matawan also known as Block 28, Lot 5 on the official Tax Map of the Borough of Matawan (the “Property”); and

WHEREAS, the Borough and the Seller have begun to engage in negotiations, but have not finalized the sale of the Property; and

WHEREAS, the Governing Body of the Borough of Matawan hereby has determined that it is in the public interest to acquire the Property for municipal purposes; and

WHEREAS, the Governing Body desires to formally authorize the acquisition of the Property and the title thereto.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of Borough of Matawan, County of Monmouth, State of New Jersey as follows:

1. **RECITALS INCORPORATED**: The above recitals are incorporated into this section of the Ordinance as if specifically set forth at length herein.
2. **FINDINGS**: The Mayor and Council find that it is in the best interests of the Borough to acquire the Ravine Drive Property known as Block 28, Lot 5 on the official Tax Map of the Borough of Matawan.
3. **AUTHORIZE ACQUISITION OF PROPERTY**: The Mayor and Council of the Borough of Matawan hereby authorize any and all necessary and appropriate actions by municipal officials including the Mayor, Municipal Clerk and Municipal Attorney, for acquiring the Property as set forth herein through negotiation and purchase, including, but not limited to, the hiring of any experts, engaging the services of land surveyors, title insurance companies, appraisers, and any other professional whose services are necessary or appropriate to implement the purposes of this Ordinance.
4. **OFFICIALS AUTHORIZED**: All appropriate officials of the municipality, including, but not limited, to the Mayor, Municipal Clerk, Municipal Attorney, and any and all experts or others acting on behalf of the Borough are authorized by this Ordinance to sign any and all documentation and take any and all action necessary to effectuate the purposes and intention of this Ordinance.
5. **REPEALER**: All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency only.
6. **SEVERABILITY**: If any section, paragraph, subdivision, subsection, clause, or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, subsection, clause, or provision declared invalid and the remainder of this Ordinance shall remain in full force and effect and shall be enforceable.
7. **EFFECTIVE DATE**: This Ordinance shall take effect immediately upon final adoption and publication as required by law.

Introduced:
Passed:
Adopted:

Honorable Joseph Altomonte, Mayor

CERTIFICATION OF ORDINANCE

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, and State of New Jersey, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Council of the Borough of Matawan on _____, 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 26-01-54

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.

Forthcoming from Finance Office

Current	\$
Water/Sewer	\$
Borough Capital	\$
Grant	\$
Borough Trust	\$
Developers Escrow Account	\$
Recreation Trust	\$
Unemployment	\$
Total	\$

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 January 20, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk

RESOLUTION 26-01-55

EXECUTIVE SESSION RESOLUTION

WHEREAS, the Open Public Meetings Act, PL 1975, Chapter 231, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist; and

WHEREAS, the Governing Body wishes to discuss:

- Contracts
- Litigation

WHEREAS, minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.

NOW, THEREFORE, BE IT RESOLVED that the public be excluded from this meeting.

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 January 20, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 20th day of January, 2026.

Karen Wynne, RMC
Municipal Clerk