

**AGENDA
COUNCIL MEETING
FEBRUARY 7, 2024**

**140 NORTH BROADWAY
SOUTH AMBOY, NJ 08879**

6:00 P.M.

1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT
2. OPENING PRAYER AND SALUTE TO THE FLAG
3. ROLL CALL: CONRAD_____, DATO_____, McLAUGHLIN_____, REILLY_____, GROSS_____
4. CERTIFICATION OF MEETING BY COUNCIL PRESIDENT

CONSENT AGENDA:

The following items are considered to be routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items unless a Council member so requests. In this event, the item will be removed from the Consent Agenda and considered in the normal sequence of the Agenda.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution NO. 24-060 through NO. 24-063 are hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

- | | |
|------------|--|
| NO. 24-060 | A RESOLUTION FOR THE ACCEPTENCE AND ADOPTION OF THE STANDARD OPERATING PROCEDURES (SOP) FOR LONG TERM EXEMPTION LAW AGREEMENTS FOR PAYMENTS IN LIEU OF TAXES (PILOT'S) |
| NO. 24-061 | RESOLUTION AUTHORIZING TAX EXEMPTION OF VETERAN – GARNETT |
| NO. 24-062 | RESOLUTION AUTHORIZING REFUND OF TAX OVERPAYMENT – VILLIG |
| NO. 24-063 | RESOLUTION AUTHORIZING A REFUND OF MISCELLANIOUS PAYMENT – BRYAN E NUNEZ MONEGRO |

RESOLUTION NO. 24-064

APPROVAL AND RELEASE OF MINUTES

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby approve and release the Council Minutes of the January 3, 2024 Council Meeting.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 24-064 is hereby approved. **SECONDED by:** _____ **ROLL CALL VOTE:**

RESOLUTION NO. 24-065

APPROVAL OF BILL LIST

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated January 11, 2024, as presented by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that the bill list be appended to the official minutes.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 24-065 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

ORDINANCE

INTRODUCTION/FIRST READING

ORDINANCE 2024-03

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

MOVED by: _____, that Ordinance #2024-03 be introduced on first reading and advertised for second reading which is scheduled for the March 6, 2024 meeting. **SECONDED by:** _____, **ROLL CALL VOTE:**

ORDINANCE 2024-04

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 1036 ENTITLED "PARKING AND TRAFFIC REGULATIONS FOR THE CITY OF SOUTH AMBOY" IN THE COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY -ADDITION OF 15 MINUTE PARKING SIGNS

MOVED by: _____, that Ordinance #2024-04 be introduced on first reading and advertised for second reading which is scheduled for the March 6, 2024 meeting. **SECONDED by:** _____, **ROLL CALL VOTE:**

ADOPTION/SECOND READING

ORDINANCE 2024-01

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 1036 ENTITLED "PARKING AND TRAFFIC REGULATIONS FOR THE CITY OF SOUTH AMBOY" IN THE COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY -REMOVE 230 B JOHN ST. AND 138 B AUGUSTA ST.

OPEN PUBLIC
CLOSE PUBLIC

MOVED by: _____, of the Council of the City of South Amboy, that Ordinance #2024-01 is hereby adopted. **SECONDED by:** _____ **ROLL CALL VOTE:**

ORDINANCE 2024-02

AN ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTIES LOCATED AT 119 AND 131 SOUTH BROADWAY FOR PUBLIC USE.

OPEN PUBLIC
CLOSE PUBLIC

MOVED by: _____, of the Council of the City of South Amboy, that

Ordinance #2024-02 is hereby adopted.

SECONDED by: _____ **ROLL CALL VOTE:**

COMMENTS:

PUBLIC COMMENTS:

RESOLUTION NO. 24-066

AUTHORIZATION TO MOVE INTO AN EXECUTIVE SESSION

WHEREAS, Section 8 of the Open Public Meetings Act (N.J.S.A. 10:4-12(b) (1-9) permits the exclusion of the public from a meeting in certain circumstances;

WHEREAS, the Council is of the opinion that such circumstances exist.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Amboy, County of Middlesex and State of New Jersey, as follows:

1. The general nature of the subject matters to be discussed is as follows:

Personnel
2. It is anticipated at this time that the above stated subject matters will be made public when the matters are concluded or as soon thereafter as it is deemed to be in the public interest to do so.
3. This Resolution shall take effect immediately.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution NO. 24-066 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

ADJOURNMENT

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 24-060

A RESOLUTION FOR THE ACCEPTENCE AND ADOPTION OF THE STANDARD OPERATING PROCEDURES (SOP) FOR LONG TERM EXEMPTION LAW AGREEMENTS FOR PAYMENTS IN LIEU OF TAXES (PILOT'S)

WHEREAS, the City of South Amboy has entered Long Term Exemption Law Agreements for Payments in Lieu of TAXES (PILOT's) with certain Developers; and,

WHEREAS, the City had conducted an agreed upon procedures examination of such PILOT agreements to recalculate the proceeds due the City and assist with creating Standard Operating Procedures; and

WHEREAS, the Standard Operating Procedures shall describe various procedures needed to administer the terms of these PILOT agreements.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of South Amboy, in the County of Middlesex, State of New Jersey hereby accepts and adopts the document entitled Standard Operating Procedures for Long Term Exemption Law Agreements for Payments in Lieu of Taxes (PILOT'S).

**City of South Amboy
Standard Operating Procedures
Long Term Exemption Law
Payments in Lieu of Taxes (PILOT's)**

Record Keeping Procedures

- The City's Chief Financial Officer (CFO) shall maintain a file on each PILOT the City enters into.
- The File shall contain a minimum of the following documents:
 1. The original fully executed PILOT agreement.
 2. All annual audits required from inception, to be filed by the entity, or its successor receiving the tax exemption. Audits shall be obtained by the CFO within ninety (90) days after the close of each calendar year.
 3. All invoices prepared by the City pertaining to the Entity's quarterly Annual Service Charge (ASC) and administrative fee, and any invoices or refund documentation relating to the Annual true up based upon the Entity's annual audit, if applicable.
 4. Any and all other related financial documents directly related to the respective entity's PILOT.

Annual Service Charge Procedures

- The CFO will calculate the estimated quarterly ASC and administrative fee for the current year for the due dates of May 1, August 1 and November 1 of the current year and the February 1 of the succeeding year based upon the prior year audit of the entity. Invoices will be prepared by the CFO and mailed to the respective entity by April 15 of the current year.
- The CFO and City Auditor will calculate the "true up" annually for the prior year for each entity. The "true up" will calculate the actual ASC and administrative fee based upon the submitted entity's audit versus the actual amounts paid by the entity for the four quarterly payments received by the City. If the true up results in an underpayment by the entity, the CFO will prepare an invoice and bill the entity. If the true up results in an overpayment by the entity, the entity will be notified and will receive a refund from the City.

- The CFO will verify all ASC's are received by the 10th day after the due date. The CFO will send delinquent notices to the entity for any delinquent payments and bill the entity for interest at the highest rate of interest permitted as in the case of unpaid taxes or tax liens on the property and land until paid.
- The CFO will process all payments received from the entity for the ASC and administrative fee and properly post all payments to the respective revenue ledger, cash receipts ledger and respective PILOT ledger.
- The CFO will promptly notify the City Administrator of any delinquent invoiced ASC invoices.
- For all applicable PILOT agreements, the CFO will calculate the five percent (5%) portion of each entities amount due to the County of Middlesex for the respective calendar year. The CFO will prepare a voucher for the payment of the said amount and present it to the City Council for approval.

RESOLUTION NO. 24-061

RESOLUTION AUTHORIZING TAX EXEMPTION OF VETERAN - GARNETT

WHEREAS, William Garnett is the owner of premises situated at and known as 528 John St, and designated as Block 78 Lot 23 on the official Tax Map of the City of South Amboy; and

WHEREAS, under the provisions of NJSA 54:4-3.30 (as amended) the dwelling house and lot of a veteran declared to be 100% permanently disabled is exempted from taxation; and

WHEREAS, William Garnett was declared 100% disabled veteran; and

WHEREAS, William Garnett has filed with the Tax Assessor of the City of South Amboy a claim for Property Tax Exemption by Disabled Veteran and said application has been approved by the Tax Assessor of the City effective June 20, 2023; and

WHEREAS, the taxes assessed against said premises for the year 2023 in the amount of \$4209.43 and the 1st quarter 2024 in the amount of \$1906.10, for a total refund \$6115.53 and

WHEREAS, a copy of the declaration from the Department of Veterans Affairs confirming the 100% permanently disabled status be filed with this resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of South Amboy that the Chief Financial Officer of the City of South Amboy is hereby authorized and directed to refund the taxes for 2023 & 2024 in the amount of \$6115.53 and the Tax Collector is hereby authorized to cancel taxes 2nd quarter 2024 in the amount of \$1906.10.

BE IT FURTHER RESOLVED, under and by virtue of NJSA 54:4-3.30 that the property known as Block 78, Lot 23 on the tax map of the City of South be and the same is hereby declared to be exempt from taxation from and after June 20, 2023.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX:**

RESOLUTION NO. 24-062

RESOLUTION AUTHORIZING REFUND OF TAX OVERPAYMENT - VILLIG

WHEREAS, an overpayment of \$446.28 was made by Steven Villig for sewer user fees on account 99972097-0, 352 Second St, City of South Amboy, County of Middlesex, Block 67 Lot 6; and

WHEREAS, the tax collector has certified the above payment has been made and on file in the tax collector's office; and

WHEREAS, Steven Vili has requested a refund; and

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of South Amboy, Middlesex County, New Jersey, that the Chief Financial Officer be and the same is hereby authorized to issue a check to Steven Villig in the amount of \$446.28 and the tax collector authorized to adjust sewer account 99972097-0.

Steven Villig
352 Second St
South Amboy, NJ 08879

RESOLUTION NO. 24-063

**RESOLUTION AUTHORIZING A REFUND OF MISCELLANIOUS PAYMENT –
BRYAN E NUNEZ MONEGRO**

WHEREAS, a payment was made by Bryan E Nunez Monegro for marriage ceremony to be performed by Mayor Henry on January 31, 2024; and

WHEREAS, due to unforeseen circumstance Mayor Henry canceled the marriage ceremony; and

WHEREAS, Bryan E Nunez Monegro paid the customary fee of \$100.00; and

WHEREAS, Bryan E Nunez Monegro has requested a refund of the marriage fee; and

WHEREAS, the tax collector has certified the above payment has been made.

NOW, THEREFORE be it resolved, by the Governing Body of the City of South Amboy, Middlesex County, New Jersey, that the Chief Financial Officer be and the same is hereby authorized to issue a check of in the amount of \$100.00 to Bryan E Nunez Monegro.

Bryan E Nunez Monegro
215 S Pine Ave
South Amboy, NJ 08879

MINUTES FOR COUNCIL MEETING JANUARY 17, 2024

The Meeting was called to order by City Clerk, Deborah Brooks at 7:00 P.M. The City Clerk read the Opening Prayer, all recited the Pledge of Allegiance and roll call was taken.

PRESENT: Councilman Reilly, Councilman Conrad, and Council President Gross (via phone-in).

ALSO PRESENT: Mayor Fred A. Henry, Dan Balka, CFO, Deborah Brooks, City Clerk, Mark Rasimowicz, City Engineer and Francis Womack, Director of Law

The Clerk read the Certification of Meeting Notice.

CONSENT AGENDA:

The following items are considered to be routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items unless a Council member so requests. In this event, the item will be removed from the Consent Agenda and considered in the normal sequence of the Agenda.

MOVED by: Mr. Conrad of the Council of the City of South Amboy, that Resolution NO. 24-054 through NO. 24-056 are hereby approved. **SECONDED by:** Mr. Reilly. **ROLL CALL VOTE:** All in favor.

NO. 24-054 MUNICIPAL RESOLUTION IN SUPPORT OF ASSEMBLY BILL NO. 4536/SENATE BILL NO. S304 TO ESTABLISH MINIMUM REGISTERED PROFESSIONAL NURSE STAFFING STANDARDS

NO. 24-055 APPOINTMENT OF CONSTRUCTION OFFICIAL AND SUBCODE OFFICIALS

NO. 24-056 RESOLUTION APPOINTING ALEXIS KORSACK TO THE GREEN TEAM AS YMCA REPRESENTATIVE

RESOLUTION NO. 24-057
APPROVAL AND RELEASE OF MINUTES

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby approve and release the Council Minutes of the January 3, 2024 Council Meeting.

MOVED by: Mr. Conrad of the Council of the City of South Amboy, that Resolution No. 24-057 is hereby approved. **SECONDED by:** Mr. Reilly **ROLL CALL VOTE:** All in favor.

RESOLUTION NO. 24-058
APPROVAL OF BILL LIST

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated January 10, 2024, as presented by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that the bill list be appended to the official minutes.

MOVED by: Mr. Conrad of the Council of the City of South Amboy, that Resolution No. 24-058 is hereby approved. **SECONDED by:** Mr. Reilly. **ROLL CALL VOTE:** All in favor.

ORDINANCE

INTRODUCTION/FIRST READING

ORDINANCE 2024-01

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 1036 ENTITLED "PARKING AND TRAFFIC REGULATIONS FOR THE CITY OF SOUTH AMBOY" IN THE COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY –REMOVE 230 B JOHN ST. AND 138 B AUGUSTA ST.

MOVED by: Mr. Conrad, that Ordinance #2024-01 be introduced on first reading and advertised for second reading which is scheduled for the February 7, 2024 meeting.

SECONDED by: Mr. Reilly, **ROLL CALL VOTE: Ayes: Conrad, Reilly Gross Absent: Dato McLaughlin**

ORDINANCE 2024-02

AN ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTIES LOCATED AT 119 AND 131 SOUTH BROADWAY FOR PUBLIC USE

MOVED by: Mr. Conrad, that Ordinance NO. 2024-02 be introduced on first reading and advertised for second reading which is scheduled for the February 7, 2024 meeting.

SECONDED by: Mr. Reilly, **ROLL CALL VOTE: Ayes: Conrad, Reilly, Gross Absent: Dato McLaughlin**

COMMENTS:

Mr. Conrad:

- Noted he was happy to have passed the Resolution supporting the nurses and that he had heard the resolution had been reintroduced in Trenton. Hopefully there is a light at the end of the tunnel.
- Thanked the Fire Department and First Aid volunteers and their families for their continued support.
- Reported that the reports from the food pantries are indicating a growing need for services. First Presbyterian has done an excellent job serving the needs of the community. If you know anyone that is in need please direct them to the food pantries.
- Reported that legislation was signed by the Governor and Assemblyman Coughlin to increase access to school provided breakfasts.
- Noted that we just celebrated Martin Luther King on the 15th – a somber but important legacy. We should all emulate his non-violent methods.
- Stated he was happy with the upcoming purchase of the Pidgeon Palace as it has been an ongoing eyesore. He is looking forward to the purchase helping with parking issues.

Mr. Reilly:

- Thanked the first responders and food pantry volunteers for their continued work and noted Mr. Herdman's report indicated that the number of families participating in the food bank is very large and the City still needs the continued generosity of its citizens and thanked Wakefern, Stop & Shop, Aldi and FedEx for their donations. He thanked Mary Porcello and Rocky Cusack for their continued support and hard work.
- Sent his condolences to the families of Gerard Pizzillo, Kathy Vigilante and Raymond "Butch" Tomaszewski
- Agreed with the comments Mary Szaro had made at the last meeting that it is important for there to be monthly feedback from SARA and the Planning Board.
- Stated he was happy that the Council had supported the nurses in passing the Resolution in support of staffing limits – "We heard you."
- Noted he is extremely happy we introduced Ordinance 24-02 to purchase the two properties which have been such an eyesore and is looking forward to putting the space to good use – perhaps for parking.

Mayor Henry:

- Stated that in introducing Ordinance 24-02 the City was solving a longtime problem, after working with the owner for some time the two properties were bundled and an offer was accepted. This will mean big progress for the Downtown area.
- Sent his condolences to the families of Gerard Pizzillo, Kathy Vigilante and Raymond "Butch" Tomaszewski noting he had taught with Mr. Tomaszewski and know Mr. Pizzillo since grade school. Additionally, he sent his condolences to the families of Fire Chief Timothy Gay and Library Director Elaine Gaber.
- Welcomed new police officers Marcus Nunez and Kyle Gasiewski noting they are sure to be fine additions to the department.
- Reported that South Amboy was mentioned in an article in the News Tribune as an up and coming transit village.
- Reported that the Governor and Assemblyman Coughlin signed new anti-hunger legislation into effect yesterday and that the Governor had commended the DPW on doing such a good job clearing the roads after the snow storm enabling them to safely get to the City.

PUBLIC COMMENTS:

Mary Szaro, 370 Fifth Street sent her condolences to the Pizzillo family noting that Jerry had been diligent in his effort to get the Veteran plaque designed and made for the Veteran's Park.

Brandon Russell, 327 Fourth Street, asked for follow up on the OPRA he had sent regarding the Executive Session minutes from March 13, 2023 regarding the PILOT audit report by Gary Higgins. Ms. Brooks apologized for misunderstanding his request noting she thought he wanted the minutes of that date regarding the Venetian litigation. In either case the subject is still open so Executive minutes have not been issued. Asked if there were any updates on the establishment of the Environmental Commission? There are no updates.

Nurse Imie Lupdag thanked the Council and Clerk Brooks for passing the Resolution in support of legislation setting new staffing limits and sent her condolences to the families whose love ones had passed.

John Hsu, Edison, thanked the Council for passing the resolution in support of staffing limits and discussed the current action in the State regarding the legislation noting the new Bill number is S1941.

ADJOURNMENT

On motion by Mr. Conrad, seconded by Mr. Reilly and passed unanimously, the meeting was adjourned at 7:25 pm.

Respectfully submitted,

Deborah Brooks
Municipal Clerk

February 1, 2024
01:02 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor #	Name	PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Enc	Re Date	De
AMAZO005	Amazon Business Account	Continued												
24-00130	01/10/24	1	office supplies	5.39	4-01-28-371-065	B Senior Citizes: Food & First Aid Supply	R					01/10/24	01	
		2		<u>82.12</u>	4-01-28-371-065	B Senior Citizes: Food & First Aid Supply	R					01/10/24	01	
				87.51										
24-00151	01/12/24	Various DPW & Finance items												
		1	Various DPW & Finance items	539.94	C-04-22-001-005	B Various Technology Improvements	R					01/12/24	01	
		2	replacement bulbs for SAFD	87.38	4-01-26-315-155	B Vehicle Mainten Parts & Accessories - Mo	R					01/12/24	01	
		3	file folders for Finance/Admin	64.92	4-01-20-100-145	B Admin: Office Supplies	R					01/12/24	01	
		4	HDMI cable for DPW monitor	<u>8.55</u>	C-04-22-001-005	B Various Technology Improvements	R					01/12/24	01	
				700.79										
24-00157	01/16/24	Storage Totes for Bldg records												
		1	Storage Totes for Bldg records	89.99	4-01-22-195-145	B Code: Office Supplies	R					01/16/24	01	
24-00180	01/17/24	OEM and Sewer Dept accessories												
		1	OEM and Sewer Dept accessories	47.44	4-01-25-252-299	B OEM: Miscellaneous Other Expenses	R					01/17/24	01	
		2		<u>28.45</u>	4-01-26-307-299	B Sewer: Miscellaneous Other Expenses	R					01/17/24	01	
				75.89										
24-00255	01/26/24	DPW - headlight clamp												
		1	DPW - headlight clamp	7.99	4-01-26-315-155	B Vehicle Mainten Parts & Accessories - Mo	R					01/26/24	01	
24-00268	01/30/24	Shop Tool - DPW												
		1	Shop Tool - DPW	25.97	4-01-26-315-115	B Vehicle Mainten Material & Supplies	R					01/30/24	02	
			Vendor Total:	2,187.98										
APRUZ005	Apruzzese, McDermott, Mastro													
24-00292	01/31/24	Re:Personnel Matter Dec '23												
		1	Re:Personnel Matter Dec '23	573.50	3-01-20-155-195	B Legal: Professional Consultant & Spec	R					01/31/24	02	
			Vendor Total:	573.50										
ARCHI005	ArchiveSocial, Inc.													
24-00235	01/25/24	'24 Social Media Subscription												
		1	'24 Social Media Subscription	785.25	4-01-20-100-299	B Admin: Miscellaneous Other Expenses	R					01/25/24	01	

February 1, 2024
01:02 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rc
ARCHI005	ArchiveSocial, Inc.					Continued					
24-00235	01/25/24 '24 Social Media Subscription					Continued					
					785.25		4-01-20-120-299	B Clerk: Miscellaneous Other Expenses			
					<u>1,570.50</u>		4-01-30-420-299	B Celebration: Misc Other Expenses			
					3,141.00						
	Vendor Total:				3,141.00						
BROWN010	Brownfield Redevelopment										
24-00194	01/22/24 Grant Writing inv.6930					23-00023 C					
1	Grant Writing inv.6930				1,386.00		3-01-20-100-195	B Admin: Professional Consultant & Spec	R	06/08/23	01
	Vendor Total:				1,386.00						
C0000002	Cablevision of Raritan Valley										
24-00161	01/16/24 1/8-2/7/24 DPW					24-00012 C					
1	1/8-2/7/24 DPW				211.92		4-01-31-430-245	B Utilities - Internet	R	01/05/24	01
24-00163	01/16/24 1/8-2/7/24 Senior Center					24-00012 C					
1	1/8-2/7/24 Senior Center				164.95		4-01-31-430-245	B Utilities - Internet	R	01/16/24	01
24-00193	01/22/24 1/8-2/7/24 City Hall					24-00012 C					
1	1/8-2/7/24 City Hall				205.32		4-01-31-430-245	B Utilities - Internet	R	01/22/24	01
24-00217	01/23/24 1/15/24-2/14/24 SAFA					24-00012 C					
1	1/15/24-2/14/24 SAFA				71.43		4-01-31-430-245	B Utilities - Internet	R	01/05/24	01
24-00273	01/30/24 1/22/24-2/21/24 Protection FH					24-00012 C					
1	1/22/24-2/21/24 Protection FH				159.95		4-01-31-430-245	B Utilities - Internet	R	01/05/24	01
	Vendor Total:				813.57						
C0000016	Copyshop Office Supply &										
24-00265	01/30/24 2PART NCR FORMS FOR DB										
1	2PART NCR FORMS FOR DB				100.00		4-01-25-240-030	B Police: Books and Publications	R	01/30/24	01
	Vendor Total:				100.00						

February 1, 2024
01:02 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor #	Name	PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rc
C0000041 Cooper Power Systems Div. of												
24-00041	01/04/24	DPW generator troubleshoot										
1		DPW generator troubleshoot			334.00	4-01-26-310-105			B B&G: Maintenance of Other Equipment	R	01/04/24	01
2					342.20	4-01-26-310-105			B B&G: Maintenance of Other Equipment	R	01/04/24	01
3		enviromental & shop supplies			16.70	4-01-26-310-105			B B&G: Maintenance of Other Equipment	R	01/04/24	01
					<u>692.90</u>							
		Vendor Total:			692.90							
C0000108 Center State Engineering												
24-00281	01/31/24	Dec'23 General Engineering				23-00012	C					
1		Dec'23 General Engineering			3,000.00	3-01-20-165-195			B Engineer: Professional Consultant & Spec	R	01/09/23	02
2		Dec'23 General Engineering			2,827.75	3-01-20-165-195			B Engineer: Professional Consultant & Spec	R	01/09/23	02
3		Grant Applications			516.00	3-01-20-165-195			B Engineer: Professional Consultant & Spec	R	01/09/23	02
4		Tax Map Maintenence			979.00	3-01-20-165-195			B Engineer: Professional Consultant & Spec	R	01/09/23	02
5		Radford Ferry Project Mgmt.			1,634.00	3-01-20-165-195			B Engineer: Professional Consultant & Spec	R	01/09/23	02
6		Broadway Phase 1-NJDOT MA23			84.50	3-01-20-165-195			B Engineer: Professional Consultant & Spec	R	01/09/23	02
7		Shared Bike Lanes NJDOT TV22			1,501.25	3-01-20-165-195			B Engineer: Professional Consultant & Spec	R	01/09/23	02
					<u>10,542.50</u>							
24-00282	01/31/24	Dec'23 Special Services										
1		Dec'23 Special Services			84.50	C-04-19-001-004			B O'Leary Blvd Improvements	R	01/31/24	02
2		Feltus St Improv - Ph.2			582.00	C-04-22-001-011			B Feltus Street Phase II	R	01/31/24	02
3		4th, Ptter, Thompson NJDOT'22			12,874.50	C-04-23-001-016			B 4th, Potter, Thompson Road Imprmnts	R	01/31/24	02
4		Raritan St Pump Station			21,898.75	C-04-18-001-002			B Improvements to Sewers & Pump Stations	R	01/31/24	02
					<u>35,439.75</u>							
		Vendor Total:			45,982.25							
CELLO005 CELLCO PARTNERSHIP												
24-00262	01/29/24	2024 yr.3 of 5 yr. contract										
1		2024 yr.3 of 5 yr. contract			55,569.60	4-01-31-430-240			B Utilities - Telephone	R	01/29/24	01
		Vendor Total:			55,569.60							
COLLI005 Colliers Engineering & Design												
23-02353	10/26/23	22-099 Construction Engineer										
3		22-099 Construction Engineer			43,501.65	C-04-23-002-001			B Ferry Terminal Site Improvements	R	10/26/23	02

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COLLI005 Colliers Engineering & Design Continued											
23-02353	10/26/23	22-099	Construction Engineer	Continued							
4	22-099	Construction Engineer	53,665.52	C-04-23-002-001	B Ferry Terminal Site Improvements	R	10/26/23	02			
			97,167.17								
		Vendor Total:		97,167.17							
COUNT010 County of Cape May											
24-00177	01/17/24	PD ACADEMY X 1	NEW RECRUIT								
1	PD ACADEMY X 2	NEW RECRUITS	2,500.00	4-01-25-240-215	B Police: School Training Prog	R	01/17/24	01			
		Vendor Total:		2,500.00							
D0000045 Direct Energy Marketing, Inc.											
24-00210	01/22/24	December'23	Billing								
1	December'23	Billing	5.62	3-01-31-430-230	B Utilities - Natural Gas	R	01/22/24	01			
2	427 Bordentown Ave		55.49	3-01-31-430-230	B Utilities - Natural Gas	R	01/22/24	01			
3	400 Raritan St		264.20	3-01-31-430-230	B Utilities - Natural Gas	R	01/22/24	01			
4	101 George St		248.09	3-01-31-430-230	B Utilities - Natural Gas	R	01/22/24	01			
5	108 S Stevens		340.35	3-01-31-430-230	B Utilities - Natural Gas	R	01/22/24	01			
6	127 N Broadway		239.11	3-01-31-430-230	B Utilities - Natural Gas	R	01/22/24	01			
7	140 N Broadway		445.97	3-01-31-430-230	B Utilities - Natural Gas	R	01/22/24	01			
8	100 N Feltus		180.92	3-01-31-430-230	B Utilities - Natural Gas	R	01/22/24	01			
			1,779.75								
		Vendor Total:		1,779.75							
DELLM005 Dell Marketing LP											
24-00189	01/18/24	Server License	Upgrades								
1	Server License	Upgrades	1,132.92	C-04-22-001-005	B Various Technology Improvements	R	01/18/24	01			
		Vendor Total:		1,132.92							
FASTS005 FASTSIGNS-DG Graphics & Design											
23-02860	12/20/23	PVC Plaque 60X33	Flat/Laminate								
1	PVC Plaque 60X33	Flat/Laminate	950.00	3-01-35-470-299	B CONTINGENT: Misc Other Expenses	R	12/20/23	01			
		Vendor Total:		950.00							

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GBROW005 G.Brown Welding & Fabrications												
24-00251		01/26/24	City Hall railing repair									
	1			City Hall railing repair	1,500.00	4-01-26-310-035		B B&G: Building & Facility Repair	R	01/26/24	01	
	Vendor Total:				1,500.00							
HOAGL005 Hoagland, Longo, Moran, Dunst												
24-00232		01/24/24	Prosecutor Coverage 9/8/2023									
	1			Prosecutor Coverage 9/8/2023	300.00	4-01-43-490-195		B Court: Professional Consultant & Spec	R	01/24/24	01	
	Vendor Total:				300.00							
INSTI005 Institute For Professional												
24-00277		01/31/24	Registration for 2 Webinars									
	1			Registration for 2 webinars	50.00	4-01-20-130-135		B Finance: Meeting Convention Conference	R	01/31/24	02	
	2			Registration for 2 webinars	50.00	4-01-20-130-135		B Finance: Meeting Convention Conference	R	01/31/24	02	
					100.00							
	Vendor Total:				100.00							
J0000003 Jacqueline's Florist												
24-00198		01/22/24	Symp arrangements									
	1			Sym arrange-Otlowski	50.00	4-01-20-110-299		B Mayor/Council: Misc Other Expenses	R	01/22/24	01	
	2			Sym arrange-Brooks	89.95	4-01-20-110-299		B Mayor/Council: Misc Other Expenses	R	01/22/24	01	
					139.95							
	Vendor Total:				139.95							
J0000004 Jersey Central Power & Light Co												
24-00179		01/17/24	December'23 Billing									
	1			December'23 Billing	9,834.00	3-01-31-430-200		B Utilities - Electric	R	01/17/24	01	
	2			200 001 069 026	2,926.02	3-01-31-430-200		B Utilities - Electric	R	01/17/24	01	
	3			200 001 069 018	768.81	3-01-31-430-200		B Utilities - Electric	R	01/17/24	01	
	4			200 000 010 948	387.81	3-01-31-430-200		B Utilities - Electric	R	01/17/24	01	
	5			200 000 010 930	355.94	3-01-31-430-200		B Utilities - Electric	R	01/17/24	01	
	6			200 001 069 000	419.53	3-01-31-430-200		B Utilities - Electric	R	01/17/24	01	

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J0000004	Jersey Central Power & Light Co					Continued							
24-00179	01/17/24	December'23	Billing			Continued							
	7	200	000	010 922	353.69		3-01-31-430-200		B	Utilities - Electric	R	01/17/24	01
					15,045.80								
24-00225	01/23/24	Allie Clark	100 149 470 062		310.58		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
24-00226	01/23/24	SAFA	100 010 672 648		347.36		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
24-00227	01/23/24	SAFA	100 010 672 671		9.92		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
24-00228	01/23/24	Camera Accounts	Dec'23-Jan'24										
	1	Camera Accounts	Dec'23-Jan'24		15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	2	100 144 970 363			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	3	100 144 274 204			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	4	100 144 970 249			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	5	100 144 970 173			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	6	100 144 970 348			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	7	100 144 970 355			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	8	100 144 998 315			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	9	100 144 970 488			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	10	100 144 274 279			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	11	100 144 165 709			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	12	100 144 998 349			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	13	100 144 998 612			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	14	100 144 998 786			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	15	100 144 988 802			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	16	100 145 033 669			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	17	100 145 003 800			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	18	100 145 009 021			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	19	100 145 009 054			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	20	100 145 009 112			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	21	100 145 009 153			15.25		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	22	100 148 024 720			4.09		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01
	23	100 145 009 070			4.09		3-01-31-430-200		B	Utilities - Electric	R	01/23/24	01

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J0000004	Jersey Central Power & Light Co			Continued								
24-00228	01/23/24	Camera Accounts	Dec'23-Jan'24	Continued								
24 100 145 003 727					15.25	3-01-31-430-200			B Utilities - Electric	R	01/23/24	01
					343.68							
	Vendor Total:				16,057.34							
JSWAN005	J.Swanton Fuel Oil Co., Inc											
24-00140	01/12/24	1/10/24 Diesel inv.54042				24-00010	C					
1 1/10/24		Diesel inv.54042			2,685.11	4-01-31-430-250			B Utilities - Gasoline	R	01/05/24	01
24-00197	01/22/24	1/18/24 Octane inv.54384				24-00010	C					
1 1/18/24		Octane inv.54384			1,795.17	4-01-31-430-250			B Utilities - Gasoline	R	01/22/24	01
24-00270	01/30/24	1/29/24 Octane inv.53537				24-00010	C					
1 1/29/24		Octane inv.53537			2,078.55	4-01-31-430-250			B Utilities - Gasoline	R	01/05/24	01
24-00280	01/31/24	1/30/24 Diesel inv.54891				24-00010	C					
1 1/30/24		Diesel inv.54891			4,996.11	4-01-31-430-250			B Utilities - Gasoline	R	01/05/24	01
	Vendor Total:				11,554.94							
M0000004	Malouf Ford, Inc.											
24-00206	01/22/24	Truck #8 inv.686535	1/5/24			24-00003	C					
1		Truck #8 inv.686535	1/5/24		261.82	4-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh	R	01/05/24	01
	Vendor Total:				261.82							
M0000011	MicroSystems-nj.com, LLC											
24-00261	01/29/24	ANNUAL E-MAIL SERVICE	2024									
1		ANNUAL E-MAIL SERVICE	2024		120.00	4-01-20-145-095			B Revenue: Maintenance Agreement	R	01/29/24	01
	Vendor Total:				120.00							
M0000015	Middlesex County Improvement											
24-00246	01/26/24	December'23 Brush MCIA										
1		December'23 Brush MCIA			457.03	G-02-41-775-301			B Recycling Tonnage Grant	R	01/26/24	01

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Vendor #	Name	PO #	PO Date	Description	Contract Amount	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rc
M0000015	Middlesex County Improvement			Continued								
24-00247	01/26/24	December 2023 - RECYCLING										
1	December 2023 - RECYCLING	14,778.72	3-01-26-305-130	B Solid Waste: MCIA Recycling	R	01/26/24	01					
2	multi-family household	1,473.12	4-01-26-305-130	B Solid Waste: MCIA Recycling	R	01/26/24	01					
3	commercial collection	2,700.00	4-01-26-305-130	B Solid Waste: MCIA Recycling	R	01/26/24	01					
		18,951.84										
	Vendor Total:	19,408.87										
M0000022	Middlesex Water Company											
24-00164	01/16/24	12/6-12/28/23 140 N Broadway										
1	12/6-12/28/23 140 N Broadway	335.34	3-01-31-430-220	B Utilities - Water	R	01/16/24	01					
24-00275	01/30/24	12/6-1/11/24 140 N Broadway										
1	12/6-1/11/24 140 N Broadway	403.58	3-01-31-430-220	B Utilities - Water	R	01/30/24	01					
	Vendor Total:	738.92										
M0000029	McManimon,Scotland&Baumann,LLC											
24-00266	01/30/24	Legal Srvs-131 S Broadway										
1	Legal Srvs_131 S Broadway	602.00	3-01-20-155-195	B Legal: Professional Consultant & Spec	R	01/30/24	01					
	Vendor Total:	602.00										
M0000056	Middlesex County Treasurer											
24-00142	01/12/24	1st Qtr. Open Space 2024										
1	1st Qtr. Open Space 2024	87,926.50	4-01-90-100-003	B County Open Space Tax Payable	R	01/12/24	01					
	Vendor Total:	87,926.50										
M0000057	Middlesex County Treasurer											
24-00143	01/12/24	1st Qtr. County Taxes 2024										
1	1st Qtr. County Taxes 2024	995,588.30	4-01-90-100-002	B County Taxes Payable	R	01/12/24	01					
	Vendor Total:	995,588.30										

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M0000073	Middlesex County Association	24-00136	01/12/24	TRAINING FOR DB							
				1 TRAINING FOR DB 2023	450.00	3-01-25-240-215		B Police: School Training Prog	R	01/12/24	01
				Vendor Total:	450.00						
M0000075	Middlesex County Treasurer	24-00141	01/12/24	2023 Added & Omitted Taxes							
				1 2023 Added & Omitted Taxes	22,007.81	3-01-90-100-002		B County Taxes Payable	R	01/12/24	01
					<u>1,909.17</u>	3-01-90-100-003		B County Open Space Tax Payable			
					23,916.98						
				Vendor Total:	23,916.98						
M0000091	Middlesex County Clerk	24-00156	01/16/24	Deed filing fees							
				1 Deed filing fees	13.00	4-01-20-120-299		B Clerk: Miscellaneous Other Expenses	R	01/16/24	01
				Vendor Total:	13.00						
M0000096	Mitchell Humphrey and Company	24-00220	01/23/24	Annual Maintenance 3/1-2/28/25							
				1 Annual Maintenance 3/1-2/28/25	1,470.00	4-01-22-195-095		B Code Enforcemen Maintenance Agreement	R	01/23/24	01
				Vendor Total:	1,470.00						
M0000157	Modern Group Ltd.	24-00016	01/03/24	'24 PM Agreement & OMNI (4)							
				1 '24 PM Agreement & OMNI (4)	1,550.00	4-01-26-310-095		B B&G: Maintenance Agreement	R	01/03/24	01
				2	1,250.00	4-01-26-310-095		B B&G: Maintenance Agreement	R	01/03/24	01
				3	1,250.00	4-01-26-310-095		B B&G: Maintenance Agreement	R	01/03/24	01
				4	1,250.00	4-01-26-310-095		B B&G: Maintenance Agreement	R	01/03/24	01
				5 OMNI Monitoring	<u>2,150.00</u>	4-01-26-310-095		B B&G: Maintenance Agreement	R	01/03/24	01
					7,450.00						
				Vendor Total:	7,450.00						

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MCELW005	McElwee & Quinn LLC	24-00202	01/22/24	Offical Statement-NOTE Sale							
		1		Offical Statement-NOTE Sale	1,000.00	4-01-20-130-030		B Finance: Books and Publications	R	01/22/24	01
				Vendor Total:	1,000.00						
MODER005	Modern Group LTD	24-00034	01/03/24	'24 Machine Inspection-Bucket							
		1		'24 Machine Inspection-Bucket	992.00	4-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/03/24	01
				Vendor Total:	992.00						
MORTO005	Morton Salt, Inc.	24-00158	01/16/24	Treated Rock Salt 2024							
		3	inv.5402966991 1/19/24		1,741.44	4-01-26-290-040	B	B Streets/Roads: Chemicals and Gases	R	01/16/24	01
		4	inv.5402973498 1/24/24		1,700.71	4-01-26-290-040		B Streets/Roads: Chemicals and Gases	R	01/16/24	01
		5	inv.5402975306 1/25/24		9,382.65	4-01-26-290-040		B Streets/Roads: Chemicals and Gases	R	01/16/24	01
					<u>12,824.80</u>						
				Vendor Total:	12,824.80						
MUNIC015	Municipal Construction	24-00213	01/23/24	'24 MUNCO membership-G.Czoch							
		1		'24 MUNCO membership-G.Czoch	75.00	4-01-22-195-145		B Code: Office Supplies	R	01/23/24	01
				Vendor Total:	75.00						
MUNIH005	MuniHub, FMHUB LLC	24-00153	01/16/24	Note Sale Publication							
		1		Note Sale Publication	500.00	4-01-20-130-030		B Finance: Books and Publications	R	01/16/24	01
				Vendor Total:	500.00						
N0000002	New Jersey State League of	24-00168	01/17/24	Registration for 2 Webinars							
		1		Registration for 2 Webinars	25.00	4-01-20-130-135		B Finance: Meeting Convention Conference	R	01/17/24	01

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P0000009 Public Service Electric & Gas											
24-00145	01/12/24	Dec'23	- Raritan St Pump								
1	Dec'23	- Raritan St Pump	23.38	3-01-31-430-230		B Utilities - Natural Gas		R	01/12/24	01	
24-00146	01/12/24	Dec'23	Feltus St Generator								
1	Dec'23	Feltus St Generator	23.46	3-01-31-430-230		B Utilities - Natural Gas		R	01/12/24	01	
24-00147	01/12/24	SAFA 65 659 565 02	Dec'23								
1	SAFA 65 659 565 02	Dec'23	573.56	3-01-31-430-230		B Utilities - Natural Gas		R	01/12/24	01	
24-00148	01/12/24	SAFA 67 033 433 06	Dec'23								
1	SAFA 67 033 433 06	Dec'23	209.34	3-01-31-430-230		B Utilities - Natural Gas		R	01/12/24	01	
24-00162	01/16/24	Acct:1301367303	Billing								
1	Acct:1301367303	Billing	1,159.56	3-01-31-430-230		B Utilities - Natural Gas		R	01/16/24	01	
			Vendor Total:	1,989.30							
P0000033 Public Works Association of NJ											
24-00254	01/26/24	2024 MEMBERSHIP DPW (x3)									
1	'24 MEMBERSHIP DPW (x3)		105.00	4-01-26-305-060		B Solid waste: Fees		R	01/26/24	01	
			Vendor Total:	105.00							
PARTN005 Partners in Prevention											
24-00118	01/09/24	Municipal Alliance Training									
1	Municipal Alliance Training		1,000.00	G-02-41-759-322		B Municipal Alliance 23/24-DEDR		R	01/09/24	01	
			Vendor Total:	1,000.00							
PARTS005 Parts Authority, LLC											
24-00205	01/22/24	1/5/24-1/15/24 invoices		24-00002	C						
1	1/5/24-1/15/24 invoices		283.58	4-01-26-315-155		B Vehicle Mainten Parts & Accessories - Mo R			01/05/24	01	
2	1/9/24 inv.031-369513		62.32	4-01-26-315-155		B Vehicle Mainten Parts & Accessories - Mo R			01/05/24	01	
3	1/11/24 inv.301-232867		5.06	4-01-26-315-155		B Vehicle Mainten Parts & Accessories - Mo R			01/05/24	01	
4	1/11/24 inv.356-421605		30.00	4-01-26-315-155		B Vehicle Mainten Parts & Accessories - Mo R			01/05/24	01	

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PARTS005 Parts Authority, LLC												
Continued												
24-00205	01/22/24	1/5/24-1/15/24	invoices			Continued						
5	1/15/24	inv. 301-233227			405.21	4-01-26-315-155			B Vehicle Mainten Parts & Accessories - Mo R		01/05/24	01
					<u>786.17</u>							
24-00244 01/26/24 1/4/24-1/24/24 invoices 24-00002 C												
1	1/4/24-1/24/24	invoices			40.44	4-01-26-315-155			B Vehicle Mainten Parts & Accessories - Mo R		01/26/24	01
2	1/10/24	inv. 301-232741			35.63	4-01-26-315-155			B Vehicle Mainten Parts & Accessories - Mo R		01/26/24	01
3	1/17/24	inv. 301-233457			107.84	4-01-26-315-155			B Vehicle Mainten Parts & Accessories - Mo R		01/05/24	01
4	1/18/24	inv. 301-233612			124.80	4-01-26-315-155			B Vehicle Mainten Parts & Accessories - Mo R		01/05/24	01
5	1/18/24	inv. 031-422381			63.94	4-01-26-315-155			B Vehicle Mainten Parts & Accessories - Mo R		01/26/24	01
6	1/23/24	inv. 301-23457			17.29	4-01-26-315-155			B Vehicle Mainten Parts & Accessories - Mo R		01/05/24	01
7	1/24/24	inv. 301-234369			340.40	4-01-26-315-155			B Vehicle Mainten Parts & Accessories - Mo R		01/05/24	01
					<u>730.34</u>							
Vendor Total:					1,516.51							
PHOEN005 Phoenix Advisors, LLC												
24-00267	01/30/24	Prof Srvs-Note Sale										
1		Prof Srvs-Note Sale			4,250.00	4-01-20-130-195			B Finance: Professional Consultant & Spec R		01/30/24	01
Vendor Total:					4,250.00							
PRIME005 PRIMEPOINT, LLC												
24-00278	01/31/24	Oct'23-Dec'23 Payroll Services				23-00027	C					
1		Oct'23-Dec'23 Payroll Services			1,038.65	3-01-20-100-095			B Admin: Maintenance Agreement	R	01/23/23	01
2		Oct'23 HR Services			613.00	3-01-20-130-095			B Finance: Maintenance Agreement	R	05/12/23	01
3		Nov'23 Payroll			1,023.75	3-01-20-100-095			B Admin: Maintenance Agreement	R	05/12/23	01
4		Nov'23 HR Services			616.00	3-01-20-130-095			B Finance: Maintenance Agreement	R	05/12/23	01
5		Dec'23 Payroll			1,042.05	3-01-20-100-095			B Admin: Maintenance Agreement	R	05/12/23	01
6		Dec'23 HR Services			628.00	3-01-20-130-095			B Finance: Maintenance Agreement	R	05/12/23	01
					<u>4,961.45</u>							
24-00279 01/31/24 Jan'24 Payroll & HR services 24-00017 C												
1		Jan'24 Payroll & HR services			1,018.10	4-01-20-100-095			B Admin: Maintenance Agreement	R	01/31/24	01

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CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rc
PRIME005	PRIMEPOINT, LLC					Continued					
24-00279	01/31/24	Jan'24 Payroll & HR services		Continued							
		2 HR Services			628.00	4-01-20-130-095		B Finance: Maintenance Agreement	R	01/31/24	01
					1,646.10						
		Vendor Total:			6,607.55						
REISI005	Reisinger Oxygen Service, Inc.										
24-00230	01/24/24	12/23 O2 REPLENISHMENT									
		1 12/23 O2 REPLENISHMENT			57.70	4-01-25-240-065		B Police: Food and First Aid Supplies	R	01/24/24	01
		Vendor Total:			57.70						
RUTEG005	Rutgers, The State University										
23-01545	07/18/23	T.Olivieri - Recycling Course									
		1 T.Olivieri - Recycling Course			1,956.00	3-01-26-305-130		B Solid waste: MCIA Recycling	R	07/18/23	01
		Vendor Total:			1,956.00						
S0000048	Saint Mary's Senior Club										
24-00215	01/23/24	2023 contribution									
		1 contribution to club			330.00	3-01-28-371-050		B Senior Citizens: Contributions	R	01/23/24	01
		Vendor Total:			330.00						
S0000152	Saker Shop Rite Inc.										
24-00178	01/17/24	Mayors Party									
		1 Mayors Party Supplies			93.07	4-01-28-371-065		B Senior Citizes: Food & First Aid Supply	R	01/17/24	01
24-00271	01/30/24										
		1 Birthday Celebration			144.94	4-01-28-371-065		B Senior Citizes: Food & First Aid Supply	R	01/30/24	01
		Vendor Total:			238.01						

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CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Re
S0000167	Sacred Heart Church SeniorClub	24-00216	01/23/24	2023 Contribution							
	1 contribution to club				225.00	3-01-28-371-050		B Senior Citizens: Contributions	R	01/23/24	01
	Vendor Total:				225.00						
SANIT010	Sanitation Equipment Corp.	24-00128	01/10/24	Truck #12 - cylinders							
	1 Truck #12 - cylinders				4,046.10	4-01-26-305-100		B Solid Waste: Maint of Motor Vehicles	R	01/10/24	01
24-00249	01/26/24 Sayreville Truck #403										
	1 Sayreville Truck #403				1,271.80	4-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/26/24	01
	Vendor Total:				5,317.90						
T0000003	The Hose Shop, Inc.	24-00199	01/22/24	1/3/24 inv.00366199							
	1 1/3/24 inv.00366199				97.60	24-00008 C 4-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/05/24	01
	Vendor Total:				97.60						
T0000017	Tax Collectors & Treasurers	24-00256	01/26/24	2024 MEMBERSHIP							
	1 2024 MEMBERSHIP				100.00	4-01-20-145-140		B Revenue: Memberships	R	01/26/24	01
	Vendor Total:				100.00						
T0000026	Treasurer, State of New Jersey	24-00257	01/26/24	'24 ANNUAL ELEVATOR INSPECTION							
	1 '24 ANNUAL ELEVATOR INSPECTION				182.00	4-01-26-310-090		B B&G: Fees	R	01/26/24	01
	Vendor Total:				182.00						
T0000039	Trius, Inc.	24-00203	01/22/24	Truck 8 - salt spreader parts							
	1 Truck 8 - salt spreader parts				374.09	4-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/22/24	01
	Vendor Total:				374.09						

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CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Re
UNIFI005 UniFirst Corporation											
24-00159	01/16/24	1/3/24	inv.1260504314			24-00007	C				
1	1/3/24		inv.1260504314	139.81	4-01-26-290-045			B Streets/Roads: Clothing & Uniforms	R	01/05/24	01
24-00160	01/16/24	1/10/24	inv.1260507771			24-00007	C				
1	1/10/24		inv.1260507771	139.81	4-01-26-290-045			B Streets/Roads: Clothing & Uniforms	R	01/16/24	01
24-00248	01/26/24	1/17/24	inv.1260511238			24-00007	C				
1	1/17/24		inv.1260511238	139.81	4-01-26-290-045			B Streets/Roads: Clothing & Uniforms	R	01/26/24	01
24-00252	01/26/24	1/24/24	inv.1260514151			24-00007	C				
1	1/24/24		inv.1260514151	139.81	4-01-26-290-045			B Streets/Roads: Clothing & Uniforms	R	01/26/24	01
			Vendor Total:	559.24							
V0000001 Verizon											
24-00221	01/23/24	1/15/24	250-717-101-0001-94								
1	1/15/24		250-717-101-0001-94	189.00	4-01-31-430-240			B Utilities - Telephone	R	01/23/24	01
24-00222	01/23/24	1/15/24	450-717-047-0001-08								
1	1/15/24		450-717-047-0001-08	6.55	4-01-31-430-240			B Utilities - Telephone	R	01/23/24	01
			Vendor Total:	195.55							
V0000002 Verizon wireless											
24-00224	01/23/24	Dec'23	acct.982635089-00001			23-00024	C				
1	Dec'23		acct.982635089-00001	1,445.14	3-01-31-430-240			B Utilities - Telephone	R	01/23/23	01
24-00269	01/30/24	1/21/24	acct.842199803-00001								
1	1/21/24		acct.842199803-00001	366.87	4-01-31-430-245			B Utilities - Internet	R	01/30/24	01
			Vendor Total:	1,812.01							
V0000011 V.E.Ralph & Son, Inc.											
23-02838	12/18/23		SAFA medical supplies								
1			SAFA medical supplies	351.00	3-01-25-261-065			B E.M.S.- Food and First Aid Supplies	R	12/18/23	01

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CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor #	Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Re
V0000011	V.E.Ralph & Son, Inc.				Continued					
24-00219	01/23/24	SAFA medical supplies								
1	SAFA medical supplies	174.49	4-01-25-261-065	B E.M.S.- Food and First Aid Supplies	R	01/23/24	01			
	Vendor Total:	525.49								
VERIZ020	Verizon - broadband									
24-00223	01/23/24	1/14/24 756-745-729-0001-96								
1	1/14/24 756-745-729-0001-96	79.00	4-01-31-430-245	B Utilities - Internet	R	01/23/24	01			
24-00293	01/31/24	1/22/24 656-808-423-0001-50								
1	1/22/24 656-808-423-0001-50	99.00	4-01-31-430-245	B Utilities - Internet	R	01/31/24	01			
	Vendor Total:	178.00								
W0000017	W.B. Mason									
24-00058	01/05/24	Finance Supplies								
1	UNV12113- Univ Manilla Letter	10.08	4-01-20-130-145	B Finance: Office Supplies	R	01/05/24	01			
2	WBM15113- Mason Manilla Legal	26.58	4-01-20-130-145	B Finance: Office Supplies	R	01/05/24	01			
		36.66								
24-00065	01/08/24	Code Dept - printer ink								
1	Code Dept - printer ink	32.02	4-01-22-195-145	B Code: Office Supplies	R	01/08/24	01			
2		63.74	4-01-22-195-145	B Code: Office Supplies	R	01/08/24	01			
		95.76								
24-00066	01/08/24	OEM office supplies								
1	OEM Office Supplies	28.24	4-01-25-252-145	B OEM: Office Supplies	R	01/08/24	01			
2		80.91	4-01-25-252-145	B OEM: Office Supplies	R	01/08/24	01			
3		47.10	4-01-25-252-145	B OEM: Office Supplies	R	01/08/24	01			
4		28.24	4-01-25-252-145	B OEM: Office Supplies	R	01/08/24	01			
		184.49								
24-00119	01/09/24	Office supplies 1-9-24								
1	Office Supplies 1-9-24	87.73	4-01-20-100-145	B Admin: Office Supplies	R	01/09/24	01			
24-00137	01/12/24	SUPPLIES FOR DISPATCH, DB, REC								
1	SUPPLIES FOR DISPATCH, DB, REC	17.43	4-01-25-240-145	B Police: Office Supplies	R	01/12/24	01			

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CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/chk	First Enc Date	Re
w0000017 W.B. Mason Continued											
24-00137	01/12/24	SUPPLIES FOR DISPATCH, DB, REC	Continued								
	2	SUPPLIES FOR DISPATCH, DB, REC		258.17	4-01-25-240-145	B Police: Office Supplies		R		01/12/24	01
				<u>275.60</u>							
24-00152	01/12/24	Court- Office Supplies									
	2	Post-it Sticky Notes		18.95	4-01-43-490-145	B Court: Office Supplies		R		01/12/24	01
24-00182	01/18/24	Misc Office Supplies									
	1	Misc Office Supplies		80.00	4-01-20-130-145	B Finance: Office Supplies		R		01/18/24	01
	2	Misc Office Supplies		400.00	C-04-20-001-013	B Ergonomic Furniture-Municipal Court		R		01/18/24	01
				<u>480.00</u>							
24-00234	01/24/24	2 MONTH WALL CALENDAR									
	1	2 MONTH WALL CALENDAR		19.79	4-01-20-145-145	B Revenue: Office Supplies		R		01/24/24	01
	2	DESK PAD		11.01	4-01-20-145-145	B Revenue: Office Supplies		R		01/24/24	01
	3	FILE FOLDERS 1/5 CUT		43.36	4-01-20-145-145	B Revenue: Office Supplies		R		01/24/24	01
	4	TAPE		7.48	4-01-20-145-145	B Revenue: Office Supplies		R		01/24/24	01
	5	PERMANENT MARKERS		14.24	4-01-20-145-145	B Revenue: Office Supplies		R		01/24/24	01
	6	small coin envelopes		59.05	4-01-20-145-145	B Revenue: Office Supplies		R		01/24/24	01
	7	marker return		14.24	4-01-20-145-145	B Revenue: Office Supplies		R		01/25/24	01
	8	red,black,blue markers		22.80	4-01-20-145-145	B Revenue: Office Supplies		R		01/25/24	01
				<u>163.49</u>							
		Vendor Total:		1,342.68							
w0000036 woodbridge Dept. of Health and											
24-00190	01/18/24	Qrtly pymnt (10/1-12/31/23)									
	1	Qrtly pymnt (10/1-12/31/23)		334.00	3-01-27-340-299	B Animal Cont: Misc Other Expenses		R		01/18/24	01
				<u>5,166.00</u>	3-01-20-120-299	B Clerk: Miscellaneous Other Expenses					
				5,500.00							
		Vendor Total:		5,500.00							
WEILG005 weilgus & Sons N.J.,Inc.											
24-00068	01/08/24	various key reproduction									
	1	various key reproduction		109.20	4-01-20-100-299	B Admin: Miscellaneous Other Expenses		R		01/08/24	01
	2			39.52	4-01-20-100-299	B Admin: Miscellaneous Other Expenses		R		01/08/24	01

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CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/chk	First Enc Date	Re
WEILG005	weilgus & Sons N.J., Inc.					Continued					
24-00068	01/08/24	various key reproduction				Continued					
	3 shipping				16.00	4-01-20-100-299		B Admin: Miscellaneous Other Expenses	R	01/08/24	01
					164.72						
	Vendor Total:				164.72						
Z0000006	Z Brothers Concrete Contractor										
22-02758	11/03/22	Feltus Street - Phase 2									
	5 Feltus Street - Phase 2				34,446.18	C-04-22-001-011		B Feltus Street Phase II	R	11/03/22	02
	Vendor Total:				34,446.18						

Total Purchase Orders: 114 Total P.O. Line Items: 216 Total List Amount: 1,470,023.15 Total Void Amount: 0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	
CURRENT FUND	3-01	88,549.76	0.00	88,549.76	0.00	0.00	8
CURRENT FUND	4-01	1,210,881.85	0.00	1,210,881.85	0.00	0.00	1,21
CAPITAL FUND	C-04	169,134.51	0.00	169,134.51	0.00	0.00	16
GRANT FUND	G-02	1,457.03	0.00	1,457.03	0.00	0.00	
Total of All Funds:		<u>1,470,023.15</u>	<u>0.00</u>	<u>1,470,023.15</u>	<u>0.00</u>	<u>0.00</u>	<u>1,47</u>

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

ORDINANCE 2024-03

**AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS the Governing Body of the City of South Amboy in the County of Middlesex finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS the Governing Body of the City of South Amboy hereby determines that a 1.0% increase in the budget for said year, amounting to \$167,714.84 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS the Governing Body of the City of South Amboy hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of South Amboy, in the County of Middlesex, a majority of the full authorized membership of this governing body affirmatively concurring, that in the CY 2024 budget year, the final appropriations of the City of South Amboy shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5% amounting to \$557,454.03, and that the CY 2024 municipal budget for the City of South Amboy be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

This Ordinance shall take effect after final passage on March 6, 2024 and publication as provided by law.

Introduced on First Reading: February 7, 2024

First Publication: February 12, 2024

Approved on Final Reading:

Final Publication:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

ORDINANCE NO. 2024-04

**AN ORDINANCE AMENDING AND SUPPLEMENTING
ORDINANCE NO. 1036 ENTITLED "PARKING AND
TRAFFIC REGULATIONS FOR THE CITY OF SOUTH
AMBOY" IN THE COUNTY OF MIDDLESEX AND
STATE OF NEW JERSEY –ADDITION OF 15 MINUTE
PARKING SIGNS**

BE AND IT IS HEREBY ORDAINED by the Council for the City of South Amboy, Middlesex County, New Jersey, on the Ordinance No. 1036, entitled "Parking and Traffic Regulations for the City of South Amboy" is hereby amended and supplemented as follows:

**ARTICLE II PROHIBITING PARKING; PROHIBITED STOPPING AND TIME LIMIT
PARKING**

Section 2-5 Parking Time Limited On Certain Streets

Add the following:

<u>NAME OF STREET</u>	<u>TIMES</u>	<u>HOURS</u>	<u>LOCATION</u>
101 North Broadway	15 Minute	6am-6pm	100 Block of North Broadway Replacing existing 2-Hour Parking Sign
230 North Feltus St.	15 Minute	6am-6pm	165 feet from the curb line of North Feltus Street and Washington Avenue in front of the business at 230 North Feltus

The invalidity of any section or provision of this ordinance shall not invalidate any other section or provision thereof.

All ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistency only.

This ordinance shall take effect after final passage and publication as provided by law.

This Ordinance is not subject to the approval by the Director of the Division of Motor Vehicles in the New Jersey Department of Transportation, pursuant to N.J.S.A. 39:4-197.

The City Engineer, under his seal as a professional engineer, shall certify to the Council that any designation or construction of signs or placement of markings has his approval. The City Engineer shall further certify to the Council that after his investigation of the circumstances, this Ordinance is in the interest of the safety and expedition of traffic on the public highways and conforms to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways.

The City Clerk shall serve a certified copy of this Ordinance upon the South Amboy Chief of Police and the City Engineer.

Mayor Fred Henry

Deborah Brooks
Municipal Clerk

Introduced on First Reading: February 7, 2024

First Publication:

Approved on Final:

Final Publication:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

ORDINANCE NO. 2024-01

**AN ORDINANCE AMENDING AND SUPPLEMENTING
ORDINANCE NO. 1036 ENTITLED “PARKING AND
TRAFFIC REGULATIONS FOR THE CITY OF SOUTH
AMBOY” IN THE COUNTY OF MIDDLESEX AND
STATE OF NEW JERSEY –REMOVE 230 B JOHN ST.
AND 138 B AUGUSTA ST.**

BE AND IT IS HEREBY ORDAINED by the Council for the City of South Amboy, Middlesex County, New Jersey, on the Ordinance No. 1036, entitled “Parking and Traffic Regulations for the City of South Amboy” is hereby amended and supplemented as follows:

ARTICLE V Handicapped Parking

Section 5-1 Special Parking for Handicapped

Section X Handicapped Parking

Remove: 230B John St.
 138 B Augusta St.

The invalidity of any section or provision of this ordinance shall not invalidate any other section or provision thereof.

All ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistency only.

This ordinance shall take effect after final passage and publication as provided by law.

The Municipal Clerk shall serve a certified true copy of this Ordinance upon the South Amboy Police Department.

Mayor Fred Henry

Deborah Brooks
Municipal Clerk

Introduced on First Reading: January 17, 2024
First Publication:
Approved on Final:
Final Publication:

ORDINANCE 24-02

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AUTHORIZING THE ACQUISITION OF PROPERTIES LOCATED AT 119 AND 131 SOUTH BROADWAY FOR PUBLIC USE

WHEREAS, *N.J.S.A.* 40A:12-1 *et seq.* (the “**Local Lands and Buildings Law**”) allows a municipality to acquire by purchase or other method any real property; and

WHEREAS, The Villas at South Amboy, LLC owns property located at 131 South Broadway in the City of South Amboy (the “**City**”); and

WHEREAS, 119 South Broadway Trust owns the property located at 119 South Broadway in the City; and

WHEREAS, the City desires to acquire, and the aforementioned owners wish to convey, fee simple title interest in the aforementioned properties; and

WHEREAS, pursuant to *N.J.S.A.* 40A:12-5(a)(1), the City is authorized to acquire the properties for a public purpose; and

WHEREAS, the City Council has determined to authorize the acquisition of said properties and, toward that end, desires to enter into one or more Purchase and Sale Agreements with the aforementioned owners (the “**Purchase and Sale Agreements**”), for the total sum of \$500,000, plus any incidental costs typically associated with the acquisition of real property such as, for example, title costs, appraisal and legal fees, and closing adjustments.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The recitals are incorporated herein as though fully set forth at length.

Section 2. The acquisition of the aforementioned properties by the City is hereby authorized.

Section 3. The Mayor and Business Administrator of the City (collectively, the “**Authorized Persons**”) are hereby authorized and directed to take, or cause to be taken, all actions necessary to acquire said Properties, including but not limited to the execution, by the Mayor, of one or more Purchase and Sale Agreements in substantially the same form as that attached hereto as **Exhibit A**, and any competent person is authorized to attest such execution.

Section 4. All actions previously taken by the Authorized Persons, or by any employee, contractor or consultant employed by or engaged by the City, in connection with the acquisition of the Property are hereby ratified.

Section 5. This ordinance shall take effect immediately.

EXHIBIT A

Form of Purchase and Sale Agreement

**AGREEMENT FOR PURCHASE
OF REAL PROPERTY**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made this ____ day of _____, 2024, (the "Effective Date") by and between the **CITY OF SOUTH AMBOY** (the "City" or "Buyer"), a municipal corporation of the State of New Jersey, having its address at 140 North Broadway, South Amboy, New Jersey 08879, and **119 SOUTH BROADWAY TRUST** (the "Seller" and, together with the Buyer, the "Parties"), a New Jersey trust having its address at [_____], New Jersey ____.

1.0 Background The Seller is the owner of certain property located in the City, known as 119 S Broadway and designated as Block 36, Lot 3 on the official tax map of the City (the "Property").

2.0 Agreement to Sell The Seller agrees to sell, transfer and convey the Property to the Buyer and the Buyer agrees to buy the Property from the Seller upon the terms and conditions set forth below.

3.0 Property to be Conveyed The Property consists of all those certain lots, tracts or parcels of land together with any improvements thereon contained and the privileges contained and appurtenances thereto appertaining, including but not limited to all rights, title and interest of the Seller in and to any water rights, mineral rights, air rights, rights of surface support, adjoining strips and gores, and easements and rights-of-way incidental thereto.

4.0 Purchase Price The purchase price for the Property is **TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100** (\$250,000) (the "Purchase Price").

5.0 Payment of Purchase Price Buyer agrees to pay the entire Purchase Price to the Seller on the Closing Date (as hereinafter defined) subject to the adjustments, if any, set forth in this Agreement.

6.0 Title

6.1 The Seller shall deliver marketable and insurable title at regular rates by a title company authorized to do business in New Jersey (herein referred to as "marketable title"). If the Seller is unable to convey marketable title to the Buyer, the Buyer shall have the right to terminate this Agreement as set forth below.

6.2 The Buyer may, in its discretion and at its cost and expense, obtain a title report (the "Title Report") of the Property from a title company authorized to do business in the State of New Jersey (the "Title Company"), and, if desired by the Buyer, a survey (the "Survey") of the Property by a licensed New Jersey surveyor including a right of entry if required by the Buyer pursuant to Article 10 hereof, and to furnish a copy of the Title Report and Survey to the Seller promptly after the Buyer receives same. If anything in the Title Report or Survey constitutes a title defect which renders title to the Property to be less than marketable title, then the Buyer shall give notice thereof to the Seller, specifying in detail such title defect(s). The Seller shall cure, satisfy and/or discharge

such title defect(s) by the Closing Date (as hereinafter defined). The Seller shall be obligated to remove title defect(s) or encumbrances relating to monetary liens, whether for loans, taxes, judgments or otherwise (herein referred to as "Monetary Liens") without any further notification by the Buyer. If the Seller fails to cure, satisfy or discharge title defects which render title to the Property to be less than marketable title, by the Closing Date the Buyer shall have the right to terminate this Agreement on written notice to the Seller. If the Seller decides to cure, satisfy and/or discharge any title defect(s), the Buyer in its sole discretion may grant Seller a reasonable adjournment of the Closing Date to do so. Without limiting the foregoing, the Seller or the Buyer may use any portion of the Purchase Price to discharge Monetary Liens. The Buyer shall have the right to continue all title searches to the Closing Date to confirm that Seller is conveying marketable title.

7.0. Closing of Title

7.1 The Parties agree that the closing of title to the Property (the "Closing") shall take place on or before February 29, 2024 (the "Closing Date"), and may, in the Buyer's discretion, be by mail or, in person and, if in person, shall take place at the offices of McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue, 2nd Floor, Roseland, New Jersey 07068, or at such other place as may be specified by the Buyer, in accordance with the terms of this Agreement.

7.2 On or before the Closing Date, the Seller shall deliver to the Buyer the following in form reasonably acceptable to Buyer and its Title Company:

- a) A duly executed bargain and sale deed with covenants against grantor's acts (the "Deed") to convey title to the Property as required by this Agreement;
- b) An Affidavit of Consideration;
- c) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder, which certification shall be signed under penalty of perjury;
- d) A seller's non-residency certificate, executed by Seller with respect to the withholding requirements for New Jersey Income Tax, if applicable;
- e) Originals, or copies certified by Seller as being complete, of all applicable bills, invoices, fuel readings, and other items that shall be apportioned as of the Closing Date;
- f) An original Affidavit of Title from Seller showing no exceptions to title that impact Seller's ability to deliver marketable title and otherwise in the form acceptable to Title Company;
- g) Closing Statement signed by Seller;
- h) Evidence of termination of all service contracts, leases, and occupancy agreements together with proof of payment in full by Seller of any and all liabilities, fees, costs, or

other expenses of Seller resulting from the service contracts, the termination thereof and the release of the counterparties thereto;

- i) Originals or, if originals are not in the possession or control of the Seller, copies of plans and Surveys for the Property, to the extent same are in Seller's possession or under Seller's control;
- j) Any other customary documents reasonably requested by the Buyer or Buyer's Title Company; and
- k) Actual possession of the Property: (i) free and clear of all leases, tenancies or occupancies of any kind; (ii) free and clear of all other liens, claims, encumbrances, or interests of any kind; (iii) including keys, key fobs, combinations or card keys to all locks and security systems, if any; (iv) and such other documents and instruments as may be reasonably required or requested by Buyer or otherwise in order to effectuate the provisions of this Agreement and the Closing of the transaction contemplated herein.

7.3 The Buyer will pay for all recording fees and realty transfer taxes incidental to conveying title to the Buyer, if any. It is expressly understood and agreed, however, that each party shall be solely responsible for its own attorney fees.

8.0 Adjustments at Closing The following adjustments are to be made at the Closing as of the end of the Closing Date: (i) real estate taxes on the basis of the fiscal year for which assessed, if any; (ii) water charges (if applicable); (iii) sewer rents (if applicable); and (iv) any other items which shall be appropriate for adjustment. If the Closing Date shall occur before a tax rate is fixed, the apportionment of real estate taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Property.

9.0 Due Diligence Period

9.1 The Buyer shall have a period of thirty (30) days from the Effective Date (the "Due Diligence Period") to conduct a review of all applicable laws, statutes, ordinances and regulations, the status of title to the Property and any other facts or matters relating to the Property which the Buyer shall deem appropriate. The Parties agree that Buyer may undertake due diligence activities to determine the environmental condition of the Property prior to the Closing Date, including the completion of a preliminary assessment and site inspection report in accordance with the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., the Technical Requirements for Site Remediation, N.J.A.C. 7:26E et seq. and the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C et seq., including an environmental file review, and inspection, sampling and borings, if necessary. The Buyer shall restore the Property to its prior condition upon the completion of such inspection. Seller shall deliver or make available to Buyer, to the extent such items are in Seller's possession or control, copies of information, reports and other documents pertinent to the environmental condition of the Property. The due diligence review shall be performed at the Buyer's sole cost and expense.

9.2 In the event the Buyer shall determine in its sole and absolute discretion that it is not satisfied with the condition of the Property as a result of its review, the Buyer shall have the right to terminate this Agreement by written notice to the Seller given prior to 5:00 p.m. on the day following the last day of the Due Diligence Period, in which event neither party shall have any further rights nor liabilities hereunder thereafter (except for provisions that expressly survive termination of this Agreement).

10.0 Right of Entry At any time prior to the Closing (including during the Due Diligence Period), and at all times upon not less than 48 hours' notice, Buyer and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "Buyer's Representatives") shall have the right to enter upon and pass through the Property during normal business hours for any purposes permitted under this Agreement and to otherwise conduct pre-closing inspections at any reasonable time prior to the Closing Date. The Buyer's right to enter upon the Property and to inspect same shall be conditioned upon the Buyer first furnishing the Seller with proof satisfactory to the Seller that all of the inspections to be conducted upon the Property by or on behalf of the Buyer shall be protected by liability insurance pursuant to a liability insurance policy having a single limit of not less than \$1,000,000.00, which policy shall be in form and issued by an insurance company licensed to do business in the State of New Jersey and which shall name the Seller as an additional insured.

11.0 Intentionally Omitted

12.0 Representations and Warranties of the Seller

12.1 For the purpose of inducing the Buyer to enter into this Agreement and to consummate the transactions contemplated hereby pursuant to the terms and conditions hereof, the Seller represents and warrants to the Buyer to the best of its knowledge, as follows:

- a) The Seller is the owner in fee simple of and has good and Marketable Title to the Property as herein agreed to be conveyed to the Buyer.
- b) Each party executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction contemplated hereby on behalf of the Seller has due and proper authority to execute and deliver same. The Seller has the full right, power and authority to sell and convey the Property to the Buyer as provided herein and to carry out its obligations hereunder without the joinder or consent of any other person or entity or governmental body or agency or the order of any court, and the Seller has due and proper authority to execute and deliver all documents related to the consummation of the transactions.
- c) The Property is now and has been held in peaceable and undisturbed possession by the Seller since said Property was acquired and the title has never been disputed, questioned or rejected to the Seller's knowledge or belief, nor does the Seller know any facts by reason of which said possession or title may be disputed or questioned, or by reason of which any claim to any part of the Property or any interest therein adverse to that of the Seller which might be set up or made.

- d) No contract for the sale of the Property has been made and is currently in effect, and no option to purchase the same has been given to anyone other than the Buyer. The Seller will not sell, mortgage, encumber or otherwise dispose of the Property or any part thereof prior to the Closing Date, except to the Buyer.
- e) The Seller will not permit anyone, as of the Effective Date, to occupy the Property after the date of this Agreement.
- f) No tenants, persons or entities hold or possess any right to use or occupy the Property and there are no verbal or written leases currently affecting the Property.
- g) Seller has no maintenance or service contracts or other contracts relating to the maintenance and operation of the Property.
- h) No labor has been performed or material furnished for the Property: (i) for which the Seller has not heretofore fully paid, (ii) for which a Notice of Unpaid Balance and Right to File Lien Claim, construction lien, mechanic's or materialman's lien or liens, or any other lien, can be claimed by any person, party or entity, or (iii) which will not, by the Closing Date, be removed.
- i) The Seller acknowledges that all legal work necessary to transfer title shall be performed by the Seller's attorney at the Seller's sole expense.
- j) The Seller warrants that no person has been employed, directly or indirectly to solicit or secure this Agreement in violation of N.J.S.A. 52:34-15 et seq.
- k) The Seller has no knowledge of any pending or threatened legal action of any kind or character whatsoever affecting the Property, including any proceeding or administrative action arising out of the environmental condition of the Property, which will in any manner interfere with the transfer of possession or title upon consummation hereof, nor has the Seller knowledge that any such action is presently contemplated.
- l) The execution and delivery of this Agreement and the consummation of the transactions herein contemplated will not conflict with any applicable law, ordinance, regulation, statute, rule, restriction or any judgment, order or decree of any court having jurisdiction over the Seller or the Property.
- m) The Seller has no actual knowledge of, and has received no notice of, any outstanding violation of, and the Property is currently in compliance with, any governmental law, rule, statute, ordinance, or regulation affecting the Property, including, without limitation, any applicable laws, rules, regulations, ordinances, permits, orders and directives relating to environmental protection. In the event the Seller receives a notice or notices of any violation(s) after the date hereof, it will immediately provide the Buyer with a copy of same.

- n) To the best of Seller's knowledge, there has been no dumping of trash, waste, fill, or other materials on the Property during Seller's ownership thereof; no condition exists at or related to the Property which poses a significant hazard to human health or the environment; no Hazardous Materials have been produced, used, stored, treated, transported or disposed of on the Property, nor has there been any release or threatened release of Hazardous Materials, pollutants or contaminants into, upon or over the Property, or into ground or surface water at the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean materials defined as "hazardous substances," "hazardous wastes" or "solid wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. ¶9601-9657 and any amendments thereto ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. ¶6901-6987 and any amendments thereto ("RCRA"), the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq. and any amendments thereto; the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6, et seq. and any amendments thereto ("IRSA"), and any similar federal, state or local environmental statute.
- o) There are no insolvency proceedings pending or to the best of Seller's knowledge, threatened against it.
- p) Any amount due on any liens and encumbrances affecting the Property do not now and will not on the Closing Date exceed the Purchase Price.
- q) No lien has been attached to any revenues or any real or personal property owned by the Seller and located in the State of New Jersey, including, but not limited to the Property, as a result of monies being expended out of the New Jersey Spill Compensation Fund to pay for "Cleanup and Removal Costs" as such term is defined in N.J.S.A. 58:10-23.11b(d) arising from an intentional or unintentional action or omission of the Seller or of any previous owner or operator of said real property.
- r) The execution, delivery and performance of this Agreement will not conflict with or result in a breach of any material terms and conditions of, or constitute a default or require consent under the terms of any material agreement to which Seller is a party or by which Seller may be bound, or to which the Property is subject, and no consent, approval or authorization of any third party is now required for the execution, delivery and performance of this Agreement, except those that have been obtained or made, and are in full force and effect.

12.2 The representations and warranties set forth in this Agreement are made to the best of Seller's knowledge and, except for those set forth in Section 21.0, shall not survive the closing of title.

13.0 Bulk Sales Law. Buyer shall have the right to comply with N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38 and Seller shall cooperate in connection with such compliance. In furtherance thereof: (i) Seller shall prepare and deliver to the New Jersey Division of Taxation the Asset Transfer Tax Declaration (the "TTD") in the form prescribed by the Director of the New Jersey, Division of Taxation (the "Director"), so that such form is received by Buyer not less than twenty

five (25) days prior to the Closing; and (ii) Buyer may deliver a Notification of Sale, Transfer, or Assignment in Bulk (Form C-9600), together with the completed TTD and a fully executed copy of this Agreement (the "Tax Notification") to the Director by registered or certified mail or overnight delivery so that such Tax Notification is received by the Director not less than fifteen (15) days prior to Closing. Seller shall provide all information requested by Buyer to enable Buyer to complete the Tax Notification, as soon as practicable. If, at any time prior to Closing, the Director informs Buyer that a possible claim (the "Claim") for taxes imposed or to be imposed on Seller, including any interest or penalties thereon, any cost or fees imposed by the Director related thereto and any tax on the gain from the sale of the Property (collectively, "Taxes"), exists and the amount thereof (the "Deficiency"), then Buyer and Seller shall close as scheduled and without delay, and Buyer shall withhold the portion of the Purchase Price equal to the amount of the Deficiency, which amount so withheld shall be placed in an escrow account (the "Tax Escrow"), which Tax Escrow shall be held pursuant to an escrow agreement (the "Bulk Sales Escrow Agreement"), if applicable. The escrow agent shall be a title company, attorney or bank authorized to transact business in New Jersey selected by Buyer and reasonably acceptable to Seller (the "Tax Escrow Agent"). If, after Closing, the Director or Seller requests that the Buyer pay all or any portion of the Deficiency on behalf of Seller, then Buyer shall direct Tax Escrow Agent to, and Tax Escrow Agent shall, promptly release to the Division of Taxation such amount from the Tax Escrow. If the Director informs Buyer that the Deficiency has been fully paid or that the Buyer has no further liability for the Deficiency, then Buyer shall direct the Tax Escrow Agent to, and Tax Escrow Agent shall, promptly release such difference to Seller. Notwithstanding anything to the contrary contained herein, Seller shall have the right to negotiate with the Director regarding the Claim and the Deficiency; provided, however, that: (i) Buyer shall be entitled to comply with all instructions of the Director; (ii) the Closing shall not be delayed as a result thereof; and (iii) Buyer shall not be liable for any amount in excess of the Tax Escrow. In no event shall Tax Escrow Agent fail to make any distribution provided for hereunder, including, without limitation, on the grounds that Seller contests any finding of the Director. Notwithstanding anything to the contrary contained herein, Buyer shall not be liable for any Taxes (including but not limited to, Taxes owed in connection with the use and operation of the Property prior to Closing, or any Taxes on any gain realized upon the sale, transfer or assignment of the Property) and Seller shall indemnify and hold Buyer harmless from any liability or cost incurred in connection with any claim for any such Taxes, including any interest and penalties thereon and cost and fees imposed by the Director relating thereto. The indemnification provision contained in this Section 13.0 shall survive the termination of this Agreement and/or the Closing under this Agreement.

14.0 Intentionally Omitted

15.0 Discharge of Liens On or before the Closing Date, the Seller shall cause to be properly released, satisfied and discharged all mortgages, judgments, mechanic's and materialman's liens and other encumbrances and liens affecting or relating to the Property mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, construction liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date ("Mandatory Title Removal Item") and shall furnish proper evidence of having done so.

16.0 Personal Property and Fixtures This sale includes all articles of property that are attached to the Property that have become so much a part of the Property that their separation from it would lessen the value or damage the Property. Such articles are known as "fixtures".

17.0 Assignment The Seller may not assign this Agreement without the prior written consent of the Buyer, which will not be unreasonably withheld, delayed or denied. Notwithstanding anything to the contrary contained herein, the Buyer shall have the right to assign this Agreement to another agency or instrumentality of the City or other public or other quasi-public entity without the consent of the Seller.

18.0 Default

18.1 Seller Default. In the event the Seller fails to comply with any of the provisions of this Agreement, then, in addition to all other legal remedies to which the Buyer is entitled, the Buyer shall have the right to specific performance.

18.2 Buyer Default. In the event the Buyer fails to comply with any of the provisions of this Agreement, the Seller shall have all remedies available at law.

19.0 Binding Agreement This Agreement shall bind not only the Seller and the Buyer but also their heirs, executors, administrators, successors and assigns.

20.0 Entire Agreement All understandings and agreements between the Parties are merged in this Agreement which alone fully and completely expresses their agreement. This Agreement may not be changed, altered or canceled orally, but only in writing signed by the Parties.

21.0 Brokerage Commissions Each party hereto represents to the other that no finders or brokers have been involved with the introduction of the Buyer and the Seller and/or the purchase and sale of the Property. This representation shall survive Closing. Seller hereby indemnifies and agrees to protect, defend and hold Buyer harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees, charges and disbursements) incurred by Buyer by reason of any breach or inaccuracy of the representation, warranty and agreement of Seller contained in this Section 21. Buyer hereby indemnifies and agrees to protect, defend and hold Seller harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees, charges and disbursements) incurred by Seller by reason of any breach or inaccuracy of the representation, warranty and agreement of Buyer contained in this Section 21. The indemnity provisions of this Section shall survive Closing and delivery of the Deed.

22.0 Limitation of Buyer Liability The Seller hereby agrees that nothing in this Agreement shall make the Buyer or its employees or agents liable to pay any damages or costs for which it and/or they have no liability under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

23.0 Notices

23.1 All notices, requests, consents, approvals or other communications under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or delivered by a nationally recognized overnight courier service which obtains delivery receipts (e.g., Federal Express) addressed

If to the Seller, at:

119 South Broadway Trust
ADDRESS

with a copy to:

Carl D. Gensib, Esq.
850 Carolier Lane
North Brunswick, New Jersey 08902

If to the Buyer at:

City of South Amboy
Municipal Building
140 North Broadway
South Amboy, New Jersey 08879
Attn: Business Administrator

with a copy to:

Kevin P. McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

23.2 Either party may, by notice given as aforesaid, change its address for all subsequent notices. A party's attorney may deliver any notice on behalf of that party.

23.3 All notices hereunder shall be effective upon the earlier of either three (3) days after mailing (if mailed) or one (1) business day after delivery to a nationally recognized independent overnight courier.

24.0 Miscellaneous

24.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

24.2 Each of the Parties hereby agrees to execute, acknowledge, and deliver such other documents or instruments as the other may reasonably require from time to time to carry out the purposes of this Agreement.

24.3 The Effective Date of this Agreement shall be the date on which it is signed by all Parties, or, if not signed simultaneously, the date on which it is signed by the last of the Parties, which date shall be inserted at the top of the first page hereof.

25.0 Further Assurances. Each Party agrees that at any time or from time to time upon written request of the other Party, they will execute and deliver all such further documents and do all such other acts and things as may be reasonably required to confirm or consummate this transaction.

26.0 Counterparts Each person signing this Agreement warrants that he/she has full authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile or PDF copy of this Agreement, in counterparts, or with a conformed signature of the Seller with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

IN WITNESS WHEREOF the parties have caused this Agreement for Purchase of Real Property to be executed as of the date set forth on the first page hereof.

ATTEST:

CITY OF SOUTH AMBOY

By: _____
Fred A. Henry, Mayor

119 SOUTH BROADWAY TRUST

By: _____

AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made this ____ day of _____, 2024, (the "Effective Date") by and between the **CITY OF SOUTH AMBOY** (the "City" or "Buyer"), a municipal corporation of the State of New Jersey, having its address at 140 North Broadway, South Amboy, New Jersey 08879, and **THE VILLAS AT SOUTH AMBOY, LLC** (the "Seller" and, together with the Buyer, the "Parties"), a New Jersey limited liability company having its address at [_____], New Jersey ____.

1.0 Background The Seller is the owner of certain property located in the City, known as 131 S Broadway and designated as Block 36, Lot 1 on the official tax map of the City (the "Property").

2.0 Agreement to Sell The Seller agrees to sell, transfer and convey the Property to the Buyer and the Buyer agrees to buy the Property from the Seller upon the terms and conditions set forth below.

3.0 Property to be Conveyed The Property consists of all those certain lots, tracts or parcels of land together with any improvements thereon contained and the privileges contained and appurtenances thereto appertaining, including but not limited to all rights, title and interest of the Seller in and to any water rights, mineral rights, air rights, rights of surface support, adjoining strips and gores, and easements and rights-of-way incidental thereto.

4.0 Purchase Price The purchase price for the Property is **TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100** (\$250,000) (the "Purchase Price").

5.0 Payment of Purchase Price Buyer agrees to pay the entire Purchase Price to the Seller on the Closing Date (as hereinafter defined) subject to the adjustments, if any, set forth in this Agreement.

6.0 Title

6.1 The Seller shall deliver marketable and insurable title at regular rates by a title company authorized to do business in New Jersey (herein referred to as "marketable title"). If the Seller is unable to convey marketable title to the Buyer, the Buyer shall have the right to terminate this Agreement as set forth below.

6.2 The Buyer may, in its discretion and at its cost and expense, obtain a title report (the "Title Report") of the Property from a title company authorized to do business in the State of New Jersey (the "Title Company"), and, if desired by the Buyer, a survey (the "Survey") of the Property by a licensed New Jersey surveyor including a right of entry if required by the Buyer pursuant to Article 10 hereof, and to furnish a copy of the Title Report and Survey to the Seller promptly after the Buyer receives same. If anything in the Title Report or Survey constitutes a title defect which renders title to the Property to be less than marketable title, then the Buyer shall give notice thereof to the Seller, specifying in detail such title defect(s). The Seller shall cure, satisfy and/or discharge

such title defect(s) by the Closing Date (as hereinafter defined). The Seller shall be obligated to remove title defect(s) or encumbrances relating to monetary liens, whether for loans, taxes, judgments or otherwise (herein referred to as "Monetary Liens") without any further notification by the Buyer. If the Seller fails to cure, satisfy or discharge title defects which render title to the Property to be less than marketable title, by the Closing Date the Buyer shall have the right to terminate this Agreement on written notice to the Seller. If the Seller decides to cure, satisfy and/or discharge any title defect(s), the Buyer in its sole discretion may grant Seller a reasonable adjournment of the Closing Date to do so. Without limiting the foregoing, the Seller or the Buyer may use any portion of the Purchase Price to discharge Monetary Liens. The Buyer shall have the right to continue all title searches to the Closing Date to confirm that Seller is conveying marketable title.

7.0. Closing of Title

7.1 The Parties agree that the closing of title to the Property (the "Closing") shall take place on or before February 29, 2024 (the "Closing Date"), and may, in the Buyer's discretion, be by mail or, in person and, if in person, shall take place at the offices of McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue, 2nd Floor, Roseland, New Jersey 07068, or at such other place as may be specified by the Buyer, in accordance with the terms of this Agreement.

7.2 On or before the Closing Date, the Seller shall deliver to the Buyer the following in form reasonably acceptable to Buyer and its Title Company:

- a) A duly executed bargain and sale deed with covenants against grantor's acts (the "Deed") to convey title to the Property as required by this Agreement;
- b) An Affidavit of Consideration;
- c) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder, which certification shall be signed under penalty of perjury;
- d) A seller's non-residency certificate, executed by Seller with respect to the withholding requirements for New Jersey Income Tax, if applicable;
- e) Originals, or copies certified by Seller as being complete, of all applicable bills, invoices, fuel readings, and other items that shall be apportioned as of the Closing Date;
- f) An original Affidavit of Title from Seller showing no exceptions to title that impact Seller's ability to deliver marketable title and otherwise in the form acceptable to Title Company;
- g) Closing Statement signed by Seller;
- h) Evidence of termination of all service contracts, leases, and occupancy agreements together with proof of payment in full by Seller of any and all liabilities, fees, costs, or

other expenses of Seller resulting from the service contracts, the termination thereof and the release of the counterparties thereto;

- i) Originals or, if originals are not in the possession or control of the Seller, copies of plans and Surveys for the Property, to the extent same are in Seller's possession or under Seller's control;
- j) Any other customary documents reasonably requested by the Buyer or Buyer's Title Company; and
- k) Actual possession of the Property: (i) free and clear of all leases, tenancies or occupancies of any kind; (ii) free and clear of all other liens, claims, encumbrances, or interests of any kind; (iii) including keys, key fobs, combinations or card keys to all locks and security systems; (iv) and such other documents and instruments as may be reasonably required or requested by Buyer or otherwise in order to effectuate the provisions of this Agreement and the Closing of the transaction contemplated herein.

7.3 The Buyer will pay for all recording fees and realty transfer taxes incidental to conveying title to the Buyer, if any. It is expressly understood and agreed, however, that each party shall be solely responsible for its own attorney fees.

8.0 Adjustments at Closing The following adjustments are to be made at the Closing as of the end of the Closing Date: (i) real estate taxes on the basis of the fiscal year for which assessed, if any; (ii) water charges (if applicable); (iii) sewer rents (if applicable); and (iv) any other items which shall be appropriate for adjustment. If the Closing Date shall occur before a tax rate is fixed, the apportionment of real estate taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Property.

9.0 Due Diligence Period

9.1 The Buyer shall have a period of thirty (30) days from the Effective Date (the "Due Diligence Period") to conduct a review of all applicable laws, statutes, ordinances and regulations, the status of title to the Property and any other facts or matters relating to the Property which the Buyer shall deem appropriate. The Parties agree that Buyer may undertake due diligence activities to determine the environmental condition of the Property prior to the Closing Date, including the completion of a preliminary assessment and site inspection report in accordance with the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., the Technical Requirements for Site Remediation, N.J.A.C. 7:26E et seq. and the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C et seq., including an environmental file review, and inspection, sampling and borings, if necessary. The Buyer shall restore the Property to its prior condition upon the completion of such inspection. Seller shall deliver or make available to Buyer, to the extent such items are in Seller's possession or control, copies of information, reports and other documents pertinent to the environmental condition of the Property. The due diligence review shall be performed at the Buyer's sole cost and expense.

9.2 In the event the Buyer shall determine in its sole and absolute discretion that it is not satisfied with the condition of the Property as a result of its review, the Buyer shall have the right to terminate this Agreement by written notice to the Seller given prior to 5:00 p.m. on the day following the last day of the Due Diligence Period, in which event neither party shall have any further rights nor liabilities hereunder thereafter (except for provisions that expressly survive termination of this Agreement).

10.0 Right of Entry At any time prior to the Closing (including during the Due Diligence Period), and at all times upon not less than 48 hours' notice, Buyer and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "Buyer's Representatives") shall have the right to enter upon and pass through the Property during normal business hours for any purposes permitted under this Agreement and to otherwise conduct pre-closing inspections at any reasonable time prior to the Closing Date. The Buyer's right to enter upon the Property and to inspect same shall be conditioned upon the Buyer first furnishing the Seller with proof satisfactory to the Seller that all of the inspections to be conducted upon the Property by or on behalf of the Buyer shall be protected by liability insurance pursuant to a liability insurance policy having a single limit of not less than \$1,000,000.00, which policy shall be in form and issued by an insurance company licensed to do business in the State of New Jersey and which shall name the Seller as an additional insured.

11.0 Intentionally Omitted

12.0 Representations and Warranties of the Seller

12.1 For the purpose of inducing the Buyer to enter into this Agreement and to consummate the transactions contemplated hereby pursuant to the terms and conditions hereof, the Seller represents and warrants to the Buyer to the best of its knowledge, as follows:

- a) The Seller is the owner in fee simple of and has good and Marketable Title to the Property as herein agreed to be conveyed to the Buyer.
- b) Each party executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction contemplated hereby on behalf of the Seller has due and proper authority to execute and deliver same. The Seller has the full right, power and authority to sell and convey the Property to the Buyer as provided herein and to carry out its obligations hereunder without the joinder or consent of any other person or entity or governmental body or agency or the order of any court, and the Seller has due and proper authority to execute and deliver all documents related to the consummation of the transactions.
- c) The Property is now and has been held in peaceable and undisturbed possession by the Seller since said Property was acquired and the title has never been disputed, questioned or rejected to the Seller's knowledge or belief, nor does the Seller know any facts by reason of which said possession or title may be disputed or questioned, or by reason of which any claim to any part of the Property or any interest therein adverse to that of the Seller which might be set up or made.

- d) No contract for the sale of the Property has been made and is currently in effect, and no option to purchase the same has been given to anyone other than the Buyer. The Seller will not sell, mortgage, encumber or otherwise dispose of the Property or any part thereof prior to the Closing Date, except to the Buyer.
- e) The Seller will not permit anyone, as of the Effective Date, to occupy the Property after the date of this Agreement.
- f) No tenants, persons or entities hold or possess any right to use or occupy the Property and there are no verbal or written leases currently affecting the Property.
- g) Seller has no maintenance or service contracts or other contracts relating to the maintenance and operation of the Property.
- h) No labor has been performed or material furnished for the Property: (i) for which the Seller has not heretofore fully paid, (ii) for which a Notice of Unpaid Balance and Right to File Lien Claim, construction lien, mechanic's or materialman's lien or liens, or any other lien, can be claimed by any person, party or entity, or (iii) which will not, by the Closing Date, be removed.
- i) The Seller acknowledges that all legal work necessary to transfer title shall be performed by the Seller's attorney at the Seller's sole expense.
- j) The Seller warrants that no person has been employed, directly or indirectly to solicit or secure this Agreement in violation of N.J.S.A. 52:34-15 *et seq.*
- k) The Seller has no knowledge of any pending or threatened legal action of any kind or character whatsoever affecting the Property, including any proceeding or administrative action arising out of the environmental condition of the Property, which will in any manner interfere with the transfer of possession or title upon consummation hereof, nor has the Seller knowledge that any such action is presently contemplated.
- l) The execution and delivery of this Agreement and the consummation of the transactions herein contemplated will not conflict with any applicable law, ordinance, regulation, statute, rule, restriction or any judgment, order or decree of any court having jurisdiction over the Seller or the Property.
- m) The Seller has no actual knowledge of, and has received no notice of, any outstanding violation of, and the Property is currently in compliance with, any governmental law, rule, statute, ordinance, or regulation affecting the Property, including, without limitation, any applicable laws, rules, regulations, ordinances, permits, orders and directives relating to environmental protection. In the event the Seller receives a notice or notices of any violation(s) after the date hereof, it will immediately provide the Buyer with a copy of same.

- n) To the best of Seller's knowledge, there has been no dumping of trash, waste, fill, or other materials on the Property during Seller's ownership thereof; no condition exists at or related to the Property which poses a significant hazard to human health or the environment; no Hazardous Materials have been produced, used, stored, treated, transported or disposed of on the Property, nor has there been any release or threatened release of Hazardous Materials, pollutants or contaminants into, upon or over the Property, or into ground or surface water at the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean materials defined as "hazardous substances," "hazardous wastes" or "solid wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. ¶9601-9657 and any amendments thereto ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. ¶6901-6987 and any amendments thereto ("RCRA"), the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq. and any amendments thereto; the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6, et seq. and any amendments thereto ("IRSA"), and any similar federal, state or local environmental statute.
- o) There are no insolvency proceedings pending or to the best of Seller's knowledge, threatened against it.
- p) Any amount due on any liens and encumbrances affecting the Property do not now and will not on the Closing Date exceed the Purchase Price.
- q) No lien has been attached to any revenues or any real or personal property owned by the Seller and located in the State of New Jersey, including, but not limited to the Property, as a result of monies being expended out of the New Jersey Spill Compensation Fund to pay for "Cleanup and Removal Costs" as such term is defined in N.J.S.A. 58:10-23.11b(d) arising from an intentional or unintentional action or omission of the Seller or of any previous owner or operator of said real property.
- r) The execution, delivery and performance of this Agreement will not conflict with or result in a breach of any material terms and conditions of, or constitute a default or require consent under the terms of any material agreement to which Seller is a party or by which Seller may be bound, or to which the Property is subject, and no consent, approval or authorization of any third party is now required for the execution, delivery and performance of this Agreement, except those that have been obtained or made, and are in full force and effect.

12.2 The representations and warranties set forth in this Agreement are made to the best of Seller's knowledge and, except for those set forth in Section 21.0, shall not survive the closing of title.

13.0 Bulk Sales Law. Buyer shall have the right to comply with N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38 and Seller shall cooperate in connection with such compliance. In furtherance thereof: (i) Seller shall prepare and deliver to the New Jersey Division of Taxation the Asset Transfer Tax Declaration (the "TTD") in the form prescribed by the Director of the New Jersey, Division of Taxation (the "Director"), so that such form is received by Buyer not less than twenty

five (25) days prior to the Closing; and (ii) Buyer may deliver a Notification of Sale, Transfer, or Assignment in Bulk (Form C-9600), together with the completed TTD and a fully executed copy of this Agreement (the "Tax Notification") to the Director by registered or certified mail or overnight delivery so that such Tax Notification is received by the Director not less than fifteen (15) days prior to Closing. Seller shall provide all information requested by Buyer to enable Buyer to complete the Tax Notification, as soon as practicable. If, at any time prior to Closing, the Director informs Buyer that a possible claim (the "Claim") for taxes imposed or to be imposed on Seller, including any interest or penalties thereon, any cost or fees imposed by the Director related thereto and any tax on the gain from the sale of the Property (collectively, "Taxes"), exists and the amount thereof (the "Deficiency"), then Buyer and Seller shall close as scheduled and without delay, and Buyer shall withhold the portion of the Purchase Price equal to the amount of the Deficiency, which amount so withheld shall be placed in an escrow account (the "Tax Escrow"), which Tax Escrow shall be held pursuant to an escrow agreement (the "Bulk Sales Escrow Agreement"), if applicable. The escrow agent shall be a title company, attorney or bank authorized to transact business in New Jersey selected by Buyer and reasonably acceptable to Seller (the "Tax Escrow Agent"). If, after Closing, the Director or Seller requests that the Buyer pay all or any portion of the Deficiency on behalf of Seller, then Buyer shall direct Tax Escrow Agent to, and Tax Escrow Agent shall, promptly release to the Division of Taxation such amount from the Tax Escrow. If the Director informs Buyer that the Deficiency has been fully paid or that the Buyer has no further liability for the Deficiency, then Buyer shall direct the Tax Escrow Agent to, and Tax Escrow Agent shall, promptly release such difference to Seller. Notwithstanding anything to the contrary contained herein, Seller shall have the right to negotiate with the Director regarding the Claim and the Deficiency; provided, however, that: (i) Buyer shall be entitled to comply with all instructions of the Director; (ii) the Closing shall not be delayed as a result thereof; and (iii) Buyer shall not be liable for any amount in excess of the Tax Escrow. In no event shall Tax Escrow Agent fail to make any distribution provided for hereunder, including, without limitation, on the grounds that Seller contests any finding of the Director. Notwithstanding anything to the contrary contained herein, Buyer shall not be liable for any Taxes (including but not limited to, Taxes owed in connection with the use and operation of the Property prior to Closing, or any Taxes on any gain realized upon the sale, transfer or assignment of the Property) and Seller shall indemnify and hold Buyer harmless from any liability or cost incurred in connection with any claim for any such Taxes, including any interest and penalties thereon and cost and fees imposed by the Director relating thereto. The indemnification provision contained in this Section 13.0 shall survive the termination of this Agreement and/or the Closing under this Agreement.

14.0 Intentionally Omitted

15.0 Discharge of Liens On or before the Closing Date, the Seller shall cause to be properly released, satisfied and discharged all mortgages, judgments, mechanic's and materialman's liens and other encumbrances and liens affecting or relating to the Property mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, construction liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date ("Mandatory Title Removal Item") and shall furnish proper evidence of having done so.

16.0 Personal Property and Fixtures This sale includes all articles of property that are attached to the Property that have become so much a part of the Property that their separation from it would lessen the value or damage the Property. Such articles are known as "fixtures".

17.0 Assignment The Seller may not assign this Agreement without the prior written consent of the Buyer, which will not be unreasonably withheld, delayed or denied. Notwithstanding anything to the contrary contained herein, the Buyer shall have the right to assign this Agreement to another agency or instrumentality of the City or other public or other quasi-public entity without the consent of the Seller.

18.0 Default

18.1 Seller Default. In the event the Seller fails to comply with any of the provisions of this Agreement, then, in addition to all other legal remedies to which the Buyer is entitled, the Buyer shall have the right to specific performance.

18.2 Buyer Default. In the event the Buyer fails to comply with any of the provisions of this Agreement, the Seller shall have all remedies available at law.

19.0 Binding Agreement This Agreement shall bind not only the Seller and the Buyer but also their heirs, executors, administrators, successors and assigns.

20.0 Entire Agreement All understandings and agreements between the Parties are merged in this Agreement which alone fully and completely expresses their agreement. This Agreement may not be changed, altered or canceled orally, but only in writing signed by the Parties.

21.0 Brokerage Commissions Each party hereto represents to the other that no finders or brokers have been involved with the introduction of the Buyer and the Seller and/or the purchase and sale of the Property. This representation shall survive Closing. Seller hereby indemnifies and agrees to protect, defend and hold Buyer harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees, charges and disbursements) incurred by Buyer by reason of any breach or inaccuracy of the representation, warranty and agreement of Seller contained in this Section 21. Buyer hereby indemnifies and agrees to protect, defend and hold Seller harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees, charges and disbursements) incurred by Seller by reason of any breach or inaccuracy of the representation, warranty and agreement of Buyer contained in this Section 21. The indemnity provisions of this Section shall survive Closing and delivery of the Deed.

22.0 Limitation of Buyer Liability The Seller hereby agrees that nothing in this Agreement shall make the Buyer or its employees or agents liable to pay any damages or costs for which it and/or they have no liability under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

23.0 Notices

23.1 All notices, requests, consents, approvals or other communications under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or delivered by a nationally recognized overnight courier service which obtains delivery receipts (e.g., Federal Express) addressed

If to the Seller, at:

The Villas at South Amboy LLC
131 South Broadway
South Amboy, New Jersey 08779

with a copy to:

Carl D. Gensib, Esq.
850 Carolier Lane
North Brunswick, New Jersey 08902

If to the Buyer at:

City of South Amboy
Municipal Building
140 North Broadway
South Amboy, New Jersey 08879
Attn: Business Administrator

with a copy to:

Kevin P. McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

23.2 Either party may, by notice given as aforesaid, change its address for all subsequent notices. A party's attorney may deliver any notice on behalf of that party.

23.3 All notices hereunder shall be effective upon the earlier of either three (3) days after mailing (if mailed) or one (1) business day after delivery to a nationally recognized independent overnight courier.

24.0 Miscellaneous

24.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

24.2 Each of the Parties hereby agrees to execute, acknowledge, and deliver such other documents or instruments as the other may reasonably require from time to time to carry out the purposes of this Agreement.

24.3 The Effective Date of this Agreement shall be the date on which it is signed by all Parties, or, if not signed simultaneously, the date on which it is signed by the last of the Parties, which date shall be inserted at the top of the first page hereof.

25.0 Further Assurances. Each Party agrees that at any time or from time to time upon written request of the other Party, they will execute and deliver all such further documents and do all such other acts and things as may be reasonably required to confirm or consummate this transaction.

26.0 Counterparts Each person signing this Agreement warrants that he/she has full authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile or PDF copy of this Agreement, in counterparts, or with a conformed signature of the Seller with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

IN WITNESS WHEREOF the parties have caused this Agreement for Purchase of Real Property to be executed as of the date set forth on the first page hereof.

ATTEST:

CITY OF SOUTH AMBOY

By: _____
Fred A. Henry, Mayor

VILLAS AT SOUTH AMBOY, LLC

By: _____