

**AGENDA
COUNCIL MEETING
MARCH 18, 2026**

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

7:00 P.M.

1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT
2. OPENING PRAYER AND SALUTE TO THE FLAG
3. ROLL CALL: CONRAD _____, DATO _____, LENAHAN _____, REILLY _____, GROSS _____
4. CERTIFICATION OF MEETING BY CITY CLERK

HONORING THE SOUTH AMBOY MIDDLE/HIGH SCHOOL BOYS BASKETBALL TEAM

- Won the Division for the first time since 2008.

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. 26-078 through NO. 26-088 are hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

- | | |
|------------|--|
| NO. 26-078 | RESOLUTION REQUESTING APPROVAL FOR AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION IN ACCORDANCE WITH <u>N.J.S.A. 40A:4-20</u> |
| NO. 26-079 | RESOLUTION APPROVING THE CERTIFICATION LIST OF VOLUNTEER MEMBERS OF THE CITY OF SOUTH AMBOY FIRST AID ORGANIZATION QUALIFYING FOR CREDIT UNDER THE LENGTH OF SERVICE AWARDS PROGRAM (LOSAP) FOR 2025 |
| NO. 26-080 | RESOLUTION APPROVING THE CERTIFICATION LIST OF VOLUNTEER MEMBERS OF THE CITY OF SOUTH AMBOY FIRE FIGHTERS QUALIFYING FOR CREDIT UNDER THE LENGTH OF SERVICE AWARDS PROGRAM (LOSAP) FOR 2025 |
| NO. 26-081 | RESOLUTION AUTHORIZING A VETERAN TAX EXEMPTION - Edgar A. Sanchez |
| NO. 26-082 | RESOLUTION OF THE CITY OF SOUTH AMBOY APPROVING AN AFFORDABLE HOUSING SPENDING PLAN |
| NO. 26-083 | RESOLUTION OF THE CITY OF SOUTH AMBOY APPROVING AN AFFORDABLE HOUSING AFFIRMATIVE MARKETING PLAN |

- NO. 26-084 RESOLUTION AUTHORIZING THE PLACE TO PLACE TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE NO. 1220-33-011-008 – 103 South Broadway
- NO. 26-085 RESOLUTION AWARDDING STATE CONTRACT 24-PROS1-114534, T2770 FOR PROFESSIONAL CONSULTING SERVICES FOR THE DEPARTMENTS OF POLICE, FIRE, AND EMERGENCY MANAGEMENT
- NO. 26-086 RESOLUTION AUTHORIZING A REFUND OF A MERCANTILE LICENSE – SWEET & STICKY LLC
- NO. 26-087 RESOLUTION AUTHORIZING A REFUND OF A MERCANTILE LICENSE – KONA ICE OF BRIDGEWATER
- NO. 26-088 RESOLUTION AUTHORIZING A REFUND OF A MERCANTILE LICENSE – L&D Industries LLC dba Mister Softee

BUDGET INTRODUCTION:

RESOLUTION NO. 26-089

WAIVER OF READING IN FULL OF THE BUDGET FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2026.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 25-089 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION NO. 26-090

RESOLUTION TO INTRODUCE THE BUDGET FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2026.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 26-090 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTIONS:

RESOLUTION NO. 26-091

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 February 18, 2026 Council Meeting.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 26-091 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION NO. 26-092

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 March 12, 2026, 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. 26-092 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

ORDINANCES:

ADOPTION/SECOND READING

ORDINANCE 2026-03

ORDINANCE OF THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX, NEW JERSEY, APPROPRIATING A \$6,018,000 UNITED STATES DEPARTMENT OF TRANSPORTATION PASSENGER FERRY GRANT TO PROVIDE FOR FERRY TERMINAL SITE IMPROVEMENTS

OPEN PUBLIC
CLOSE PUBLIC

MOVED by: _____, of the Council of the City of South Amboy, that Ordinance #2026-03 is hereby adopted. **SECONDED by:** _____, **ROLL CALL VOTE:**

COMMENTS:

PUBLIC COMMENTS:

ADJOURNMENT PUBLIC PORTION OF THE MEETING TO GO INTO CLOSED SESSION

RESOLUTION NO. 26-093

RESOLUTION TO ENTER INTO EXECUTIVE SESSION

ADJOURNMENT:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-078
RESOLUTION REQUESTING APPROVAL FOR AUTHORIZING
AN EMERGENCY TEMPORARY APPROPRIATION
IN ACCORDANCE WITH N.J.S.A. 40A:4-20**

WHEREAS, an emergent condition has arisen due to the anticipated delay in the adoption of the 2026 budget, and adequate provision has not been made in the 2026 temporary budget for the appropriations specified on the attached page; and

WHEREAS, the total emergency temporary resolutions adopted in 2026 pursuant to the provision of Chapter 96, P.L. 1951 (N.J.S.A 40A:4-20) including this resolution total \$9,082,019.00;

NOW, THEREFORE, BE, AND IT IS, HEREBY, RESOLVED by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S. 40A:4-20:

1. Emergency temporary appropriations be and the same are hereby made as specified on the attached page in the amount of \$1,879,279.00, and;
2. That said emergency temporary appropriations will be provided in the 2026 budget under the headings as specified on the attached page.
3. That one certified copy of this resolution be filed with the Director of Local Government Services.

<i>City of South Amboy</i>		<u>2026 Emergency Temporary Budget</u>		
<u>Dept #</u>	<u>DEPARTMENT</u>	<u>SALARIES</u>	<u>OTHER</u>	<u>TOTAL</u>
36-471	PERS	\$ -	\$ 530,343.00	\$ 530,343.00
36-475	PFRS	-	1,348,936.00	1,348,936.00
		-	\$ 1,879,279.00	\$ 1,879,279.00

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 26-079

RESOLUTION APPROVING THE CERTIFICATION LIST OF VOLUNTEER MEMBERS OF THE CITY OF SOUTH AMBOY FIRST AID ORGANIZATION QUALIFYING FOR CREDIT UNDER THE LENGTH OF SERVICE AWARDS PROGRAM (LOSAP) FOR 2025

WHEREAS, The City of South Amboy adopted Ordinance No. 20-99 which created the Length of Service Awards Program (LOSAP); and,

WHEREAS, N.J.S.A. 40A:14-191 requires that the City of South Amboy First Aid Organization furnish the City Council with an annual certification list of all volunteer members who have qualified for credit under the award program for the previous year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Amboy, County of Middlesex, New Jersey that the City Council hereby approves the list of the volunteer members of the City of South Amboy certified by the Organization LOSAP Coordinator for the year 2025, a copy of which list is attached here as Exhibit A; and,

BE IT FURTHER RESOLVED that a copy of this list has been posted for at least thirty (30) days in the First Aid Squad.

BE IT FURTHER RESOLVED that after thirty (30) day posting period the Township treasurer will issue a check to cover volunteers on the attached list to Lincoln Financial.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 26-080

RESOLUTION APPROVING THE CERTIFICATION LIST OF VOLUNTEER MEMBERS OF THE CITY OF SOUTH AMBOY VOLUNTEER FIRE FIGHTERS QUALIFYING FOR CREDIT UNDER THE LENGTH OF SERVICE AWARDS PROGRAM (LOSAP) FOR 2025

WHEREAS, The City of South Amboy adopted Ordinance No. 20-99 which created the Length of Service Awards Program (LOSAP); and,

WHEREAS, N.J.S.A. 40A:14-191 requires that the City of South Amboy Volunteer Fire Fighters furnish the City Council with an annual certification list of all volunteer members who have qualified for credit under the award program for the previous year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Amboy, County of Middlesex, New Jersey that the City Council hereby approves the list of the volunteer members of the City of South Amboy Volunteer Fire Fighters certified by the Department LOSAP Coordinator for the year 2025, a copy of which list is attached here as Exhibit A; and,

BE IT FURTHER RESOLVED that a copy of this list has been posted for at least thirty (30) days in each firehouse building.

BE IT FURTHER RESOLVED that after thirty (30) day posting period the Township treasurer will issue a check to cover volunteers on the attached list to Lincoln Financial.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

Exhibit A

SOUTH AMBOY FIRE DEPARTMENT 2025 L.O.S.A.P.

February 1, 2026

Mr. Mayor and Council;

The following are members of the Fire Dept. who have qualified for the L.O.S.A.P. program for the calendar year 2025:

W. Tom Kross	Mark Herdman	Michael Toth	Brian Kuhn
David Gumprecht	Thomas Hetzel	Ken Kokoszka	V. Gene Cox
Kevin Wiater	Patrick Hetzel	Victoria LaVigne	Thomas Coman
Jeremy VanMeter	John Kelly	Michael Kelly	Bruce Miller
Harry Ward	John Dragotta	Ed Szatkowski	Tom Szatkowski Sr.
Dean Kenny	Tim W. Walczak	Jamie Norek	David Barlics
Thomas Dalfonzo	Charles Honimar	Thomas Parsons	Tom Szatkowski Jr.
David Szatkowski	John Fedorka	Andrew Fedorka	Keith Scheetz
Dan McCabe	Tom Kross	Francis Mulvey	Drew Newcomb Sr.
Robert O'Connor	Rafael Albarran	Michael Gawron	Dan Martin
Luiz Cruz	Kristen Mroz	Richard Johnson	Gary Colfer
Larry McMahan	Andy Pipala	Timothy Gay	Robert Sekerak
Jason Galiato			

The following names are members of the First Aid Squad who have also qualified for the L.O.S.A.P. program as reported to me by their officers for the calendar year 2025:

Gabriel Albarran	Davey Cheng	Matt Coyle	Jonasz Knapik
Dominik Pawlus	Michelle Rojas	Taylor Salmon	Robert Sekerak
David Triestman	Rohan Vivek	Karen Walczak	Tim W. Walczak
Avanish Yadavalli			

Respectfully,



Brian F. Kuhn
L.O.S.A.P. Coordinator

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-081
RESOLUTION AUTHORIZING A VETERAN
TAX EXEMPTION - Edgar A. Sanchez**

WHEREAS, Edgar A Sanchez is the owner of premises situated at and known as 7 South Shore Dr, known and designated as Block 79 Lot 11.07 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, Edgar A Sanchez was declared 100% disabled veteran; and

WHEREAS, Edgar A Sanchez 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 1-17-2026; and

WHEREAS, Edgar A Sanchez was declared 100% disabled by the Department of Veterans Affairs on 5-16-2025; and

WHEREAS, the property taxes on the 1st quarter 2026 have been paid and a refund is due in the amount of 2284.30; 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 Tax Collector is hereby authorized to refund prorated share of 1st quarter 2066 in the amount of 2284.30 and cancel taxes on 2nd quarter 2026 in the amount of 2777.88; and

BE IT FURTHER RESOLVED, under and by virtue of NJSA 54:4-3.30 that the property known as Block 79 Lot 11.07 on the tax map of the City of South be and the same is hereby declared to be exempt from taxation from and after 1-17-2026.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-082
RESOLUTION OF THE CITY OF SOUTH AMBOY
APPROVING AN AFFORDABLE HOUSING SPENDING PLAN**

WHEREAS, the City of South Amboy, County of Middlesex (the "City") is a public body corporate and politic of the State of New Jersey; and

WHEREAS, a proposed Spending Plan has been prepared by the City's Affordable Housing Planner, Golda MacMillan, PP, AICP, as part of the City's Housing Element and Fair Share Plan; which sets forth the City's projections regarding the collection of funds and the expenditure of such funds in furtherance of the City's affordable housing programs; and

WHEREAS, the City desires to approve the proposed Spending Plan on file in the City Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Amboy as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The City Council of the City of South, County of Middlesex, State of New Jersey hereby approves the proposed Spending Plan.
3. A copy of this Resolution shall be available for distribution to the public and for public inspection at the City offices.
3. This Resolution shall take effect immediately.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**The City of South Amboy
Middlesex County**

**Affordable Housing Trust Fund Spending Plan
Round Four (2025-2035)**

Prepared For:



The City of South Amboy
140 North Broadway
South Amboy, NJ, 08879

Introduction

Pursuant to N.J.A.C. 5:99, a Spending Plan means “a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.”

All residential and non-residential development fees, payment in lieu of constructing affordable units, barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs are deposited into this interest-bearing Affordable Housing Trust Fund (AHTF). These funds shall be spent in accordance with N.J.A.C. 5:99 or applicable regulations.

A development fee ordinance creating a dedicated revenue source for - and moderate-income housing was adopted by the municipality establishing South Amboy’s AHTF. As such, South Amboy has prepared this Spending Plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of Proposed New Rules: N.J.A.C. 5:99.

Authorization of Affordable Housing Trust Fund

A municipality shall not spend, or commit to spend, any affordable housing trust funds, including Statewide non-residential fees collected and deposited into the municipal affordable housing trust fund, without first obtaining the approval of the expenditure as part of its compliance certification or by the Division pursuant to N.J.S.A. 52:27D-329.2.a(4). A municipality within the jurisdiction of the Program or a court of competent jurisdiction shall not spend affordable housing trust funds unless the Program has approved a plan for spending such funds in accordance with N.J.S.A. 52:27D-329.2.a(4) or the Division has approved spending plan expenditures for emergent opportunities to create affordable housing after a municipality has obtained compliance certification in conformance with N.J.A.C. 5:99-4.

Account Requirements and Use of Funds (5:99-2.2 to 2.8)

Account Requirements

(a) All affordable housing trust funds shall be deposited in a separate, interest-bearing account. In establishing the account, the municipality shall provide written authorization, in the form of a three-party escrow agreement between the municipality, the bank or other financial institution, and the Division, to permit the Division to direct the disbursement of the funds, as provided for at N.J.A.C. 5:99-5.6,

shall be maintained at all times. This authorization shall be submitted to the Division within 21 days from the opening of the trust fund account and/or within 21 days of any change in banks or other financial institutions in which trust funds are deposited.

(b) With the approval of the Department's Division of Local Government Services, the municipality may invest its affordable housing trust fund in the State of New Jersey cash management fund, provided that the amount of money in the cash management fund that comprises the funds and income attributable to such funds shall at all times be identifiable.

(c) All interest accrued in the affordable housing trust fund shall only be used on eligible affordable housing activities included in an approved spending plan or an emergent opportunity authorized by the Division.

(d) A municipality within the jurisdiction of the Program or a court of competent jurisdiction shall not spend affordable housing trust funds unless the Program or a court of competent jurisdiction has approved a plan for spending such funds in accordance with N.J.S.A. 52:27D-329.2.a(4) or the Division has approved spending plan expenditures for emergent opportunities to create affordable housing after a municipality has obtained compliance certification in conformance with N.J.A.C. 5:99-4.1.

(e) Any municipality with an affordable housing trust fund account shall be subject to N.J.A.C. 5:99-4.

(f) Municipal affordable housing trust funds shall not be expended:

1. To reimburse the municipality for activities that occurred prior to the authorization of a municipality to collect development fees;
2. On attorney fees or court costs to obtain a judgment of compliance or order of repose, including any associated administration costs;
3. On any costs in connection with a challenge to a determination of the municipality's fair share obligation; or
4. On any costs in connection with a challenge to the municipality's obligation, housing element, or fair share plan.

(g) In addition to the restrictions at (f) above, no more than 20 percent of all affordable housing trust funds, exclusive of those collected prior to July 17, 2008, to fund an RCA, may be expended on administration, in accordance with N.J.A.C. 5:99-2.4.

(h) A municipality shall set aside a portion of its affordable housing trust fund for the purpose of providing affordability assistance to low- and moderate-income

households in affordable units included in a municipal fair share plan, in accordance with N.J.A.C. 5:99-2.5.

(i) Compliant municipalities, Qualified Urban Aid Municipalities, or municipalities that have previously collected such funds while under the protection of presumptive validity of their affordable housing plan or immunity from exclusionary zoning litigation and in accordance with an approved spending plan are authorized to commit or expend affordable housing trust funds in accordance with this chapter, UHAC, and the Act.

(j) A non-compliant Qualified Urban Aid Municipality meeting the criteria set forth in paragraph (1) of subsection c. of section 7 at P.L. 2024, c. 2, which has been authorized to collect residential development fees pursuant to N.J.A.C. 5:99-3.5(b), may not spend, or commit to spend, any affordable housing development fees, without first obtaining the Division's approval of the expenditure by submitting a spending plan for current funds in the municipal affordable housing trust fund and projected funds through the current round. The Division shall review the spending plan for consistency with N.J.A.C. 5:99-2 and shall notify the municipality upon the approval of the spending plan.

Use of Funds for Housing Activity

(a) A municipality may use affordable housing trust funds for any housing activity as itemized in the spending plan and approved by the Program or as approved by the Division as an emergent opportunity to create affordable housing. Such activities include, but are not limited to:

1. A rehabilitation program whose purpose is to renovate deficient housing units that are occupied by low- and moderate-income households, in accordance with the New Jersey State Housing Code, N.J.A.C. 5:28, or the requirements of the Rehabilitation Subcode, N.J.A.C. 5:23-6, as applicable. Any recaptured funds from a rehabilitation program shall be deposited into a municipality's affordable housing trust fund and subject to the provisions thereof;
2. New construction of affordable housing units and related development costs; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;
3. Creation of a market to affordable program to pay down the cost of unrestricted units and offer them in sound condition, for sale or rent, at affordable prices to low- and moderate-income households to address all or a portion of the affordable housing obligation;
4. Extensions or improvements of roads and infrastructure directly serving affordable housing development sites; in the case of inclusionary developments,

costs shall be prorated based on the proportion of affordable housing units included in the development;

5. RCAs, approved prior to July 17, 2008;
6. Acquisition and/or improvement of land to be used for affordable housing;
7. Accessory dwelling units;
8. The extension of expiring controls;
9. The construction of group homes and supportive and special needs housing;
10. Maintenance and repair of affordable housing units;
11. To defray the costs of structured parking; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;
12. Affordability assistance in accordance with N.J.A.C. 5:99-2.5;
13. Repayment of municipal bonds issued to finance low- and moderate-income housing activity;
14. Any other activity as specified in the approved spending plan or as approved by the Division as an emergent affordable housing opportunity; or
15. Any other activity approved by the Division.

Use of Funds for Administrative Expenses

(a) No more than 20 percent of all affordable housing trust funds, exclusive of those collected prior to July 17, 2008, to fund an RCA, shall be expended on administration.

(b) Administrative expenses may include costs reasonably related to the determination of the fair share obligation and the development of a municipal housing element and fair share plan and may include fees necessary to develop or implement affordable housing programs, an affirmative marketing program, and/or expenses that are reasonably necessary for compliance with the processes of the Program, including, but not limited to, the costs to the municipality of resolving a challenge pursuant to the Program.

(c) Administrative expenses may also include costs associated with functions carried out in compliance with UHAC, including activities related to the marketing program and waitlist management, administering the placement of occupants in housing units,

income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing, and compliance with the Division's monitoring requirements.

(d) The proportion of a municipal employee's salary related to the MHL or RCA administrator functions and fees for required educational programs, may be paid as an administrative expense from the municipal affordable housing trust fund.

Use of Funds for Affordability Assistance

(a) A municipality shall set aside a portion of all development fees collected and interest earned for the purpose of providing affordability assistance to low- and moderate-income households in affordable units included in the municipality's fair share plan.

1. Affordability assistance for very-low-income households may include offering a subsidy to developers of inclusionary or 100 percent affordable housing developments or buying down the cost of low- or moderate-income units in a municipal fair share plan to make them affordable to very low-income households, including special needs and supportive housing opportunities.

(b) A municipality may contract with a private or public entity to administer any part of its housing element and fair share plan, including the requirement for affordability assistance, or any program or activity for which the municipality expends development fee proceeds.

Barrier-Free Escrow

An affordable housing trust fund may include fees collected to adapt affordable unit entrances to be accessible in accordance with the Act and the Barrier Free Subcode, N.J.A.C. 5:23-7. The municipality shall set forth the mechanism by which it will collect and distribute funds intended to convert adaptable entrances in compliance with the technical design standards of the Barrier Free Subcode at N.J.A.C. 5:23-7. Funds collected for this purpose shall at all times be identifiable from other funds. A municipality that collects, or anticipates collecting, funds to adapt affordable unit entrances shall identify the funds on its monitoring report pursuant to N.J.A.C. 5:99-5.

Payments in Lieu of Constructing Affordable Units On-Site

(a) Payments in lieu of constructing affordable units shall not be imposed on any non-residential development.

(b) A municipality that chooses to collect or anticipates collecting payments in lieu of constructing affordable units shall identify the funds on its monitoring report pursuant to N.J.A.C. 5:99-5.2 and include a plan for the use of the funds in its spending plan.

(c) Payment-in-lieu fees shall be deposited into the municipality's affordable housing trust fund, but shall be accounted for separately from any other fees collected by a municipality. Whenever a payment-in-lieu fee is assessed by a municipality pursuant to this section, a development fee authorized pursuant to N.J.S.A. 52:27D-329.2 shall not be charged in connection with the same development.

Other Funds

(a) An affordable housing trust fund may also contain recaptured funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines and application fees, and any other funds collected by the municipality in connection with its affordable housing programs. A municipality that collects, or anticipates collecting, such fees shall identify the funds on its monitoring report pursuant to N.J.A.C. 5:99-5 and include a plan for the use of the funds in its spending plan.

(b) An affordable housing trust fund shall also contain any excess RCA funds, where the RCA has been completed in accordance with the RCA project plan.

(c) A municipality that is not a compliant municipality may not retain excess RCA funds and shall transfer any such funds to the New Jersey Affordable Housing Trust fund established pursuant to N.J.S.A. 52:27D-320.

Spending Plan

Revenues + Expenditures for Certification Period

South Amboy has considered the following AHTF revenue sources between the period of 2025-2035:

- Development fees: The City will implement a development fee ordinance applicable to both residential and nonresidential fee projects. Collected fees will be allocated to the Affordable Housing Trust Fund and are anticipated to generate additional revenue for affordable housing initiatives. As no prior ordinance established a framework for assessing developer contributions, projected revenue estimates remain indeterminate at this time. All funds will be programmed and expended in accordance with the regulatory standards outlined in N.J.A.C. 5:99-2.2 through 2.8, governing account administration and permissible uses.
- Payment in lieu of constructing affordable units are not anticipated.
- Barrier-free escrow funds are not anticipated.
- Funds from other sources such as the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, or proceeds from the sale of affordable units are not anticipated.

- Projected Interest of \$8,443 annually:

<i>2022 Interest</i>	\$	3,013
<i>2023 Interest</i>	\$	6,766
<i>2024 Interest</i>	\$	15,549
<i>Average</i>	\$	8,443

As such, South Amboy intends to use affordable housing trust fund revenues in accordance with 5:99-2.2 to 2.8, as detailed in the table on the following page.

Excess or Shortfall of Funds

The governing body reserves the right to revise projections and anticipated funding commitments based upon actual revenues to the Affordable Housing Trust Fund and any revisions to the Housing Element and Fair Share Plan.

In the event that a shortfall of anticipated revenues occurs, the municipality will revise its Spending Plan accordingly.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used toward low- and moderate-income housing in accordance with 5:99-2.2 to 2.8 and the Spending Plan will be revised accordingly.

Revenues		
Current cash on hand as of March 11, 2026		\$1,050,369
Projected payment in lieu of constructing affordable units	+	\$0
Projected barrier-free escrow funds	+	\$0
Projected recapture funds, sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, or any other funds collected by the municipality in connection with its affordable housing programs	+	\$0
Projected Interest (Average annual interest of \$8,443 x 10 years)	+	\$84,430
Projected Revenues	=	\$1,134,799*
Expenditures		
Rehabilitation program whose purpose is to renovate deficient housing units that are occupied by low- and moderate-income households OR Affordability Assistance OR New construction of affordable housing units and related development costs		(\$907,839)**
Total Administration (Max 20%)	-	(\$226,960)
Total Projected Expenditures	=	(\$1,134,799)
Remaining Balance	=	\$0

* Any developer fee revenue from the newly created Developer Fee Ordinance shall be captured and expended in accordance with 5:99-2.2 to 2.8

**The City has agreed to allocate funding to the local American Legion in support of the Stars and Stripes Veterans Center of South Amboy. The final funding amount will be determined following review of the project's subsidy requirements, financial pro forma, and completion of due diligence. All funds shall comply with use of funds for housing activity consistent with § 52:27D-320.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-083
RESOLUTION OF THE CITY OF SOUTH AMBOY
APPROVING AN AFFORDABLE HOUSING AFFIRMATIVE
MARKETING PLAN**

WHEREAS, the City of South Amboy, County of Middlesex (the "City") is a public body corporate and politic of the State of New Jersey; and

WHEREAS, a proposed Affordable Housing Affirmative Marketing Plan has been prepared by the City's Affordable Housing Planner, Golda MacMillan, PP, AICP, as part of the City's Housing Element and Fair Share Plan; which sets forth the City's projections regarding the collection of funds and the expenditure of such funds in furtherance of the City's affordable housing programs; and

WHEREAS, the City desires to approve the proposed Affordable Housing Affirmative Marketing Plan on file in the City Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Amboy as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The City Council of the City of South, County of Middlesex, State of New Jersey hereby approves the proposed Affordable Housing Affirmative Marketing Plan.
3. A copy of this Resolution shall be available for distribution to the public and for public inspection at the City offices.
4. This Resolution shall take effect immediately.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 4, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-084
RESOLUTION AUTHORIZING THE PLACE TO PLACE
TRANSFER OF PLENARY RETAIL CONSUMPTION
LICENSE NO. 1220-33-011-008**

WHEREAS, Jetmir Kacic of 534 Aumack Avenue, Union Beach, NJ 07735 submitted an application for a Place to Place license transfer on October 1, 2025, of license 1220-33-011-008; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid and the City of South Amboy has no objection to the Place to Place license transfer; and

WHEREAS, the License has been properly renewed for the current license term, and the applicant/licensee is qualified to be licensed according to the requirements of Title 33 of the New Jersey Statutes as well as local ordinances consistent with Title 33 and the applicant/licensee has disclosed the necessary requirements for this application.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Amboy, Middlesex County, New Jersey, that the Governing Body of the City of South Amboy does hereby approve, effective March 19, 2026, the place to place transfer of the aforesaid Plenary Retail Consumption License No. 1220-33-011-008 to 103 South Broadway, South Amboy, NJ 08879, and does hereby direct that the Municipal Clerk to endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to a plenary retail license with the mailing address of 103 South Broadway, South Amboy, NJ 08879".

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-085
RESOLUTION AWARDDING STATE CONTRACT 24-PROS1-114534, T2770
FOR PROFESSIONAL CONSULTING SERVICES FOR THE DEPARTMENTS OF
POLICE, FIRE, AND EMERGENCY MANAGEMENT**

WHEREAS, there is a need for FEMA Public Assistance, Individual Assistance and Mitigation Planning, Grant Writing and Management, Updating of Emergency Operations Plans, Updating of Hazard Mitigation Plans, Public Safety Accreditation Services, Exercise Planning and Evaluations, and all other work as requested; and

WHEREAS, the anticipated term of this contract is thirty (30) months, commencing on March 18, 2026, and ending September 30, 2028; and,

WHEREAS, Continuity Operations Group, LLC, 174 Nassau Street, Suite 318, Princeton, NJ 08542 was deemed qualified; and

WHEREAS, the contract can be awarded through NJ State Contract 24-PROS1-114534, T2770 and will not exceed \$53,000.00; and

WHEREAS, public bids are not required when the purchase is under a State Contract in accordance with N.J.S.A. 40A:11-12, of the Local Public Contracts Law;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Business Administrator is hereby authorized and directed to execute a contract with Continuity Operations Group, LLC 174 Nassau Street, Suite 318, Princeton, NJ 08542 for services for consulting services for the department of police, fire, and emergency management, and will not exceed \$53,000.00.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

AGREEMENT BETWEEN
City of South Amboy, New Jersey
AND
CONTINUITY OPERATIONS GROUP, LLC (COG)

March 18, 2026

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**AGREEMENT BETWEEN
City of South Amboy, New Jersey
AND
CONTINUITY OPERATIONS GROUP (COG), LLC**

AGREEMENT made this 18th day of March of the year 2026

Between the Owner:

**City of South Amboy
140 North Broadway
South Amboy, New Jersey 08879
Phone: (732) 727-4600**

and the (CONSULTANT) firm of:

**Continuity Operations Group, LLC
174 Nassau Street, Suite 318
Princeton, New Jersey 08542
Phone: (703) 651-6199
Fax: (703) 542-0103**

for services in connection with the project known as:

Professional Consulting Services for the Departments of Police, Fire and Emergency Management

The **City of South Amboy** (referred to as the "Owner") and Continuity Operations Group, LLC (referred to as the "CONSULTANT"), agree as set forth herein and in accordance with New Jersey State Contract Number: 24-PROS1-114534, T2770.

ARTICLE 1 RELATIONSHIP OF THE PARTIES

1.1 Owner and CONSULTANT

Continuity Operations Group, LLC, hereinafter referred to as "CONSULTANT", shall be the Owner's agent in providing **Professional Consulting** services described in **Article 3** of this Agreement. The CONSULTANT and the Owner shall perform as stated in this Agreement and the CONSULTANT and Owner accepts the relationship of trust and confidence between them, which is established herein.

1.2 Standard of Care

The CONSULTANT covenants with the Owner to furnish its skill and judgment with due care and in accordance with applicable federal, state, and local laws and regulations which are in effect on the date of this Agreement first written above, in carrying out their responsibilities defined in Article 3 of this contract.

ARTICLE 2 PROJECT DEFINITION

The Project for which the Owner has contracted the services of the CONSULTANT is described below:

Perform all FEMA Public Assistance, Individual Assistance and Mitigation Planning, Grant Writing and Management, Updating of Emergency Operations Plans, Updating of Hazard Mitigation Plans, Public Safety Accreditation Services, Exercise Planning and Evaluations, and all other work as requested.

ARTICLE 3 SCOPE OF DUTIES AND TERM OF CONTRACT

3.1 The CONSULTANT will perform all FEMA Public Assistance, Individual Assistance and Mitigation Planning, Grant Writing and Management, Updating of Emergency Operations Plans, Updating of Hazard Mitigation Plans, Public Safety Accreditation Services, Exercise Planning and Evaluations, and all other work as requested.

3.2 The terms of this agreement shall be for 30 months, commencing on March 18, 2026, and ending September 30, 2028, with two (2) one year renewal options, if agreed to in writing by the parties, by July 31, 2028.

3.3 The CONSULTANT will work with the appropriate federal, state, local and private agencies for obtaining funds and maximizing and ensuring compliance. CONSULTANT will respond to any audit inquiry from FEMA, OIG, applicable State auditors, and any other agency as required.

ARTICLE 4 OWNER'S RESPONSIBILITIES

- 4.1 The Owner shall provide the CONSULTANT with complete information regarding the Owner's requirements for the Project.
- 4.2 The Owner shall examine information submitted by the CONSULTANT and shall render decisions pertaining thereto promptly.
- 4.3 The Owner shall provide legal, accounting, contract review and insurance counseling services as may be necessary for the Project.

ARTICLE 5 COMPENSATION AND PAYMENT

5.1 Compensation for FEMA Public Assistance Grant Administration and Other Work

The Owner shall compensate the CONSULTANT for performing the Basic Services described in Article 2:

- 5.1.1 A fee not to exceed the current dollar amounts as listed in New Jersey State Contract Number: T-2770. The fee breakdown is indicated in Appendix "A." This breakdown outlines the various positions, billing rates for each position and the estimated hours and timeframes for each position during contract duration for the scope of services outlined in the request for proposals.
- 5.1.2 Any additional services requested by the owner shall be negotiated.

5.2 Payment

Payment to be made by the Owner to the CONSULTANT for the cost of providing services will be based on monthly, detailed invoices which will set forth the hours worked during the billing period. The billing rates indicated in Appendix "A" will be applied against the actual hours for each position to arrive at the total fee for each month.

- 5.2.1 The CONSULTANT will submit a detailed monthly invoice to the Owner for the fee and reimbursable expenses incurred for the billing period. The Owner shall make payment to the CONSULTANT of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Owner's receipt of the invoice.
- 5.2.2 Payments due to the CONSULTANT that are unpaid for more than sixty (60) days from the date of the CONSULTANT's invoice shall bear interest at the prevailing rate. Payments due to CONSULTANT for any FEMA Public Assistance shall be covered

under the Category Z FEMA project which covers all fees for administrative and consultant work. In the initial billings, The City (OWNER) shall be responsible for no more than Two Thousand (\$2,000.00) dollars of the initial billing payment with recovered FEMA funds covering the balance.

- 5.2.3 Accounting Records: Record of the CONSULTANT's personnel expense, CONSULTANT fees and direct expenses pertaining to the Project shall be maintained based on generally accepted accounting practices and shall be available for inspection by the Owner or the Owner's representative at mutually convenient times for a period from the date of this Agreement through two years after completion of the Construction Phase Basic Services.

ARTICLE 6 INSURANCE AND MUTUAL INDEMNITY

6.1 CONSULTANT's Liability Insurance

- 6.1.1 CONSULTANT shall maintain at its own expense, and at all times, the following insurance coverage: (1) commercial general liability with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (2) workers compensation (statutory) insurance that satisfies all statutory requirements in the state of Louisiana, and (3) professional liability insurance with limits of at least two million (\$2,000,000) each claim.

6.1.2 CONSULTANT's Liability Limitation

The total liability of the CONSULTANT to the Owner for any and all issues arising out of this contract shall be limited to the insurance coverage designated in this contract combined with the amount of the total compensation actually paid to the CONSULTANT by the Owner pursuant to this agreement.

6.2 Indemnity

- 6.2.1 CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgements of sums of money to any party occurring against the County of Middlesex growing out of, resulting from, or by reason of any act or omission of CONSULTANT. Such indemnification shall include the OWNER'S fees and costs of litigation, including, but not limited to, reasonable attorney's fees.

ARTICLE 7 TERM AND TERMINATION

7.1 Termination

- 7.1.1 Unless earlier terminated in accordance with these subsections 7.1.1.1 – 7.1.5, the term of service shall begin April 1, 2025. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; providing that no such termination may be affected unless the other party is given:
- 7.1.1.1 Written notification (delivered by certified mail) that the other party is in material breach of the contract and the notification specifies the breach.
 - 7.1.1.2 Fifteen (15) calendar days to cure the breach.
 - 7.1.1.3 An opportunity for consultation with the terminating party prior to the termination.
 - 7.1.1.4 Termination notification (delivered by certified mail) that the breach has not been cured and providing an additional fifteen (15) calendar days prior to termination.

- 7.1.2 This Agreement may be terminated in whole or in part in writing by the Owner for its convenience; provided the CONSULTANT is given (i) not less than thirty (30) days written notice (delivered by certified mail) of intent to terminate and (ii) an opportunity for consultation with the Owner prior to termination.
- 7.1.3 If termination pursuant to Subparagraph 7.1.1 is affected by the Owner, the CONSULTANT will be paid for work performed. If termination pursuant to Section 7.1.1 is affected by the CONSULTANT or if termination pursuant to Section 7.1.2 is affected by the Owner, the CONSULTANT shall be entitled to an equitable adjustment in compensation. The equitable adjustment for any termination shall provide for payment of the CONSULTANT for services rendered and expenses incurred prior to the termination.
- 7.1.4 Upon receipt of a termination notice pursuant to Paragraph 7.1.1, the CONSULTANT shall (i) promptly discontinue all services affected (unless the notice directs otherwise), and (ii) deliver or otherwise make available to the Owner all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.
- 7.1.5 If, after termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been affected for the convenience of the Owner. In such event, adjustment for the compensation provided for in this Agreement shall be made as provided in Section 7.1.2 for termination for the convenience of the Owner.

ARTICLE 8 DISPUTE RESOLUTION

- 8.1 Meeting of Principals: In the event of a dispute arising under this Agreement, and prior to the initiation of any litigation under this Article 10, the chief executive officers of Owner and CONSULTANT shall meet and confer to negotiate a resolution to the dispute. If the principals are unsuccessful in resolving the dispute, Owner and CONSULTANT shall proceed to mediation in the manner provided for in Article 8.2
- 8.2 Mediation: In the absence of a negotiated resolution, Owner and CONSULTANT shall submit to voluntary non-binding mediation before a professional alternative dispute resolution firm or retired judge, as mutually agreed upon by Owner and CONSULTANT. If the parties are unsuccessful in resolving the dispute via Mediation, either party shall have the right to file suit in the 23rd Judicial District Court for the Parish of St. James.

ARTICLE 9 ADDITIONAL PROVISIONS

9.1 Confidentiality

9.1.1 The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other CONSULTANTS who need such confidential information to properly perform their duties relative to this Agreement.

9.2 Limitations and Assignment

9.2.1 The Owner and the CONSULTANT each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement.

9.2.2 Neither the Owner nor the CONSULTANT shall assign or transfer its interest in this Agreement without the written consent of the other, except that the CONSULTANT may assign accounts receivable to a commercial bank for securing loans without approval of the Owner.

9.3 Governing Law

9.3.1 Unless otherwise provided, this Agreement shall be governed by the law of the state where the Project is located.

9.4 Extent of Agreement

9.4.1 This Agreement represents the entire and integrated agreement between the Owner and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the CONSULTANT. Nothing contained in this Agreement is intended to benefit any third party. The Contractors and Design Professionals are not intended third party beneficiaries of this Agreement.

9.5 Severability

9.5.1 If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

9.6 Meaning of Terms

9.6.1 References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

9.7 Standard Federal Provisions (See Appendix B)

9.8 Notices

9.8.1 All Notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as follows:

To the OWNER:
City of South Amboy
Attn: City Administrator
140 North Broadway
South Amboy, New Jersey 08879
Phone: (732) 727-4600

To the CONSULTANT:
Continuity Operations Group, LLC
Attn: Michael D. Murphy, CEO
174 Nassau Street, Suite 318
Princeton, New Jersey 08542
Phone: (703) 651-6199
Fax: (703) 542-0103

This Agreement is executed as of the day and year first written above.

for **City of South Amboy, New Jersey**

for **CONTINUITY OPERATIONS GROUP, LLC**

By: _____
Name:

By: _____
Name:

Title: _____

Title: _____

Date: _____

Date: _____

By: _____
Name:

Title: _____

Date: _____

APPENDIX A: PRICING



State Contract # T-2770 Fee Schedule.PDF

APPENDIX B: STANDARD PROVISIONS

APPENDIX B – STANDARD PROVISIONS (FEDERAL)

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1. DEFINITIONS

As used in this Attachment, the following terms, "Applicant," "applicant," "Owner," "owner," "Non-federal entity," "NFE," shall mean **City of South Amboy**.

The terms "Contractor," and "contractor" shall mean Continuity Operations Group (COG), LLC.

COG and **City of South Amboy** shall occasionally be referred to as the "Parties" in this Attachment.

2. REMEDIES

Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including attorney's fees) caused by any breach of any provision of this Agreement, and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

3. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

4. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

5. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

6. COPELAND "ANTI-KICKBACK" ACT

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.”

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

B. Further Compliance with the Contract Work Hours and Safety Standards Act.

(5) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(6) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the NFE shall comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

9. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Owner, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. *DEBARMENT AND SUSPENSION*

The Agreement and its attachments and exhibits are a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Owner, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. *BYRD ANTI-LOBBYING AMENDMENT*

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned to this section of the Attachment certifies, to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or e employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or at a reasonable price.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming;

substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials

produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. ACCESS TO RECORDS

The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

15. CHANGES

The cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

16. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. NO OBLIGATION BY FEDERAL GOVERNMENT

FEMA is not a party to any transaction between a NFE and its contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between an NFE and its contractor.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

20. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

21. COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Owner, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.

22. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.

- b) Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

State of New Jersey
Division of Purchase and
Division of Purchase and Property

T2770 - SEOC Emergency Center Planning and Staffing
 Services

Blanket Order Number

24-PROS1-114534

 SHOW THIS NUMBER ON ALL
 PACKAGES, INVOICES AND
 SHIPPING PAPERS.

V Vendor Number: V00000716
 Continuity Operations Group

 7201 Warbler Lane
 McLean, VA 22101-2016
 mike.murphy@cog-llc.com
 703-651-6199

N Vendor Alternate ID: 27451051900

D Remit Address:
 MICHAEL D MURPHY
 7201 WARBLER LANE
 MCLEAN, VA 22101
 US

R Email: mike.murphy@cog-llc.com

S Division of Purchase and Property
 33 West State Street
 Trenton, NJ 08625
 US
H Email: njstart@treas.nj.gov
 Phone: (609) 341-3500

I Special Instruction(s): None

P

T

O

B Division of Purchase and Property
 33 West State Street
 Trenton, NJ 08625
 US
I Email: njstart@treas.nj.gov
 Phone: (609) 341-3500

L

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T

O

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof

ATTN:

Solicitation (Bid) No.:	Payment Terms: Shipping Terms: Freight Terms:																		
Item # 1 Class-Item 990-29 Emergency Management Program Manager Bid Solicitation Section 4.4.1, Year 1																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Quantity</th> <th style="width: 10%;">Unit Price</th> <th style="width: 10%;">UOM</th> <th style="width: 10%;">Discount %</th> <th style="width: 10%;">Total Discount Amt.</th> <th style="width: 10%;">Tax Rate</th> <th style="width: 10%;">Tax Amount</th> <th style="width: 10%;">Freight</th> <th style="width: 10%;">Total Cost</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: right;">\$ 112.75</td> <td style="text-align: center;">HOUR</td> <td style="text-align: center;">0.00 %</td> <td style="text-align: right;">\$ 0.00</td> <td></td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$ 112.75</td> </tr> </tbody> </table>		Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost	1.00	\$ 112.75	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 112.75
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Item # 2 Class-Item 990-29 Emergency Management Program Manager Bid Solicitation Section 4.4.1, Year 2																			
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1.00	\$ 116.36	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 116.36											

Item # 3
Class-Item 990-29

Emergency Management Program Manager Bid Solicitation Section 4.4.1, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 120.08	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 120.08

Item # 4
Class-Item 990-29

Emergency Management Planning Specialist Bid Solicitation Section 4.4.2, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 97.25	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 97.25

Item # 5
Class-Item 990-29

Emergency Management Planning Specialist Bid Solicitation Section 4.4.2, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 100.36	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 100.36

Item # 6
Class-Item 990-29

Emergency Management Planning Specialist Bid Solicitation Section 4.4.2, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 103.57	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 103.57

Item # 7
Class-Item 990-29

Emergency Management Technical Planning Specialist Bid Solicitation Section 4.4.3, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 81.50	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 81.50

Item # 8
 Class-Item 990-29

Emergency Management Technical Planning Specialist Bid Solicitation Section 4.4.3, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 84.11	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 84.11

Item # 9
 Class-Item 990-29

Emergency Management Technical Planning Specialist Bid Solicitation Section 4.4.3, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 86.80	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 86.80

Item # 10
 Class-Item 990-29

Emergency Management Administrative Assistant 1 Bid Solicitation Section 4.4.4, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 74.50	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 74.50

Item # 11
 Class-Item 990-29

Emergency Management Administrative Assistant 1 Bid Solicitation Section 4.4.4, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 76.88	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 76.88

Item # 12
 Class-Item 990-29

Emergency Management Administrative Assistant 1 Bid Solicitation Section 4.4.4, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 79.34	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 79.34

Item # 13
Class-Item 990-29

Emergency Management Administrative Assistant 2 Bid Solicitation Section 4.4.5, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 62.50	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 62.50

Item # 14
Class-Item 990-29

Emergency Management Administrative Assistant 2 Bid Solicitation Section 4.4.5, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 64.50	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 64.50

Item # 15
Class-Item 990-29

Emergency Management Administrative Assistant 2 Bid Solicitation Section 4.4.5, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 66.56	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 66.56

Item # 16
Class-Item 990-29

Emergency Management Communication Specialist Bid Solicitation Section 4.4.6, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 97.25	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 97.25

Item # 17
Class-Item 990-29

Emergency Management Communication Specialist Bid Solicitation Section 4.4.6, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 100.36	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 100.36

Item # 18
Class-Item 990-29

Emergency Management Communication Specialist Bid Solicitation Section 4.4.6, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 103.57	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 103.57

Item # 19
Class-Item 990-29

Emergency Management Information Technology Specialist Bid Solicitation Section 4.4.7, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 97.25	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 97.25

Item # 20
Class-Item 990-29

Emergency Management Information Technology Specialist Bid Solicitation Section 4.4.7, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 100.36	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 100.36

Item # 21
Class-Item 990-29

Emergency Management Information Technology Specialist Bid Solicitation Section 4.4.7, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 103.57	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 103.57

Item # 22
Class-Item 990-29

Emergency Management Finance Specialist Bid Solicitation Section 4.4.8, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 112.75	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 112.75

Item # 23
Class-Item 990-29

Emergency Management Finance Specialist Bid Solicitation Section 4.4.8, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 116.36	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 116.36

Item # 24
Class-Item 990-29

Emergency Management Finance Specialist Bid Solicitation Section 4.4.8, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 120.08	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 120.08

Item # 25
Class-Item 990-29

Emergency Management Intern Bid Solicitation Section 4.4.9, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 43.00	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 43.00

Item # 26
Class-Item 990-29

Emergency Management Intern Bid Solicitation Section 4.4.9, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 44.38	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 44.38

Item # 27
Class-Item 990-29

Emergency Management Intern Bid Solicitation Section 4.4.9, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 45.80	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 45.80

Item # 28
Class-Item 990-29

Emergency Management Training Specialist Bid Solicitation Section 4.5.1, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 97.25	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 97.25

Item # 29
Class-Item 990-29

Emergency Management Training Specialist Bid Solicitation Section 4.5.1, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 100.36	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 100.36

Item # 30
Class-Item 990-29

Emergency Management Training Specialist Bid Solicitation Section 4.5.1, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 103.57	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 103.57

Item # 31
Class-Item 990-29

Emergency Management Training Consultant Bid Solicitation Section 4.5.2, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 112.75	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 112.75

Item # 32
Class-Item 990-29

Emergency Management Training Consultant Bid Solicitation Section 4.5.2, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 116.36	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 116.36

Item # 33
 Class-Item 990-29

Emergency Management Training Consultant Bid Solicitation Section 4.5.2, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 120.08	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 120.08

Item # 34
 Class-Item 990-29

Hazard Mitigation Planning Specialist Bid Solicitation Section 4.6.1, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 97.25	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 97.25

Item # 35
 Class-Item 990-29

Hazard Mitigation Planning Specialist Bid Solicitation Section 4.6.1, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 100.36	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 100.36

Item # 36
 Class-Item 990-29

Hazard Mitigation Planning Specialist Bid Solicitation Section 4.6.1, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 103.57	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 103.57

Item # 37
 Class-Item 990-29

Hazard Mitigation Technical Planner Bid Solicitation Section 4.6.2, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 81.50	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 81.50

Item # 38
Class-Item 990-29

Hazard Mitigation Technical Planner Bid Solicitation Section 4.6.2, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 84.11	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 84.11

Item # 39
Class-Item 990-29

Hazard Mitigation Technical Planner Bid Solicitation Section 4.6.2, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 86.80	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 86.80

Item # 40
Class-Item 990-29

Hazard Mitigation Application Development Manager Bid Solicitation Section 4.6.3, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 112.75	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 112.75

Item # 41
Class-Item 990-29

Hazard Mitigation Application Development Manager Bid Solicitation Section 4.6.3, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 116.36	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 116.36

Item # 42
Class-Item 990-29

Hazard Mitigation Application Development Manager Bid Solicitation Section 4.6.3, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 120.08	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 120.08

Item # 43

Class-Item 990-29

Hazard Mitigation Application Development Specialist Bid Solicitation Section 4.6.4, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 97.25	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 97.25

Item # 44

Class-Item 990-29

Hazard Mitigation Application Development Specialist Bid Solicitation Section 4.6.4, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 100.36	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 100.36

Item # 45

Class-Item 990-29

Hazard Mitigation Application Development Specialist Bid Solicitation Section 4.6.4, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 103.57	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 103.57

Item # 46

Class-Item 990-29

Hazard Mitigation Grant Manager Bid Solicitation Section 4.6.5, Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 112.75	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 112.75

Item # 47

Class-Item 990-29

Hazard Mitigation Grant Manager Bid Solicitation Section 4.6.5, Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 116.36	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 116.36

Item # 48
 Class-Item 990-29

Hazard Mitigation Grant Manager Bid Solicitation Section 4.6.5, Year 3

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 120.08	HOUR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 120.08

\$ 0.00
 \$ 0.00
 \$ 4,615.31

APPROVED

By: Emma Rutkowski

Phone#: (609) 292-9621

BUYER

AGREEMENT BETWEEN
City of South Amboy, New Jersey
AND
CONTINUITY OPERATIONS GROUP, LLC (COG)

February 26, 2026

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**AGREEMENT BETWEEN
City of South Amboy, New Jersey
AND
CONTINUITY OPERATIONS GROUP (COG), LLC**

AGREEMENT made this 26th day of February of the year 2026

Between the Owner:

**City of South Amboy
140 North Broadway
South Amboy, New Jersey 08879
Phone: (732) 727-4600**

and the (CONSULTANT) firm of:

**Continuity Operations Group, LLC
174 Nassau Street, Suite 318
Princeton, New Jersey 08542
Phone: (703) 651-6199
Fax: (703) 542-0103**

for services in connection with the project known as:

Professional Consulting Services for the Departments of Police, Fire and Emergency Management

The **City of South Amboy** (referred to as the "Owner") and Continuity Operations Group, LLC (referred to as the "CONSULTANT"), agree as set forth herein and in accordance with New Jersey State Contract Number: T2770.

ARTICLE 1 RELATIONSHIP OF THE PARTIES

1.1 Owner and CONSULTANT

Continuity Operations Group, LLC, hereinafter referred to as "CONSULTANT", shall be the Owner's agent in providing **Professional Consulting** services described in **Article 3** of this Agreement. The CONSULTANT and the Owner shall perform as stated in this Agreement and the CONSULTANT and Owner accepts the relationship of trust and confidence between them, which is established herein.

1.2 Standard of Care

The CONSULTANT covenants with the Owner to furnish its skill and judgment with due care and in accordance with applicable federal, state, and local laws and regulations which are in effect on the date of this Agreement first written above, in carrying out their responsibilities defined in Article 3 of this contract.

ARTICLE 2 PROJECT DEFINITION

The Project for which the Owner has contracted the services of the CONSULTANT is described below:

Perform all FEMA Public Assistance, Individual Assistance and Mitigation Planning, Grant Writing and Management, Updating of Emergency Operations Plans, Updating of Hazard Mitigation Plans, Public Safety Accreditation Services, Exercise Planning and Evaluations, and all other work as requested.

ARTICLE 3 SCOPE OF DUTIES AND TERM OF CONTRACT

3.1 The CONSULTANT will perform all FEMA Public Assistance, Individual Assistance and Mitigation Planning, Grant Writing and Management, Updating of Emergency Operations Plans, Updating of Hazard Mitigation Plans, Public Safety Accreditation Services, Exercise Planning and Evaluations, and all other work as requested.

3.2 The terms of this agreement shall be for three (3) years, commencing on March 1, 2026, and ending February 28, 2029, with two (2) one year renewal options, if agreed to in Writing by July 31, 2029, with two (2) one year renewal options, if agreed to in writing by the parties.

3.3 The CONSULTANT will work with the appropriate federal, state, local and private agencies for obtaining funds and maximizing and ensuring compliance. CONSULTANT will respond to any audit inquiry from FEMA, OIG, applicable State auditors, and any other agency as required.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide the CONSULTANT with complete information regarding the Owner's requirements for the Project.

4.2 The Owner shall examine information submitted by the CONSULTANT and shall render decisions pertaining thereto promptly.

4.3 The Owner shall provide legal, accounting, contract review and insurance counseling services as may be necessary for the Project.

ARTICLE 5 COMPENSATION AND PAYMENT

5.1 Compensation for FEMA Public Assistance Grant Administration and Other Work

The Owner shall compensate the CONSULTANT for performing the Basic Services described in Article 2:

5.1.1 A fee not to exceed the current dollar amounts as listed in New Jersey State Contract Number: T-2770. The fee breakdown is indicated in Appendix "A." This breakdown outlines the various positions, billing rates for each position and the estimated hours and timeframes for each position during contract duration for the scope of services outlined in the request for proposals.

5.1.2 Any additional services requested by the owner shall be negotiated.

5.2 Payment

Payment to be made by the Owner to the CONSULTANT for the cost of providing services will be based on monthly, detailed invoices which will set forth the hours worked during the billing period. The billing rates indicated in Appendix "A" will be applied against the actual hours for each position to arrive at the total fee for each month.

5.2.1 The CONSULTANT will submit a detailed monthly invoice to the Owner for the fee and reimbursable expenses incurred for the billing period. The Owner shall make payment to the CONSULTANT of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Owner's receipt of the invoice.

5.2.2 Payments due to the CONSULTANT that are unpaid for more than sixty (60) days from the date of the CONSULTANT's invoice shall bear interest at the prevailing rate. Payments due to CONSULTANT for any FEMA Public Assistance shall be covered

under the Category Z FEMA project which covers all fees for administrative and consultant work. In the initial billings, The City (OWNER) shall be responsible for no more than Two Thousand (\$2,000.00) dollars of the initial billing payment with recovered FEMA funds covering the balance.

- 5.2.3 Accounting Records: Record of the CONSULTANT's personnel expense, CONSULTANT fees and direct expenses pertaining to the Project shall be maintained based on generally accepted accounting practices and shall be available for inspection by the Owner or the Owner's representative at mutually convenient times for a period from the date of this Agreement through two years after completion of the Construction Phase Basic Services.

ARTICLE 6 INSURANCE AND MUTUAL INDEMNITY

6.1 CONSULTANT's Liability Insurance

- 6.1.1 CONSULTANT shall maintain at its own expense, and at all times, the following insurance coverage: (1) commercial general liability with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (2) workers compensation (statutory) insurance that satisfies all statutory requirements in the state of Louisiana, and (3) professional liability insurance with limits of at least two million (\$2,000,000) each claim.

6.1.2 CONSULTANT's Liability Limitation

The total liability of the CONSULTANT to the Owner for any and all issues arising out of this contract shall be limited to the insurance coverage designated in this contract combined with the amount of the total compensation actually paid to the CONSULTANT by the Owner pursuant to this agreement.

6.2 Indemnity

- 6.2.1 CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgements of sums of money to any party occurring against the County of Middlesex growing out of, resulting from, or by reason of any act or omission of CONSULTANT. Such indemnification shall include the OWNER'S fees and costs of litigation, including, but not limited to, reasonable attorney's fees.

ARTICLE 7 TERM AND TERMINATION

7.1 Termination

- 7.1.1 Unless earlier terminated in accordance with these subsections 7.1.1.1 – 7.1.5, the term of service shall begin April 1, 2025. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; providing that no such termination may be affected unless the other party is given:
- 7.1.1.1 Written notification (delivered by certified mail) that the other party is in material breach of the contract and the notification specifies the breach.
 - 7.1.1.2 Fifteen (15) calendar days to cure the breach.
 - 7.1.1.3 An opportunity for consultation with the terminating party prior to the termination.
 - 7.1.1.4 Termination notification (delivered by certified mail) that the breach has not been cured and providing an additional fifteen (15) calendar days prior to termination.

- 7.1.2 This Agreement may be terminated in whole or in part in writing by the Owner for its convenience; provided the CONSULTANT is given (i) not less than thirty (30) days written notice (delivered by certified mail) of intent to terminate and (ii) an opportunity for consultation with the Owner prior to termination.
- 7.1.3 If termination pursuant to Subparagraph 7.1.1 is affected by the Owner, the CONSULTANT will be paid for work performed. If termination pursuant to Section 7.1.1 is affected by the CONSULTANT or if termination pursuant to Section 7.1.2 is affected by the Owner, the CONSULTANT shall be entitled to an equitable adjustment in compensation. The equitable adjustment for any termination shall provide for payment of the CONSULTANT for services rendered and expenses incurred prior to the termination.
- 7.1.4 Upon receipt of a termination notice pursuant to Paragraph 7.1.1, the CONSULTANT shall (i) promptly discontinue all services affected (unless the notice directs otherwise), and (ii) deliver or otherwise make available to the Owner all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.
- 7.1.5 If, after termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been affected for the convenience of the Owner. In such event, adjustment for the compensation provided for in this Agreement shall be made as provided in Section 7.1.2 for termination for the convenience of the Owner.

ARTICLE 8 DISPUTE RESOLUTION

- 8.1 Meeting of Principals: In the event of a dispute arising under this Agreement, and prior to the initiation of any litigation under this Article 10, the chief executive officers of Owner and CONSULTANT shall meet and confer to negotiate a resolution to the dispute. If the principals are unsuccessful in resolving the dispute, Owner and CONSULTANT shall proceed to mediation in the manner provided for in Article 8.2
- 8.2 Mediation: In the absence of a negotiated resolution, Owner and CONSULTANT shall submit to voluntary non-binding mediation before a professional alternative dispute resolution firm or retired judge, as mutually agreed upon by Owner and CONSULTANT. If the parties are unsuccessful in resolving the dispute via Mediation, either party shall have the right to file suit in the 23rd Judicial District Court for the Parish of St. James.

ARTICLE 9 ADDITIONAL PROVISIONS

9.1 Confidentiality

- 9.1.1 The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other CONSULTANTs who need such confidential information to properly perform their duties relative to this Agreement.

9.2 Limitations and Assignment

- 9.2.1 The Owner and the CONSULTANT each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement.
- 9.2.2 Neither the Owner nor the CONSULTANT shall assign or transfer its interest in this Agreement without the written consent of the other, except that the CONSULTANT may assign accounts receivable to a commercial bank for securing loans without approval of the Owner.

9.3 Governing Law

9.3.1 Unless otherwise provided, this Agreement shall be governed by the law of the state where the Project is located.

9.4 Extent of Agreement

9.4.1 This Agreement represents the entire and integrated agreement between the Owner and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the CONSULTANT. Nothing contained in this Agreement is intended to benefit any third party. The Contractors and Design Professionals are not intended third party beneficiaries of this Agreement.

9.5 Severability

9.5.1 If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

9.6 Meaning of Terms

9.6.1 References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

9.7 **Standard Federal Provisions (See Appendix B)**

9.8 Notices

9.8.1 All Notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as follows:

To the OWNER:

City of South Amboy
Attn: City Administrator
140 North Broadway
South Amboy, New Jersey 08879
Phone: (732) 727-4600

To the CONSULTANT:

Continuity Operations Group, LLC
Attn: Michael D. Murphy, CEO
174 Nassau Street, Suite 318
Princeton, New Jersey 08542
Phone: (703) 651-6199
Fax: (703) 542-0103

This Agreement is executed as of the day and year first written above.

for **City of South Amboy, New Jersey**

for **CONTINUITY OPERATIONS GROUP, LLC**

By: _____
Name: _____

By: _____
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name:

Title: _____

Date: _____

APPENDIX A: PRICING



State Contract # T-2770 Fee Schedule.PDF

APPENDIX B: STANDARD PROVISIONS

APPENDIX B – STANDARD PROVISIONS (FEDERAL)

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1. DEFINITIONS

As used in this Attachment, the following terms, "Applicant," "applicant," "Owner," "owner," "Non-federal entity," "NFE," shall mean **City of South Amboy**.

The terms "Contractor," and "contractor" shall mean Continuity Operations Group (COG), LLC.

COG and **City of South Amboy** shall occasionally be referred to as the "Parties" in this Attachment.

2. REMEDIES

Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including attorney's fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

3. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

4. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

5. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

6. COPELAND "ANTI-KICKBACK" ACT

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.”

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

B. Further Compliance with the Contract Work Hours and Safety Standards Act.

(5) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(6) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the NFE shall comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

9. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Owner, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. *DEBARMENT AND SUSPENSION*

The Agreement and its attachments and exhibits are a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Owner, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned to this section of the Attachment certifies, to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or at a reasonable price.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming;

substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials

produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. ACCESS TO RECORDS

The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

15. CHANGES

The cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

16. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. NO OBLIGATION BY FEDERAL GOVERNMENT

FEMA is not a party to any transaction between a NFE and its contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between an NFE and its contractor.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

20. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

21. COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Owner, a paid-up, royalty- free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.

22. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- b) Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-086
RESOLUTION AUTHORIZING A REFUND OF
A MERCANTILE LICENSE – SWEET & STICKY LLC**

WHEREAS, Edison Zhingri, of Sweet & Sticky, LLC paid \$50.00 to the City of South Amboy for a Vendor/Mercantile License Application for the St. Patrick’s Day Parade; and

WHEREAS, Edison Zhingri, of Sweet & Sticky, LLC has requested a refund of the fee; and

WHEREAS, the Clerk’s Office has certified the above payment had 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 \$50.00 to Edison Zhingri.

Edison Zhingri
145 Oak Lane
Hightstown, NJ 08520

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-087
RESOLUTION AUTHORIZING A REFUND OF
A MERCANTILE LICENSE – KONA ICE OF BRIDGEWATER**

WHEREAS, Cole Sudano, of Kona Ice of Bridgewater, LLC paid \$50.00 to the City of South Amboy for a Vendor/Mercantile License Application for the St. Patrick’s Day Parade; and

WHEREAS, Cole Sudano, of Kona Ice of Bridgewater LLC has requested a refund of the fee; and

WHEREAS, the Clerk’s Office has certified the above payment had 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 \$50.00 to Cole Sudano, of Kona Ice of Bridgewater, LLC.

Cole Sudano
26 Honeysuckle Court
Skillman, NJ 08558

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-088
RESOLUTION AUTHORIZING A REFUND OF
A MERCANTILE LICENSE – MISTER SOFTEE**

WHEREAS, Daniel Pittman of L&D Industries LLC dba Mister Softee paid \$50.00 to the City of South Amboy for a Vendor/Mercantile License Application for the St. Patrick’s Day Parade; and

WHEREAS, Daniel Pittman of L&D Industries LLC dba Mister Softee has requested a refund of the fee; and

WHEREAS, the Clerk’s Office has certified the above payment had 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 \$50.00 to Daniel Pittman of L&D Industries LLC dba Mister Softee.

Daniel Pittman
22 Orsaf Lane
Bayville, NJ 08721

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-089
WAIVER OF READING IN FULL OF THE BUDGET FOR THE
CALENDAR YEAR ENDING DECEMBER 31, 2026**

WHEREAS, N.J.S.A 40A:4-8 permits that the Budget may be read by its title providing that at least one week prior to the date of the hearing a complete copy of the approved budget shall

- a) be posted on the City’s website; and
- b) be made available to each person requesting the same during said week and during the public hearing; and

WHEREAS, the City of South Amboy has complied with the aforesaid requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Amboy, County of Middlesex and State of New Jersey, that the City is hereby permitted to waive the reading in full of the Municipal Budget for the fiscal year ending December 31, 2026.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-090
INTRODUCTION OF 2026 BUDGET**

BE IT RESOLVED, that the following statements of revenue and appropriations constitute the local budget of the City of South Amboy, Middlesex County, New Jersey, for Calendar Year 2026.

BE IT FURTHER RESOLVED that the said Budget was introduced on March 18, 2026 and will be published on the City website on March 19, 2026, and that a hearing on the Budget will be held at the South Amboy Municipal Building, 140 North Broadway, South Amboy, New Jersey, on April 15, 2026 at 7:00 P.M., or as soon thereafter as the matter may be reached.

**2026 Municipal Budget of the City of South Amboy,
County of Middlesex for the Calendar Year 2026.**

Summary of Revenues	Anticipated	
	2026	2025
1. Surplus	2,200,000.00	1,980,000.00
2. Total Miscellaneous Revenues	10,951,057.13	9,139,401.09
3. Receipts from Delinquent Taxes		
4. a) Local Tax for Municipal Purposes	10,888,341.44	11,568,340.44
b) Addition to Local School District Tax		
c) Minimum Library Tax	510,056.02	467,244.71
Tot Amt to be Rsd by Taxes for Sup of Muni Bnd	11,398,397.46	12,035,585.15
Total General Revenues	24,549,454.59	23,154,986.24

Summary of Appropriations	2026 Budget	Final 2025 Budget
1. Operating Expenses: Salaries & Wages	9,381,394.00	9,054,694.00
Other Expenses	10,189,842.59	9,010,151.24
2. Deferred Charges & Other Appropriations	2,283,279.00	2,288,914.00
3. Capital Improvements	75,000.00	75,000.00
4. Debt Service (Include for School Purposes)	2,396,439.00	2,502,727.00
5. Reserve for Uncollected Taxes	223,500.00	223,500.00
Total General Appropriations	24,549,454.59	23,154,986.24
Total Number of Employees	115	118

Balance of Outstanding Debt	
	General
Bond Interest	3,089,218.75
Bond Principal	15,575,000.00
Note Interest	200,000.00
Note Principal	5,000,000.00
Loans Interest & Principal	951,859.00
Outstanding Balance	24,816,077.75

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-091
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, as amended, of Marc 4, 2026, Council Meeting.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

MINUTES FOR COUNCIL MEETING MARCH 4, 2026

The Meeting was called to order by Council President Gross at 6:00 P.M. The City Clerk read the Opening Prayer, all recited the Pledge of Allegiance and roll call was taken.

PRESENT: Councilman Conrad, Councilwoman Dato, Councilman Reilly and Councilman Gross

ABSENT: Councilman Lenahan

ALSO PRESENT: Mayor Fred A. Henry, Dan Balka, CFO, Katie Rose Walenty, Acting City Clerk, Mark Rasimowicz, City Engineer, Aaron Rainone, Esq. Law Director, David Kales, Business Administrator, Kristal Manion, QPA, Mark Herdman, OEM, Ken Kokosza, Fire Chief, Chief Patricia Kanecke, Police Chief, Jason Valetutto, Zoning Officer, Gregory Czoch, Construction Official, Kevin McManimon, Esq.

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. 26-072 through NO. 26-075 are hereby approved. **SECONDED by:** Mrs. Dato. **ROLL CALL**

VOTE: Ayes: Mr. Conrad, Mrs. Dato, Mr. Reilly, Mr. Gross. Absent: Mr. Lenahan.

NO. 26-072 RESOLUTION SUPPORTING A DETOUR PLAN PROPOSED BY THE NEW JERSEY TURNPIKE AUTHORITY FOR IMPROVEMENTS TO GARDEN STATE PARKWAY DRAINAGE REPAIRS AT MILE POSTS 120.6 TO 123.6

NO. 26-074 A RESOLUTION RECOGNIZING RECEIPT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR PROGRAM YEAR 2025-2026

NO. 26-075 RESOLUTION CERTIFYING ACTIVE MEMBERSHIP WITH SOUTH AMBOY FIRE DEPARTMENT FOR NEW JERSEY STATE FIREMEN'S ASSOCIATION ELIGIBILITY – MICHAEL J. ALFONSO

NO. 26-073 RESOLUTION APPROVING CHANGE ORDER NO. 8 FOR FERRY TERMINAL SITE IMPROVEMENTS- C-04-23-002-001 - KYLE CONTI CONSTRUCTION, LLC

Mr. Conrad asked what the overall percentage increase is for the project. Mr. Kales answered 4%.

RESOLUTIONS:

RESOLUTION NO. 26-076

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 February 18, 2026 Council Meeting.

MOVED by: Mrs. Dato of the Council of the City of South Amboy, that Resolution No. 26-076 is hereby approved. **SECONDED by: Mr. Conrad ROLL CALL VOTE: Ayes: Mr. Conrad, Mrs. Dato, Mr. Reilly, Mr. Gross. Absent: Mr. Lenahan.**

RESOLUTION NO. 26-077

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 February 26, 2026, 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. 26-077 is hereby approved. **SECONDED by: Mrs. Dato . ROLL CALL VOTE: Ayes: Mr. Conrad, Mrs. Dato, Mr. Reilly, Mr. Gross. Absent: Mr. Lenahan.**

ORDINANCES:

INTRODUCTION/FIRST READING

ORDINANCE 2026-05

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: Mr. Conrad, that Ordinance #2026-05 be introduced on first reading and advertised for second reading which is scheduled for the April 1, 2026 meeting.

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

Mr. Daniel Balka reviewed the Ordinance and the need for it.

INTRODUCTION/FIRST READING

ORDINANCE 2026-06

ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY AUTHORIZING EXECUTION OF AMENDED FINANCIAL AGREEMENT WITH MANHATTAN BEACH PHASE 1 URBAN RENEWAL LLC

MOVED by: Mrs. Dato, that Ordinance #2026-06 be introduced on first reading and advertised for second reading which is scheduled for the April 1, 2026 meeting.

SECONDED by: Mr. Conrad, **ROLL CALL VOTE: Mr. Conrad, Mrs. Dato, Mr. Reilly, Mr. Gross. Absent: Mr. Lenahan.**

Kevin McManimon, Esq reviewed the main points of the prior agreement of the project and what they are revising. Mr. McManimon answered questions from the Council members and engaged with members from the public.

ADOPTION/SECOND READING

ORDINANCE 2026-04

AN ORDINANCE OF THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX, NEW JERSEY, ESTABLISHING AFFORDABLE HOUSING PROGRAM REQUIREMENTS AND ADOPTING REGULATIONS GOVERNING THE ADMINISTRATION OF VERY LOW-, LOW-, AND MODERATE-INCOME HOUSING UNITS

MOVED by: Mr. Conrad of the Council of the City of South Amboy, that Ordinance #2026-04 is hereby adopted. **SECONDED by:** Mr. Reilly **ROLL CALL VOTE:**

Kevin McManimon, Esq reviewed the main points of the Ordinance. He answered questions from the Council members and engaged with members from the public.

COMMENTS:

Mr. Reilly

- Commented on the Rosewell project and that it is a wonderful deal and better agreement for the city.
- Thank you to the first responders.
- March 18th we are going to have the Boys Basketball team to recognize them for winning the Division.
- Government week April 12th - 18th. April 14th – session with Council at the Arts District to talk to your Council one on one.
- Every resident should be heard at our Council meetings, and we should not turn anyone away.

Mr. Conrad

- Condolences to the Womack family.
- DPW, OEM, Fire Dept, First Aid, Police, thank you for all your work these past few weeks/months with the weather.
- Happy Irish Heritage Month.
- Ramadan Mubarak.
- All armed personnel serving abroad, thank you for your service.

Mrs. Dato

- Thoughts to the Womack family.
- Local Lenten events are happening, and our reporters do a great job following them.
- Thank you to the department heads for being here.
- Thank you to all parties involved that handled the storm.

Mr. Gross

- Thank you to the department heads.
- Thank you to our First Responders.
- March 15th is the Saint Patrick’s Day parade.
- Shout out to our staff and Kristal Manion for all her help.

Mayor Henry

- Prayers go out to the Womack family.

- Thank you to Kevin McManimon for his presentation.
- Thank you to Joe and Mary for their commitment to the project.
- Lots of 250th events coming up with the Historical Society.
- Thank you to Dave, the DPW and first responders for their job on the blizzard.

Mr. Kales

- A huge team effort on the storm. Thank you to all the people that work for the City of South Amboy for a great job on the storm.

Mr. Rainone

- No comments

Mr. Rasimowicz

- No comments

Mr. Balka

- No comments

PUBLIC COMMENTS:

Joseph Szaro, South Amboy, NJ

- Commends the Fire department, First Aid, Police dept for their help to take care of his family emergency during the storm.

Chris Smiga, South Amboy, NJ

- Talked about the High School track team and the need for a track for the school and residents. Talked about the creation of a combined environmental shade tree and open space committee.

Brandon Russell, South Amboy, NJ

- Thank you to Mr. Kales for recommending sharing the Pilot revenue with the school.
- Talked about a grant from Speaker Coughlin for the baseball field renovations and the lack of update or movement.

Deborah Schesko, South Amboy, NJ

- Commented on the lack of plowing on her street during the storms.

Brian McLaughlin, South Amboy, NJ

- Commented on the YMCA pool and asking PILOT/Developers to fix the YMCA.
- Career fair flyer for the trades to post in City Hall.

Greg Babulak, South Amboy, NJ

- Asked for clarification on the 1-million-dollar grant and the status of why it was never applied to in the past.
- Asked for the total amount of money in the affordable housing trust funds from Station Bay.

ADJOURNMENT:

On motion by Mr. Conrad, seconded by Mrs. Dato and passed unanimously, the meeting was adjourned at 7:11pm.

Respectfully submitted,

Katie Rose Walenty

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-092
APPROVAL OF BILLS**

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 March 12, 2026, as presented by the Chief Financial Officer.

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

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

CITY OF SOUTH AMBOY
Bill List By Vendor Id

03/12/2026
01:07 PM

Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Contract Acct Description Type	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
E0000027		East Coast Custom	Account Continued							
1 SAFA uniform supplies		\$240.00 6-01-25-261-065	B E.M.S.- Food and First Aid Supplies	R		03/10/26	03/12/26	30336	N	
Vendor Total:		\$240.00								
EDGAR005		Edgard A Sanchez								
26-00505	03/02/26	100% DISABLED VET REFUND								
1 100% DISABLED VET REFUND		\$2,284.30 6-01-90-100-045	B Refund of Tax Overpayment	R		03/02/26	03/12/26		N	
Vendor Total:		\$2,284.30								
ELKSN005		ELKS-New Jersey State Elks								
26-00516	03/03/26	Elk Peer Leadership Mun. Alli.								
1 Elk Peer Leadership Mun. Alli.		\$1,155.00 G-02-41-762-323	B Municipal Alliance 25/26 MATCH	R		03/03/26	03/12/26	2026080	N	
Vendor Total:		\$1,155.00								
F0000038		FleetPride, Inc.								
26-00496	02/27/26	Truck #17 PTO repair								
1 Truck #17 PTO repair		\$211.99 6-01-26-315-155	B Vehicle Mainten Parts & Accessories - IR			02/27/26	03/12/26	132622418	N	
Vendor Total:		\$211.99								
G0000002		Gannett Media Group								
26-00541	03/04/26	2/1/26-2/28/26 inv.0007574821								
1 2/1/26-2/28/26 inv.0007574821		\$170.43 6-01-20-110-025	B Mayor/Council: Advertising	R		03/04/26	03/12/26	0007574821	N	
Vendor Total:		\$170.43								
H0000011		Home Depot U.S.A., Inc.								
26-00428	02/18/26	2/13/26 inv.2340338								
1 2/13/26 inv.2340338		\$78.97 6-01-26-305-299	B Solid Waste: Misc Other Expenses	R		02/04/26	03/12/26	2340338	N	
2		\$9.94 6-01-26-305-299	B Solid Waste: Misc Other Expenses	R		02/04/26	03/12/26	2340338	N	
		\$88.91								
26-00442	02/19/26	SAFA door mats								
1 SAFA door mats		\$49.96 6-01-25-261-070	B E.M.S.- General Equipment and MachinR			01/12/26	03/12/26	6904061	N	
26-00447	02/19/26	2/19/26 inv.6020837								
1 2/19/26 inv.6020837		\$300.90 6-01-26-310-115	B B&G: Material & Supplies	R		01/22/26	03/12/26	6020837	N	
Vendor Total:		\$439.77								
HARD005		Boardwalk 1000 LLC - Hard Rock								
26-00519	03/03/26	2026 HOTEL RESERVATION								
1 2026 HOTEL RESERVATION		\$337.50 6-01-20-145-135	B Revenue: Meeting Convention ConfereR			03/03/26	03/12/26	CONF# XMQJB	N	

CITY OF SOUTH AMBOY
Bill List By Vendor Id

03/12/2026
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Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Acct Type	Description Contract	PO Type Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
HARDR005		Boardwalk 1000 LLC - Hard Rock		Account Continued					
	Vendor Total:	\$337.50							
HILIN005 26-00433		HI-Line Electric Company, Inc quote# 1131767704722 - 1/6/26							
	02/18/26	\$134.35 6-01-26-315-115	B	Vehicle Mainten Material & Supplies	R	02/18/26	03/12/26	3239652	N
	1 quote# 1131767704722 - 1/6/26								
	Vendor Total:	\$134.35							
HOLID005 26-00460		Rileighs Outdoor, LLC 02/20/26 replacement lights - Holiday							
	1 replacement lights - Holiday	\$690.00 C-04-24-001-002	B	Various City Facility Imp	R	02/20/26	03/12/26	INV23454	N
	2	\$37.10 C-04-24-001-002	B	Various City Facility Imp	R	02/20/26	03/12/26	INV23454	N
	Vendor Total:	\$727.10							
ICCGE005 26-00620		ICC General Code, Inc. 03/12/26 annual maint. city clerk ecod							
	1 annaul maint. city clerk ecod	\$1,295.00 6-01-20-120-030	B	Clerk: Books and Publications	R	03/12/26	03/12/26	GC00133463	N
	Vendor Total:	\$1,295.00							
J0000004 26-00528		Jersey Central Power &Light Co 03/03/26 Acct: 200 000 010 930							
	1 Acct: 200 000 010 930	\$400.42 6-01-31-430-200	B	Utilities - Electric	R	03/03/26	03/12/26	95129963960	N
	26-00613	Feb/26 Billing							
	1 Feb'26 Billing	\$12,212.14 6-01-31-430-200	B	Utilities - Electric	R	03/11/26	03/12/26	95129971574	N
	2 200 001 069 018	\$1,102.70 6-01-31-430-200	B	Utilities - Electric	R	03/11/26	03/12/26	95129971572	N
	3 200 000 010 922	\$386.47 6-01-31-430-200	B	Utilities - Electric	R	03/11/26	03/12/26	95129971569	N
	4 200 001 069 000	\$1,639.79 6-01-31-430-200	B	Utilities - Electric	R	03/11/26	03/12/26	95129971571	N
	5 200 000 010 948	\$1,169.18 6-01-31-430-200	B	Utilities - Electric	R	03/11/26	03/12/26	95129971561	N
	6 200 001 069 026	\$7,776.77 6-01-31-430-200	B	Utilities - Electric	R	03/11/26	03/12/26	95129971573	N
	7 200 000 010 930	\$517.66 6-01-31-430-200	B	Utilities - Electric	R	03/11/26	03/12/26	95129971570	N
	Vendor Total:	\$24,804.71							
J0000012 26-00540		Julian's Garage, Inc. 03/04/26 TOW UNIT #408 02/11/26							
	1 TOW UNIT #408 02/11/26	\$85.00 6-01-25-240-100	B	Police: Maintenance of Motor Vehicles R	R	03/04/26	03/12/26	27754	N
	Vendor Total:	\$85.00							

CITY OF SOUTH AMBOY
Bill List By Vendor Id

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Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Acct Description Type	Contract	PO Type Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
J0000012		Julian's Garage, Inc.		Account Continued					
JSWAN005 26-00532	03/03/26	J.Swanston Fuel Oil Co.,Inc 2/25/26 diesel inv.55321	B	26-00014 Utilities - Gasoline	C R	01/12/26	03/12/26	55321	N
1 2/25/26 diesel inv.55321		\$4,866.55 6-01-31-430-250	B	26-00014 Utilities - Gasoline	C R	01/12/26	03/12/26	55313	N
26-00567	03/05/26	3/3/26 diesel inv.55313	B	26-00014 Utilities - Gasoline	C R	01/12/26	03/12/26	56388	N
1 3/3/26 diesel inv.55313		\$960.00 6-01-31-430-250	B	26-00014 Utilities - Gasoline	C R	01/12/26	03/12/26	44341	N
26-00581	03/06/26	3/5/26 octane inv.56388	B	26-00014 Utilities - Gasoline	C R	03/09/26	03/12/26	44341	N
1 3/5/26 octane inv.56388		\$2,922.11 6-01-31-430-250	B	26-00014 Utilities - Gasoline	C R	03/10/26	03/12/26	56736	N
26-00591	03/09/26	1/28/26 octane inv.44341	B	26-00014 Utilities - Gasoline	C R				
1 1/28/26 octane inv.44341		\$2,418.60 6-01-31-430-250	B	26-00014 Utilities - Gasoline	C R				
26-00604	03/10/26	3/9/26 diesel inv.56736	B	26-00014 Utilities - Gasoline	C R				
1 3/9/26 diesel inv.56736		\$2,168.49 6-01-31-430-250	B						
		Vendor Total: \$13,335.75							
KYLEC005 23-02352	10/26/23	Kyle Conti Construction, LLC 23-158 Ferry Terminal Construc	B	Ferry Terminal Site Improvements	R	01/15/26	03/12/26	PAYMENT #29	N
31		\$61,101.61 C-04-23-002-001	B	Ferry Terminal Cnstrtn, Design & Prmts	R				N
		\$25,407.52 C-04-23-001-004	B						
		\$86,509.13							
		Vendor Total: \$86,509.13							
L0000003 26-00598	03/10/26	Language Line Services Language Line Inv.x2	B	Vital: Miscellaneous Other Expenses	R	03/10/26	03/12/26		N
1 July 31'25 INV 11668652		\$22.10 5-01-27-331-299	B	Vital: Miscellaneous Other Expenses	R	03/10/26	03/12/26		N
2 Aug 31'25 INV 11703765 (tax)		\$10.20 5-01-27-331-299	B	Vital: Miscellaneous Other Expenses	R	03/10/26	03/12/26		N
		\$32.30							
26-00612	03/11/26	SERVICES AUG 2025 - DEC 2025	B	Police: Other Contractual Services	R	03/11/26	03/12/26	SEE NOTES	N
1 SERVICES AUG 2025 - DEC 2025		\$98.60 5-01-25-240-150	B						
		Vendor Total: \$130.90							
L0000049 26-00615	03/12/26	Loeffel's - JCT Waste Oil, LLC Waste Oil removal	B	Solid Waste: Misc Other Expenses	R	03/12/26	03/12/26	2/18/26	N
1 Waste Oil removal		\$275.00 6-01-26-305-299	B						
		Vendor Total: \$275.00							
LANZA005		Thomas Lanza							

CITY OF SOUTH AMBOY
Bill List By Vendor Id

03/12/2026
01:07 PM

Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Acct Type	Description Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
M0000022		Middlesex Water Company		Account Continued						
4		\$94.54 6-01-31-430-220	B	Utilities - Water	R		03/10/26 03/12/26			N
5		\$279.65 5-01-31-430-220	B	Utilities - Water	R		03/10/26 03/12/26			N
6		\$286.92 5-01-31-430-220	B	Utilities - Water	R		03/10/26 03/12/26			N
7		\$260.91 5-01-31-430-220	B	Utilities - Water	R		03/10/26 03/12/26			N
8		\$60.42 5-01-31-430-220	B	Utilities - Water	R		03/10/26 03/12/26			N
9		\$216.46 5-01-31-430-220	B	Utilities - Water	R		03/10/26 03/12/26			N
10		\$389.10 5-01-31-430-220	B	Utilities - Water	R		03/10/26 03/12/26			N
		\$2,411.08								
26-00628	03/12/26	Feb'26 Hydrant Readings		26-00022	C					
1	Feb'26	\$21,934.61 6-01-31-430-220	B	Utilities - Water	R		03/12/26 03/12/26		2/2026	N
		Vendor Total: \$24,345.69								
M0000103		Allegiance Trucks Linden - dba								
26-00569	03/05/26	2/26/26 inv.X403272319:01		26-00012	C					
1	2/26/26	\$372.22 6-01-26-515-155	B	Vehicle Mainten Parts & Accessories - IR	IR		01/23/26 03/12/26		X403272319:01	N
		Vendor Total: \$372.22								
MIDDLE020		Middlesex Welding Supply Co.								
26-00535	03/04/26	Feb'26 Cylinder Rental								
1	Feb'26	\$16.90 6-01-25-261-065	B	E.M.S.- Food and First Aid Supplies	R		03/04/26 03/12/26		0002723364	N
		Vendor Total: \$16.90								
NEWHO005		New Horizon Communications								
26-00522	03/03/26	3/1/26-3/31/26 Internet Serv		26-00020	C					
1	3/1/26-3/31/26	\$306.03 6-01-31-430-245	B	Utilities - Internet	R		03/03/26 03/12/26		3445262	N
2	Police Dept	\$293.04 6-01-31-430-245	B	Utilities - Internet	R		03/03/26 03/12/26		3445263	N
		Vendor Total: \$599.07								
NIELS005		Nielsen Ford of Morristown,INC								
26-00426	02/18/26	OEM '26 Ford Expedition-lights								
1	OEM '26	\$1,308.50 C-04-25-001-015	B	Acquisition of SUV-OEM	R		02/18/26 03/12/26		FOCS17886	N
		Vendor Total: \$1,308.50								
O0000011		Olympic Glove & Safety Co.								
26-00404	02/11/26	DPW - work gloves								
1	DPW - work gloves	\$1,660.00 6-01-26-305-045	B	Solid Waste: Clothing & Uniforms	R		02/11/26 03/12/26		762726	N

CITY OF SOUTH AMBOY
Bill List By Vendor Id

03/12/2026
01:07 PM

Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Acct Description Type	Contract	PO Type Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
PARTS005		Parts Authority, LLC							
		Vendor Total: \$325.46							
POWER015 26-00418	Power Place, Inc 02/18/26	Gator repairs-estimate#1829992 \$198.24 6-01-26-315-100	B	Vehicle Mainten Maintenance of Motor	R	02/18/26	03/12/26	2125126	N
		Vendor Total: \$198.24							
R0000015 26-00437	Encore Holdings, LLC 02/19/26	SARA-Fire Extinguishers/Inspec \$759.00 6-01-90-100-022	B	Due from SARA	R	02/19/26	03/12/26	13364369	N
26-00521	02/27/26	'26 Kitchen Suppression Inspec \$327.90 6-01-26-310-150	B	B&G: Other Contractual Services	R	03/03/26	03/12/26	13365764	N
1 '26 Kitchen Suppression Inspec		\$369.70 6-01-26-310-150	B	B&G: Other Contractual Services	R	03/03/26	03/12/26	13365793	N
2 OEM		\$369.70 6-01-26-310-150	B	B&G: Other Contractual Services	R	03/03/26	03/12/26	13365784	N
3 Little League		\$348.80 6-01-26-310-150	B	B&G: Other Contractual Services	R	03/03/26	03/12/26	13365780	N
4 Protection Fire House		\$327.90 6-01-26-310-150	B	B&G: Other Contractual Services	R	03/03/26	03/12/26	13365768	N
5 Independence Fire House		\$348.80 6-01-26-310-150	B	B&G: Other Contractual Services	R	03/03/26	03/12/26	13365771	N
6 Mechanicsville Fire House		\$327.90 6-01-26-310-150	B	B&G: Other Contractual Services	R	03/03/26	03/12/26	13365775	N
7 Enterprise Fire House		\$2,420.70							
		Vendor Total: \$3,179.70							
R0000046 26-00303	RR Donnelley 02/02/26	REG-42A 8.5 X 11 Safety Paper \$106.50 6-01-27-331-145	B	Vital: Office Supplies	R	02/02/26	03/12/26	913131168	N
1 REG-42A 8.5 X 11 Safety Paper		\$106.50 6-01-27-331-145	B	Vital: Office Supplies	R	02/02/26	03/12/26	913131168	N
2 REG-42B 8.5 X 14 SAFETY PAPER		\$213.00							
		Vendor Total: \$213.00							
RAINO005 26-00543	Rainone Coughlin Minchello, LLC 03/04/26	Feb'25 General Legal Services \$1,645.00 6-01-20-155-195	B	Legal: Professional Consultant & Spec	R	03/04/26	03/12/26	25891	N
1 Feb'25 General Legal Services		\$156.00 6-01-20-155-195	B	Legal: Professional Consultant & Spec	R	03/04/26	03/12/26	25890	N
2 Feb'25 So-Amboy Labor		\$1,801.00							
		Vendor Total: \$1,801.00							
RJWAL005		R.J. Walsh Associates, Inc.							

Account Continued

CITY OF SOUTH AMBOY
Bill List By Vendor Id

03/12/2026
01:07 PM

Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Acct Description Type	Contract	PO Type Stat/Chk	First Enc Rcvd Date Date	Chk/Void Date	Invoice	1099 Excl
RJWAL005	R.J. Walsh Associates, Inc.		Account Continued						
26-00133	01/14/26	'26 Qtrly inspec. fuel tanks	B	Utilities - Gasoline	R	01/14/26 03/12/26	26124		N
	Vendor Total:	\$410.00							
S0000152	Saker Shop Rite Inc.								
26-00550	03/05/26	St.Patricks Mayor Party/L&L	B	Senior Citizes: Food & First Aid Supply R	R	03/05/26 03/12/26	4505530265852		N
1 St.Patricks Mayor Party/L&L		\$275.83 6-01-28-371-065							
	Vendor Total:	\$275.83							
SOUTH030	South Amboy TNR A NJ Nonprofit								
26-00520	03/03/26	March'26 TNR Services	B	Animal Control Maintenance AgreementR	R	03/03/26 03/12/26	MARCH'26		N
1 March '26 TNR Services		\$300.00 6-01-27-340-095							
	Vendor Total:	\$300.00							
STEPH005	Stephen Ringold								
26-00274	01/28/26	3/15/26 St Patrick's Day Event	B	Clean Communities	R	01/28/26 03/09/26	3/15/26		N
1 3/15/26 St Patrick's Day Event		\$2,020.00 G-02-41-715-301							
	Vendor Total:	\$2,020.00							
STROU005	Strouse Electric Co., Inc.								
26-00549	03/05/26	Inv:0126-1007 - DOS:1/21/26	B	Streets/Roads: Maint of Other Equip	R	03/05/26 03/12/26	0126-1007		N
1 Inv:0126-1007 - DOS:1/21/26		\$1,050.00 6-01-26-290-105							
	Vendor Total:	\$1,050.00							
T00000003	The Hose Shop, Inc.								
26-00568	03/05/26	2/26/26 inv.00453862	B	Vehicle Mainten Material & Supplies	R	03/05/26 03/12/26	00453862		N
1 2/26/26 inv.00453862		\$109.07 6-01-26-315-115							
26-00618	03/12/26	3/10/26 inv.00455230	B	Vehicle Mainten Material & Supplies	R	01/23/26 03/12/26	00455230		N
1 3/10/26 inv.00455230		\$49.67 6-01-26-315-115							
	Vendor Total:	\$158.74							
THOMA050	Thomas C. Roselli								
26-00077	01/12/26	Public Defender	B	Public Defender:Other Contractual SvcsR	R	01/12/26 03/12/26	MAR'26		N
3 Public Defender		\$663.75 6-01-43-495-150							
	Vendor Total:	\$663.75							
TOPOL005	Topology NJ, LLC								
26-00592	03/09/26	Feb'26 Affordable Housing-4th	B	25-00034	C				

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor # P.O. # Item Description	PO Date	Name	Description Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
WELLS010		Wellspring, Inc.			Account Continued							
26-00547	03/04/26		GCSUD funded Life Skills Class		B	Municipal Alliance 25/26 GCSUD	R		03/04/26	03/12/26	4366	N
1			\$3,360.00	G-02-41-762-322								
		Vendor Total:	\$3,360.00									
WOODB005		Township of Woodbridge										
26-00603	03/10/26		March'26 EMS services		B	26-00037	C		03/10/26	03/12/26	3/2026	N
1			\$2,500.00	6-01-27-330-150								
		Vendor Total:	\$2,500.00									
WWTIN005		WWT INC - dba VOIP Networks										
26-00533	03/04/26		Mar'26 phone services		B	26-00032	C		01/12/26	03/12/26	C21984	N
1			\$1,874.64	6-01-31-430-240								
		Vendor Total:	\$1,874.64									
XTELO005		Xtel, Inc.										
26-00557	03/05/26		March'26 Inv.81525		B	Utilities - Telephone	R		03/05/26	03/12/26	81525	N
1			\$1,564.44	6-01-31-430-240								
		Vendor Total:	\$1,564.44									

Total Purchase Orders: 100 Total P.O. Line Items: 177 Total List Amount: \$381,850.02 Total Void Amount: \$0.00

Totals by Year-Fund	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description							
CURRENT FUND	5-01	\$14,403.19	\$0.00	\$14,403.19	\$0.00	\$0.00	\$14,403.19
CURRENT FUND	6-01	\$202,493.54	\$0.00	\$202,493.54	\$0.00	\$0.00	\$202,493.54
CAPITAL FUND	C-04	\$157,063.46	\$0.00	\$157,063.46	\$0.00	\$0.00	\$157,063.46
GRANT FUND	G-02	\$7,889.83	\$0.00	\$7,889.83	\$0.00	\$0.00	\$7,889.83
Total Of All Funds:		\$381,850.02	\$0.00	\$381,850.02	\$0.00	\$0.00	\$381,850.02

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

ORDINANCE NO. 2026-03

**ORDINANCE OF THE CITY OF SOUTH AMBOY, IN THE
COUNTY OF MIDDLESEX, NEW JERSEY, APPROPRIATING
A \$6,018,000 UNITED STATES DEPARTMENT OF
TRANSPORTATION PASSENGER FERRY GRANT TO
PROVIDE FOR FERRY TERMINAL SITE IMPROVEMENTS**

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

Section 1. The City of South Amboy, in the County of Middlesex, New Jersey (the "City"), hereby appropriates a \$6,018,000 United States Department of Transportation Passenger Ferry Grant, to provide for ferry terminal site improvements, including, but not limited to, environmental remediation, construction of waterfront improvements, access roadways, curbing, sidewalks, parking, a pavilion structure, landscaping, site lighting, utilities and communication improvements and further including all work and materials necessary therefor and incidental thereto.

Section 2. The City hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 3. This ordinance shall take effect after final adoption and publication and otherwise as provided by law.

COUNCIL MEMBER	MOT	SEC	YES	NO	ABSENT	ABSTAIN
CONRAD	X		X			
DATO			X			
LENAHAN		X	X			
REILLY			X			
GROSS			X			
DATE OF INTRODUCTION	FEBRUARY 18, 2026					
PUBLICATION DATE	February 24, 2026					

I hereby certify that the above Ordinance was introduced by the City Council of the City of South Amboy, County of Middlesex, at a meeting held on February 18, 2026.

Katie Rose Walenty
 Katie Rose Walenty, Acting Municipal Clerk

COUNCIL MEMBER	MOT	SEC	YES	NO	ABSENT	ABSTAIN
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						
DATE OF ADOPTION						
PUBLICATION DATE						

I hereby certify that the above Ordinance was duly adopted by the City Council of the City of South Amboy, County of Middlesex, at a meeting held on _____.

 Katie Rose Walenty, Acting Municipal Clerk

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-093
RESOLUTION TO ENTER 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:

Attorney/Client Privilege
3. 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.
4. This Resolution shall take effect immediately.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 18, 2026.

Katie Rose Walenty
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						