

**RESOLUTION NO. 2024 - 101**

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH TOMS  
RIVER, COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AWARDING A CONTRACT TO CSI COMPUTERS, LLC**

**WHEREAS**, the South Toms River Sewerage Authority (hereinafter "Authority") desires to retain CSI Computers, LLC (hereinafter "CSI") as its Computer Support; and

**WHEREAS**, it is the desire of the governing body to award a contract to CSI Computers, LLC, for any potential support that may arise, as is outlined in Schedule "A," for \$2,295.00;

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby award a contract for the item outlined in Schedule "A" to CSI Computers, LLC in the amount of \$2,295.00.
2. That the Commissioners are hereby authorized to execute a contract with CSI Computers, LLC. in accordance with the provisions of this resolution.
3. That this purchase will result in cost savings for the Authority and South Toms River, as well as increased convenience for the residents of South Toms River.
4. This contract is valid from November 20, 2023 through November 19, 2024.
5. That this resolution shall become effective immediately.
6. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be forwarded to the Auditor and CSI Computers, LLC.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 14<sup>th</sup> day of February 2024.

  
\_\_\_\_\_  
**GEORGE RUTZLER**, Chairman  
South Toms River Sewerage Authority

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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**RESOLUTION NO. 2024 - 102**

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH  
TOMS RIVER, COUNTY OF OCEAN, AUTHORIZING  
A RAISE FOR JONI FRAAS**

**WHEREAS**, the South Toms River Sewerage Authority employs Joni Fraas who is currently the Board Secretary; and

**WHEREAS**, the Authority Commissioners have offered Ms. Fraas a \$2,000.00 \_\_\_\_\_ raise retroactive to January 1, 2024; and

**WHEREAS**, Ms. Fraas has agreed to the raise and will continue her duties as Board Secretary.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey, as follows:

1. That effective January 1, 2024, Joni Fraas was given a \$2,000.00 \_\_\_\_\_ raise to bring her salary to \$62,597.00 \_\_\_\_\_.

2. Any and all resolutions inconsistent with this resolution are hereby repealed to the extent of such inconsistencies.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
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o: 732.363.0777  
f: 732.905.6555

**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 14<sup>th</sup> day of February 2024.

  
\_\_\_\_\_  
**GEORGE RUTZLER**, Chairman  
South Toms River Sewerage Authority

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
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**RESOLUTION NO. 2024 - 103**

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH  
TOMS RIVER, COUNTY OF OCEAN, AUTHORIZING  
A RAISE FOR APRIL SHARKEY**

**WHEREAS**, the South Toms River Sewerage Authority employs April Sharkey; and

**WHEREAS**, the Authority Commissioners have offered Ms. Sharkey a  
\$2,000.00 \_\_\_\_\_ raise retroactive to January 1, 2024; and

**WHEREAS**, Ms. Sharkey has agreed to the raise and will continue her duties as an  
Authority employee.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the South  
Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New  
Jersey, as follows:

1. That effective January 1, 2024, April Sharkey was given a \$2,000.00 \_\_\_\_\_ raise  
to bring her salary to \$40,000.00 \_\_\_\_\_.

2. Any and all resolutions inconsistent with this resolution are hereby repealed to  
the extent of such inconsistencies.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
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f: 732.905.6555

**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 14<sup>th</sup> day of Febraury 2024.

  
\_\_\_\_\_  
**GEORGE RUTZLER**, Chairman  
South Toms River Sewerage Authority

**r|m|s|h|c**

Rothstein, Mandoll, Strohm,  
Halm & Cipriani, P.A.  
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RESOLUTION NO. 2024- 104

**RESOLUTION OF THE SOUTH TOMS  
RIVER SEWERAGE AUTHORITY,  
BOROUGH OF SOUTH TOMS RIVER,  
COUNTY OF OCEAN, STATE OF NEW  
JERSEY, AUTHORIZING THE EXECUTION  
OF A SHARED SERVICES AGREEMENT  
WITH THE TOMS RIVER MUNICIPAL  
UTILITIES AUTHORITY**

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1, et seq., a local unit may enter into agreements for shared services with another local unit to provide or receive any service that the units participating in the agreement are empowered to provide or receive within their own jurisdiction; and

**WHEREAS**, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act must do so by the adoption of a resolution; and

**WHEREAS**, the South Toms River Sewerage Authority (hereinafter "Authority") may desire to use equipment, resources, and expertise that is held by the Toms River Municipal Utilities Authority (hereinafter "Utilities Authority") and vice versa; and

**WHEREAS**, the Authority and the Utilities Authority recognize that a sharing of said services will result in a cost savings for the taxpayers of South Toms River and the Township of Toms River; and

**WHEREAS**, it is the desire of the Commissioners of the Authority to authorize the execution of a shared services agreement with the Utilities Authority.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey as follows:

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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1. That the governing body does hereby authorize the entering of a shared services agreement between the Authority and the Utilities Authority for potential use of equipment, resources, and services for February 2024 through January 2025. A copy of the shared services agreement between the Authority and the Utilities Authority is outlined in Schedule "A."
2. That the Commissioners are hereby authorized to approve a shared services agreement with the Utilities Authority.
3. That this shared service agreement will result in cost savings and convenience for the Authority and the Utilities Authority.
4. That this resolution shall become effective immediately.
5. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be forwarded to the Auditor and Bernard Rutkowski, Executive Director of the Toms River Municipal Utilities Authority.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
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**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 14<sup>th</sup> day of February, 2024.

  
\_\_\_\_\_  
**GEORGE RUTZLER**  
South Toms River Sewerage Authority

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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**RESOLUTION NO. 2024 - 105**

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH  
TOMS RIVER, COUNTY OF OCEAN, STATE OF NEW  
JERSEY, APPOINTING MICHAEL S. NAGURKA,  
ESQUIRE, OF THE FIRM OF ROTHSTEIN,  
MANDELL, STROHM, HALM & CIPRIANI, AS  
ATTORNEY FOR THE AUTHORITY**

**WHEREAS**, there exists a need for legal services as Attorney for the South Toms River Sewerage Authority, Borough of South Toms River; and

**WHEREAS**, the maximum amount of the contract to be awarded under this resolution is as set forth in the 2024 Authority budget for legal services; and

**WHEREAS**, the amount of the contract is not anticipated to exceed the threshold amount of \$17,500 established by the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, and is exempt from the requirements of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be made available for public inspection; and

**WHEREAS**, the Authority have reviewed the proposals submitted and recommend that Michael S. Nagurka, Esquire of Rothstein, Mandell, Strohm, Halm & Cipriani, be appointed as Authority Attorney; and

**WHEREAS**, Michael S. Nagurka, Esquire, of the firm of Rothstein, Mandell, Strohm, Halm & Cipriani, has completed and submitted a Business Entity Disclosure Certification which certifies that neither he nor his firm have made any reportable contributions to a political or candidate committee in the Borough of South Toms River or the Authority in the previous one year, and that the contract will prohibit Michael S. Nagurka, Esquire, and the firm

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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of Rothstein, Mandell, Strohm, Halm & Cipriani., from making any reportable contributions to a political or candidate committee in the Borough of South Toms River or the Authority through the term of the contract; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey, as follows:

1. That Michael S. Nagurka, Esquire., of the firm of Rothstein, Mandell, Strohm, Halm & Cipriani is hereby appointed as Authority Attorney for the South Toms River Sewerage Authority for a term of one (1) year, commencing February 1, 2024 and ending January 31, 2025. The Authority Attorney and his firm shall be compensated at the rate of One Hundred Forty-Five (\$145.00) Dollars per hour for services rendered to the Authority for the calendar year 2024. Michael S. Nagurka, Esquire and the firm Rothstein, Mandell, Strohm, Halm & Cipriani, will perform additional legal services pursuant to the contract authorized herein.

2. That the Commissioners are hereby authorized to execute and the Board Secretary to attest to, respectively, the attached agreement with Michael S. Nagurka, Esquire of the firm of Rothstein, Mandell, Strohm, Halm & Cipriani. in accordance with the provisions of this resolution.

3. That the contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), with an anticipated value of under \$17,500 which is exempt from the requirements of N.J.S.A. 19:44A-20.4.

4. That a notice of this action shall be printed once in the official newspaper of the South Toms River Sewerage Authority in accordance with N.J.S.A. 40A:11-5(1)(a).

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

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5. That a certified copy of this Resolution and the contract shall be forwarded to the Borough Clerk of the Borough of South Toms River for public inspection in accordance with N.J.S.A. 40A:11-5(1)(a).

6. That this resolution shall become effective immediately.

**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 14<sup>th</sup> day of February 2024.

  
\_\_\_\_\_  
**GEORGE RUTZLER**, Chairman  
South Toms River Sewerage Authority

**r|m|s|h|c**  
Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW  
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**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT dated the 14<sup>th</sup> day of February 2024

**BETWEEN:**           **SOUTH TOMS RIVER SEWERAGE AUTHORITY**, a municipal authority of the State of New Jersey, having its principal offices located on 19 Double Trouble Road, South Toms River, New Jersey, 08757 (hereinafter referred to as "Authority");

**AND:**               **MICHAEL S. NAGURKA, ESQUIRE** of the firm of **ROTHSTEIN, MANDELL, STROHM, HALM & CIPRIANI.**, having its principal offices located at 98 East Water Street, Toms River, New Jersey 08753 (hereinafter referred to as "Attorney" or "Contractor")

**WHEREAS**, pursuant to law, the parties hereto wish to enter into an agreement for Professional Legal Services.

**NOW, THEREFORE**, the parties hereunder do agree as follows:

1. The Attorney is hereby retained as Authority Attorney for a term of one (1) year commencing February 1, 2024 and ending January 31, 2025.
2. Mr. Nagurka shall provide all general legal services required and necessary as Authority Attorney at the rate of \$145.00 per hour. Mr. Nagurka shall charge \$145.00 per hour for attendance at all Authority meetings and special meetings.
3. The total amount charged by Attorney may exceed \$17,500 due to other litigation.
4. The Attorney shall provide all general legal services as determined and authorized by the Chairman or other authorized official of the Authority in accordance with the terms of this Agreement.
5. Any other extraordinary legal services as determined and authorized by the Authority and which could not be anticipated at the time of this Agreement, shall be charged at the rate above stated and shall not exceed the amount appropriated for said purposes by the Authority.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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Legal services performed by the Attorney in all litigation cases shall be charged at the rate of \$145.00 per hour.

6. The Attorney shall bill the Authority for all services rendered. This includes telephone calls (minimum charge of .2 of an hour) dictating letters (minimum charge of .3 of an hour) and reviewing letters (minimum charge of .3 of an hour), traveling to and from meetings and court, legal research, preparation of ordinances (minimum charge of one hour and a half), preparation of resolutions (minimum charge of .5 of an hour), preparation of contracts (minimum charge of one hour), negotiations and other services on behalf of the Authority.

7. In addition to legal fees, the Authority must pay the following costs and expenses: Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, messenger services, photocopying charges (.25 cents per copied page), facsimile charges (\$.50 per faxed page), postage, and any other necessary expenses.

8. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a), provided that same subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

9. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

10. The Contractor shall submit a copy of the Certificate of Employee Information Report

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Rothstein, Mandell, Strohm,  
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on Form AA-302 (Initial Employee Information Report) prior to any payments being made under this agreement.

11. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

12. Before final payment on the contract is made by the Authority (the contracting agency), the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

13. For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property is intended to a contract with a contracting agency.


14. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C. 52:32-44, et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST

SOUTH TOMS RIVER  
SEWERAGE AUTHORITY

  
Witness

By   
Chairman


r|m|s|h|c

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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**ROTHSTEIN, MANDELL,  
STROHM, HALM & CIPRIANI**

By   
Michael S. Nagurka, Esq.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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**RESOLUTION NO. 2024 - 106**

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF  
SOUTH TOMS RIVER, COUNTY OF OCEAN,  
STATE OF NEW JERSEY, AUTHORIZING OUR  
OFFICIAL NEWSPAPER AS THE ASBURY PARK  
PRESS**

**WHEREAS**, pursuant to N.J.S.A. § 40:53-1, all municipal entities are required to designate an official newspaper for the publication of all advertisements and notices required by law to be published;

**WHEREAS**, the South Toms River Sewerage Authority has been using the Asbury Park Press as their official newspapers for many years;

**WHEREAS**, it is the desire of the Commissioners of the Authority to authorize the Asbury Park Press as their official newspapers for all required notices for the year of 2024 through the end of January 2025.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the use of the Asbury Park Press as their official newspaper.
2. That this resolution shall become effective immediately.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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Toms River, NJ 08753

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**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 14<sup>th</sup> day of February 2024.

  
\_\_\_\_\_  
**GEORGE RUTZLER**, Chairman  
South Toms River Sewerage Authority

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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RESOLUTION NO. 2024 - 107

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH TOMS  
RIVER, COUNTY OF OCEAN, STATE OF NEW JERSEY  
AUTHORIZING THE APPOINTMENT OF KOERNER  
AND KOERNER AS ACCOUNTANTS FOR THE  
AUTHORITY**

**WHEREAS, N.J.S.A. 40:14A-7.1** requires that every Municipal Sewerage Authority shall have an annual audit of its books, accounts and financial transactions by a registered municipal accountant of New Jersey; and

**WHEREAS,** there exists a need for accounting services for the South Toms River Sewerage Authority, Borough of South Toms River; and

**WHEREAS,** the maximum amount of the contract to be awarded under this resolution is as set forth in the 2024 Authority budget for accounting services; and

**WHEREAS,** the amount of the contract is not anticipated to exceed the threshold amount of \$17,500 established by the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and is exempt from the requirements of N.J.S.A. 19:44A-20.4; and

**WHEREAS,** the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be made available for public inspection; and

**WHEREAS,** it is the desire of the Commissioners of the South Toms River Sewerage Authority to appoint Koerner and Koerner to perform its accounting services and to authorize execution of a contract with Koerner and Koerner for such services.

**NOW, THEREFORE, BE IT RESOLVED,** by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey, as follows:

**r|m|s|h|c**

Rothstein, Mandoll, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
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1. That Koerner and Koerner is hereby appointed as Municipal Accountant for the Authority for the year 2024, and shall be compensated at the following hourly rates for said services:

Accountant – Director	\$170.00
Accountant – Senior	\$145.00
Clerical	\$80.00

2. The Accountant is a person authorized by law to practice a recognized profession in the State of New Jersey, which practice is regulated by law of this State; to wit: the profession of a registered municipal accountant. These professional services are necessary and are required by this Authority.

3. That the Commissioners are authorized to execute the attached agreement with Koerner and Koerner for a term not to exceed one (1) year, commencing on February 1, 2024, and terminating on January 31, 2025.

4. That the contract is awarded without competitive bidding as a “Professional Service” in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), with an anticipated value of under \$17,500 which is exempt from the requirements of N.J.S.A. 19:44A-20.4.

5. That a notice of this action shall be printed once in the official newspaper of the South Toms River Sewerage Authority in accordance with N.J.S.A. 40A:11-5(1)(a).

6. That this resolution shall become effective immediately.

7. That a certified copy of this Resolution and contract shall be forwarded to the Borough Clerk of South Toms River for public inspection in accordance with N.J.S.A. 40A:11-5(1)(a).

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

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**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** dated the 14<sup>th</sup> day of **February 2024**

**BETWEEN:**           **SOUTH TOMS RIVER SEWERAGE AUTHORITY**, a municipal authority of the State of New Jersey, having its principal offices located on 19 Double Trouble Road, South Toms River, New Jersey, 08757 (hereinafter referred to as "Authority");

**AND:**                 **KOERNER AND KOERNER**, having its principal offices located at Ten Allen Street, Toms River, New Jersey 08754 (hereinafter referred to as "Accountant" or "Contractor")

**WHEREAS**, pursuant to law, the parties hereto wish to enter into an agreement for Professional Accounting Services.

**NOW, THEREFORE**, the parties hereunder do agree as follows:

1. The Accountant is hereby retained as Authority Accountant for term of one (1) year, commencing February 1, 2024 and ending January 31, 2025.
2. The Accountant proposes to provide accounting services to the Authority as of February 1, 2024.
3. The Accountant will assist the Authority in preparing for the annual audit of its books and records. Said audit to be conducted by the Authority Auditor.
4. The Accountant will act as the liaison between the Authority and Auditor in matters generally accepted auditing standards.
5. The Accountant will review the draft of the audited financial statements and offer changes or corrections to the Auditor. If necessary, the Accountant will assist in the preparation of a Corrective Action Plan.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
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6. Accountant understands that Authority's employees will type all case, accounts receivable, accounts payable, and other confirmations Auditor requests and will locate any invoices selected by Auditor for testing.

7. Accountant's fees for these services will be based on the actual time spent at Accountant's standard hourly rate, plus travel and other out-of-pocket costs. Accountant's standard hourly rates vary according to the degree of responsibility involved and the experience level or personnel assigned. If significant additional time is necessary, Accountant will discuss it with Authority.

8. In addition, Accountant understands that Accountant serves at the pleasure of the Authority and that Accountant's services may be discontinued at any time upon 30 days written notice. Further, that if services are discontinued at the Authority's request, Accountant will provide transitional service for 30 days after the separation date in accordance with this contract for payment. Upon completion of the transitional period, Accountant will submit a final invoice within 30 days.

9. Services will be billed relating to the accounting services on a monthly basis for the period from February 1, 2024, through January 31, 2025.

10. The total amount charged by us shall not exceed the amount appropriated in the South Toms River Sewerage Authority operating budget for the calendar year 2024 as amended and supplemented. Accounting firm's rate schedule is as follows:

**HOURLY RATES:**

Accountant - Director	\$170.00
Accountant - Senior	\$145.00
Clerical	\$80.00

**r|m|s|h|c**  
Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

11. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

12. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

13. The Contractor shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this agreement.

14. The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

15. Before final payment on the contract is made by the Authority (the contracting agency), the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et. Al.) or subsection e. or f. of section 92 of P.L.1977, c.110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25

**r|m|s|h|c**

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for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

16. For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

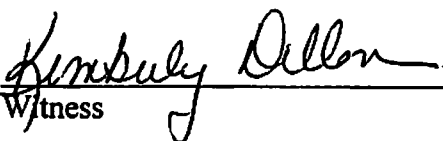
WITNESS & ATTEST

SOUTH TOMS RIVER  
SEWERAGE AUTHORITY

  
\_\_\_\_\_  
Witness  
(Seal)

By   
\_\_\_\_\_  
Chairman, George Rutzler

KOERNER & KOENER

  
\_\_\_\_\_  
Witness

By   
\_\_\_\_\_

**r|m|s|h|c**  
Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

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f: 732.905.6555



RESOLUTION NO. 2024 - 108

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH TOMS  
RIVER, COUNTY OF OCEAN, STATE OF NEW JERSEY  
AUTHORIZING THE APPOINTMENT OF HOLMAN  
FRENIA ALLISON AS AUDITORS FOR THE  
AUTHORITY**

**WHEREAS, N.J.S.A. 40:14A-7.1** requires that every Municipal Sewerage Authority shall have an annual audit of its books, accounts and financial transactions by a registered municipal accountant of New Jersey; and

**WHEREAS,** there exists a need for auditing services for the South Toms River Sewerage Authority, Borough of South Toms River; and

**WHEREAS,** the performance of the services requires knowledge of an advanced type in a field of learning pursuant to N.J.S.A. 40A:11-2 and the Borough has determined that Holman Frenia Allison (hereinafter "HFA"). has the ability and expertise to perform the auditing services required by the Borough; and

**WHEREAS,** the firm of HFA has completed and submitted a Business Entity Disclosure Certification which certifies that neither he nor his firm has made a disqualifying reportable contribution to a political or candidate committee in the Borough of South Toms River in the previous one year, and that the contract will prohibit HFA. from making any disqualifying reportable contribution to a political or candidate committee in the Borough of South Toms River through the term of the contract; and

**WHEREAS,** the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., authorizes the award of contracts for "Professional Services" and requires that the resolution and contract be made available for public inspection.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be made available for public inspection; and

WHEREAS, it is the desire of the Commissioners of the South Toms River Sewerage Authority to appoint HFA to perform its auditing services and to authorize execution of a contract with HFA for such services.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey, as follows:

1. That HFA is hereby appointed registered Municipal Auditor to serve the Authority for the year 2024, and to receive such compensation as may be reasonable for such services. Said Auditor is a person authorized by law to practice a recognized profession in the State of New Jersey, which practice is regulated by law of this State, to wit: the profession of a registered municipal auditor. These professional services are necessary and are required by this Authority.
2. That the Commissioners are authorized to execute the attached agreement with HFA for a term not to exceed one (1) year, commencing on February 1, 2024, and terminating on January 31, 2025.
3. That this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts law because it is for services to be performed by a person or persons authorized by law to practice a recognized profession.
4. That the Business Disclosure Entry Certification be placed on file with this resolution.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

5. That this resolution shall take effect February 1, 2024.
6. That a certified copy of this Resolution and the contract shall be forwarded to the Borough Clerk of the Borough of South Toms River for public inspection in accordance with N.J.S.A. 40A:11-5(1)(a).

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
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**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 13<sup>th</sup> day of March 2024.

  
\_\_\_\_\_  
**GEORGE RUTZLER**, Chairman  
South Toms River Sewerage Authority

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

**o: 732.363.0777**  
**f: 732.905.6555**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** dated the 11<sup>th</sup> day of February 2024

**BETWEEN:**           **SOUTH TOMS RIVER SEWERAGE AUTHORITY**, a municipal authority of the State of New Jersey, having its principal offices located on 19 Double Trouble Road, South Toms River, New Jersey, 08757 (hereinafter referred to as “Authority”);

**AND:**               **HOLMAN FRENIA ALLISON, P.C.**, having its principal offices located at 1985 Cedar Bridge Avenue, Suite 3, Lakewood, New Jersey 08701 (hereinafter referred to as “Auditor” or “Contractor”).

**WHEREAS**, pursuant to law, the parties hereto wish to enter into an agreement

for Professional Accounting Services.

**NOW, THEREFORE**, the parties hereunder do agree as follows:

1. Holman Frenia & Allison, P.C. is hereby retained as Authority Auditor for a term of one (1) year, commencing February 1, 2024, and ending January 31, 2025.
2. The Auditor proposes to audit the balance sheet of the Authority as of December 31, 2024, and the related statements of revenues, expenses, and changes in fund equity and changes in financial position for the year then ended.
3. The Authority audit will be made in accordance with generally accepted auditing standards and will include tests of Authority accounting records and other procedures the auditor considers necessary to enable Auditor to express an unqualified opinion that Authority financial statements are fairly presented in conformity with generally accepted accounting principles consistently applied. If the Auditor’s opinion is other than unqualified, the Auditor will fully discuss the reasons with the Authority in advance.

**r|m|s|h|c**

Rothstein, Mandoll, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

4. Auditor's procedures will include tests of documentary evidence supporting

the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and banks. At the conclusion of Auditor's examination, Auditor will also request certain written representation from Authority about the financial statements and related matters.

5. An audit is based primarily on the selective testing of accounting records and related data; therefore, Auditor's audit will involve judgment about the number of transactions to be examined and the areas to be tested. Because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by Auditor. Auditor will advise Authority, however, of any matters of that nature that come to Auditor's attention.

6. Auditor understands that Authority will provide Auditor with the basic information required for Auditor's audit and that Authority is responsible for the accuracy and completeness of that information. Auditor will advise Authority about appropriate accounting principles and their application and will assist in the preparation of Authority's financial statements, but the responsibility for the financial statements remain with the Authority. This responsibility includes the maintenance of adequate records and related controls, the selection and application of accounting principles, and the safeguarding of assets.

7. Auditor understands that Authority's employees will type all case, accounts

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

Payable, and other confirmations Auditor requests and will locate any invoices selected by Auditor for testing.

8. Auditor's examination is not specifically designed and cannot be relied on to disclose material weaknesses in accounting controls. However, during the audit, if Auditors becomes aware of such material weakness in internal accounting control or ways that Auditor believes management practices can be improved, Auditor will communicate them to Authority in a separate letter.

~~9. Auditor's fees for these services will be based on the actual time spent at Auditor's standard hourly rate, plus travel and other out-of-pocket costs. Auditor's standard hourly rates vary according to the degree of responsibility involved and the experienced level or personnel assigned to Authority's audit. Auditor's fee to perform the audit for the South Toms River Sewerage Authority for the year ended December 31, 2024, would be \$16,500. This fee is based on the anticipated cooperation from Auditor's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, Auditor will discuss it with Authority.~~ <sup>LA \$ 20,000 - see page #3 -</sup>

10. In addition, Auditor understands that Auditor serves at the pleasure of the Authority and that Auditor's services may be discontinued at any time upon 30 days' written notice. Further, that if services are discontinued at the Authority's request, Auditor will provide transitional service for 30 days after the separation date in accordance with this contract for payment. Upon completion of the transitional period, Auditor will submit a final invoice within 30 days.

11. Services will be billed relating to the audit on a monthly basis for the period

**r|m|s|h|c**  
Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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f: 732.905.6555

to disclose material weaknesses in accounting controls. However, during the audit, if Auditors becomes aware of such material weakness in internal accounting control or ways that Auditor believes management practices can be improved, Auditor will communicate them to Authority in a separate letter.

9. Auditor's fees for these services will be based on the actual time spent at Auditor's standard hourly rate, plus travel and other out-of-pocket costs. Auditor's standard hourly rates vary according to the degree of responsibility involved and the experienced level or personnel assigned to Authority's audit. Auditor's fee to perform the audit for the South Toms River Sewerage Authority for the year ended December 31, 2024, would be \$20,000. This fee is based on the anticipated cooperation from Auditor's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, Auditor will discuss it with Authority.

10. In addition, Auditor understands that Auditor serves at the pleasure of the Authority and that Auditor's services may be discontinued at any time upon 30 days' written notice. Further, that if services are discontinued at the Authority's request, Auditor will provide transitional service for 30 days after the separation date in accordance with this contract for payment. Upon completion of the transitional period, Auditor will submit a final invoice within 30 days.

11. Services will be billed relating to the audit on a monthly basis for the period from February 2024, through January 2025, at the rate of \$750.00 per month with a balance of ~~\$7,500.00~~ billed upon acceptance of the audit report by the Commissioners.

12. Auditor's services for assistance in budget preparation and other matters

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.4655

21

\$11,000.00



See page 3

from February 2024, through January 2025, at the rate of \$750.00 per month with a balance of ~~\$7,500.00~~ billed upon acceptance of the audit report by the Commissioners.

WA

\$ 11,000.00

12. Auditor's services for assistance in budget preparation and other matters will be separately billed on an hourly basis after request by the Authority. Auditor does not anticipate special services related to budget preparation to exceed \$3,500.00. Other special services will also be billed on an hourly basis. The total amount charged by us shall not exceed the amount appropriated in the South Toms River Sewerage Authority operating budget for the calendar year 2024 as amended and supplemented. Auditor's firm rate schedule is as follows:

HOURLY RATES:

Engagement Partner	\$220.00
Quality Review Partner	\$220.00
Senior Manger	\$185.00
Manager	\$175.00
Supervisor	\$155.00
Senior	\$135.00
Staff II	\$120.00
Staff I	\$100.00
Administrative	\$90.00

13. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of

**r|m|s|h|c**  
Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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Toms River, NJ 08753  
o: 732.363.0777  
f: 732.905.6555

said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

14. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

15. The Contractor shall submit a copy of the Certificate of Employee Information Report on Form AA-302 (Initial Employee Information Report) prior to any payments being made under this agreement.

16. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

17. Before final payment on the contract is made by the Authority (the Contracting agency), the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C. 52:32-44, et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

18. For the term of the contract, the Contractor and each of its affiliates and a

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Rothstein, Mandell, Strohm,  
Helm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

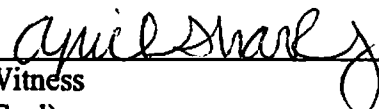
o: 732.363.0777  
f: 732.905.6555


subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**WITNESS & ATTEST**

**SOUTH TOMS RIVER SEWERAGE  
AUTHORITY**

  
\_\_\_\_\_  
Witness  
(Seal)

By  \_\_\_\_\_  
Chairman

**HOLMAN, FRENIA & ALLISON,  
P.C.**

  
\_\_\_\_\_  
Witness

By  \_\_\_\_\_  
**BRIAN J. WALDRON, CPA, PSA**

**r|m|s|h|c**  
Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
Holman Frenia Allison, P. C.**

(name of firm)

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Holman Frenia Allison, P. C. (name of firm) have not made and will not make any reportable contributions Pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 2, 2007 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the South Toms River Sewerage Authority as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).


**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
 Corporation     
 Sole Proprietorship     
 Subchapter S Corporation  
 Limited Partnership   
 Limited Liability Corporation     
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert W. Allison	2009 Main Street, Lake Como, New Jersey 07719
Craig R. Johnson	106 Montclair Road N, Barnegat, NJ 08005
Jerry W. Conaty	738 Princeton Road, Lanoka Harbor, NJ 08734
Lauren M. Holman	703 South Street, Point Pleasant, NJ 08742
Matthew F. Holman	703 South Street, Point Pleasant, NJ 08742

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Holman Frenia Allison, P. C.

Signed: *Brian J. Waldron* Title: Partner

Print Name: Brian J. Waldron Date: March 5, 2024

<p>Subscribed and sworn before me this <u>5th</u> day of <u>March</u>, 20 <u>24</u></p> <p>My Commission expires:</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p align="center"><b>CHRISTINE M KANE</b> Notary Public, State of New Jersey Comm. # 60209458 My Commission Expires <u>12/31/2025</u></p> </div>	<p align="center"><u><i>Brian J. Waldron</i></u> (Affiant)</p> <p align="center"><u>Brian J. Waldron, Partner</u> (Print name &amp; Title of affiant)</p> <p align="center">Corporate Seal</p>
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RESOLUTION NO. 2024 - 109

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF  
SOUTH TOMS RIVER, COUNTY OF OCEAN,  
STATE OF NEW JERSEY, AWARING A  
CONTRACT TO EDMUNDS & ASSOCIATES**

**WHEREAS**, the South Toms River Sewerage Authority (“Authority”) has the need for certain computer software to ensure consistent and accurate billing, as well as safeguarding customer data; and

**WHEREAS**, the Authority previously retained Edmunds & Associates to provide applications that allow the safe and secure storage of all resident data; and

**WHEREAS**, it is the desire of the governing body to award a contract to Edmunds & Associates. as is outlined in Schedule “A” for the year 2024;

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby award a contract for the item outlined in Schedule “A” to Edmunds & Associates;
2. That the Commissioners are hereby authorized to execute a contract with Edmunds & Associates in accordance with the provisions of this resolution.
3. That this resolution shall become effective immediately.
4. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be forwarded to the Auditor and Edmunds & Associates.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 14<sup>th</sup> day of February 2024.

  
\_\_\_\_\_  
**GEORGE RUTZLER**, Chairman  
South Toms River Sewerage Authority

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
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**RESOLUTION NO. 2024 - 110**

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH TOMS  
RIVER, COUNTY OF OCEAN, STATE OF NEW JERSEY,  
APPOINTING VAN CLEF ENGINEERING AS ENGINEER  
FOR THE AUTHORITY**

**WHEREAS**, there exists a need for engineering services for the South Toms River Sewerage Authority, Borough of South Toms River; and

**WHEREAS**, the Chairman of the Authority has advised that the maximum amount of the contract to be awarded under this resolution is as set forth in the 2024 Authority budget for engineering services; and

**WHEREAS**, the amount of the contract is not anticipated to exceed the threshold amount of \$17,500 established by the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and is exempt from the requirements of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be made available for public inspection; and

**WHEREAS**, it is the desire of the Commissioners of the South Toms River Sewerage Authority to appoint the firm of Van Cleef Engineering as Engineer and to authorize the execution of a contract with the firm of Van Cleef Engineering, for engineering services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey, as follows:

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

1. That the firm of Van Cleef Engineering, is hereby appointed as Engineer for the Authority for a term not to exceed one (1) year, commencing on February 1, 2024, and terminating on January 31, 2025.
2. That the Commissioners are authorized to execute the attached agreement with the firm of Van Cleef Engineering.
3. That the contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), with an anticipated value of under \$17,500 which is exempt from the requirements of N.J.S.A. 19:44A-20.4.
4. That a notice of this action shall be printed once in the official newspapers of the South Toms River Sewerage Authority in accordance with N.J.S.A. 40A:11-5(1)(a).
5. That this resolution shall take effect February 1, 2024.
6. That a certified copy of this Resolution and the contract shall be forwarded to the Borough Clerk of the Borough of South Toms River for public inspection in accordance with N.J.S.A. 40A:11-5(1)(a).

**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 14<sup>th</sup> day of February 2024.



**GEORGE RUTZLER**, Chairman  
South Toms River Sewerage Authority

**r|m|s|h|c**  
Rothstein, Mandoll, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
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**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** dated the 14<sup>th</sup> day of February 2024

**BETWEEN:**                **SOUTH TOMS RIVER SEWERAGE AUTHORITY**, a municipal authority of the State of New Jersey, having its principal offices located on 19 Double Trouble Road, South Toms River, New Jersey, 08757 (hereinafter referred to as “Authority”);

**AND:**                      **VAN CLEEF ENGINEERING ASSOCIATES**, having its principal offices located at 1705 Route 37 East, Toms River, New Jersey 08753 (hereinafter referred to as “Engineer” or “Contractor”).

**WHEREAS**, pursuant to law, the parties hereto wish to enter into an agreement for Professional Engineering Services.

**NOW, THEREFORE**, the parties hereunder do agree as follows:

1. The Engineer is hereby appointed and designated by the Commissioners of the South Toms River Sewerage Authority, as the Authority Engineer in accordance with the terms of this agreement for the term of one (1) year, commencing February 1, 2024 and ending January 31, 2025.

2. The following hourly rates shall be paid for all engineering and surveying services authorized by the Commissioners, unless otherwise agreed to in writing between the parties. See, Schedule ‘A’ attached hereto.

3. Routine engineering work as determined and authorized by the Authority may be estimated and charged on an hourly basis in accordance with the rates set forth in Schedule ‘A’ hereof, however, the total charges for said routine would not exceed the amount appropriated by the Authority.

4. Other projects, as determined and authorized by the Authority, may be

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Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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estimated and charged on an hourly basis at the rates set forth in the attached Schedule 'A', or established on a fixed-fee basis and shall not exceed the amounts appropriated for said purposes by the Authority.

5. The Engineer hereby agrees that the Authority shall only be charged for the services of one (1) engineer for attendance at any Authority meeting, notwithstanding the fact that more than one engineer or other employee shall be present at any Authority meeting.

6. The Engineer agrees to provide to the Authority, at no additional cost, the original work and drawings on all projects performed by Van Clef Engineering Associates for the Authority.

7. The Engineer and the commissioners agree that this appointment as Engineer shall expire on January 31, 2025, or upon thirty (30) days' written notice by either party.

8. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

9. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3

10. The Engineer shall execute the Affirmative Action Agreement, Exhibit "A"

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attached hereto, which shall be incorporated herein by reference.

11. The Contractor shall submit a copy of the Certificate of Employee Information Report on Form AA-302 (Initial Employee Information Report) prior to any payments being made under this agreement.

12. The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

13. Before final payment on the contract is made by the Authority (the contracting agency), the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C. 52:32-44, et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

14. For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

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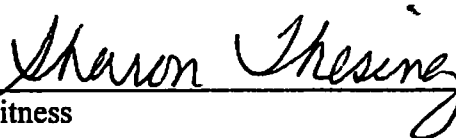
WITNESS & ATTEST

SOUTH TOMS RIVER  
SEWERAGE AUTHORITY

  
\_\_\_\_\_  
Witness  
(Seal)

By   
\_\_\_\_\_  
GEORGE RUTZLER, CHAIRMAN

VAN CLEF ENGINEERING  
ASSOCIATES

  
\_\_\_\_\_  
Witness

By   
\_\_\_\_\_

r|m|s|h|c

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Halm & Cipriani, P.A.  
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**RESOLUTION NO. 2024-111**  
**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH  
TOMS RIVER, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, AUTHORIZING THE EXECUTION  
OF A SHARED SERVICES AGREEMENT WITH  
THE SOUTH TOMS RIVER RECREATION  
COMMISSION**

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1, et seq., a local unit may enter into agreements for shared services with another local unit to provide or receive any service that the units participating in the agreement are empowered to provide or receive within their own jurisdiction; and

**WHEREAS**, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act must do so by the adoption of a resolution; and

**WHEREAS**, the South Toms River Sewerage Authority (hereinafter "Authority") and the South Toms River Recreation Commission (hereinafter "Commission") desire to enter into a shared service agreement; and

**WHEREAS**, the Authority and the Commission recognize that a sharing of said services will result in a cost savings for the taxpayers of South Toms River; and

**WHEREAS**, it is the desire of the Commissioners of the Authority to authorize the execution of a shared services agreement with the Commission.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the entering of a shared services agreement between the Authority and the Commission for the usage of the garage at 1 Drake

Lane and for non-payment of sewer fees for the Commission at the same location. A copy of the shared services agreement between the Authority and the Utilities Authority is outlined in Schedule "A."

2. That the Commissioners are hereby authorized to approve a shared services agreement with the Commission.

3. That this shared service agreement will result in cost savings and convenience for the Authority and the Commission.

4. That this resolution shall become effective immediately.

5. That a certified copy of this resolution, together with a copy of the shared service agreement shall be forwarded to the Commission and the Administrator for the Borough of South Toms River.

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Halm & Cipriani, P.A.  
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**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 10<sup>th</sup> day of April, 2024.

  
\_\_\_\_\_  
**GEORGE RUTZLER, Chairman**  
South Toms River Sewerage Authority

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Halm & Cipriani, P.A.  
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**SHARED SERVICES AGREEMENT BETWEEN THE SOUTH TOMS RIVER SEWERAGE AUTHORITY AND THE SOUTH TOMS RIVER RECREATION COMMISSION, BOROUGH OF SOUTH TOMS RIVER, COUNTY OF OCEAN, STATE NEW JERSEY WITH REGARD TO GARAGE SPACE AND SEWERAGE FEES**

THIS AGREEMENT, made this 10<sup>th</sup> day of April, 2024, between the SOUTH TOMS RIVER SEWERAGE AUTHORITY, a body politic and corporate of the State of New Jersey, in the County of Ocean, with offices at 19 Double Trouble Road, Borough of South Toms River, New Jersey, 08757 (hereinafter referred to as "Authority"), and the SOUTH TOMS RIVER RECREATION COMMISSION, with offices at 1 Drake Lane, Borough of South Toms River, New Jersey 08757 (hereinafter referred to as the "Commission");

**RECITALS**

**WHEREAS**, the Authority is a public body organized and existing pursuant to the provisions of the Sewerage Authorities Law (N.J.S.A. 40:14A-1, et seq.) exercising essential governmental functions to provide for the public health and welfare with all necessary powers to construct, operate, and maintain sewerage facilities for the relief of waters in and around the service area of the Authority and the Authority owns and operates a sewerage system for the collection of wastewater flows consisting of pipes, manholes and appurtenances located within the service area; and

**WHEREAS**, the Commission is a part of the Borough of South Toms River and is responsible for recreational activities within the Borough; and

**WHEREAS**, the Authority has used garage space at 1 Drake Lane for many years, and has a desire to continue to do so; and

**WHEREAS**, the Commission is not charged quarterly for sewerage charges, and has a desire to continue to do so;

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities and other local governmental units may enter into agreements for shared services with other municipalities and local governmental units to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

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**WHEREAS**, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act must do so by the adoption of a resolution; and

**WHEREAS**, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and considerations contained herein, the Authority and the Commission do hereby agree as follows:

1. The parties hereby agree to enter into the Shared Services Agreement in accordance with the provisions of N.J. S.A. 40A:65-1 et seq. This Agreement shall expire, unless mutually extended by and between the parties, on April 10, 2034.
2. For the period set forth in Paragraph No. 1 above, the Authority shall utilize the garage space at 1 Drake Lane and not be responsible for a monthly payment to the Commission.
3. For the period set forth in Paragraph No. 1 above, the Commission shall utilize the sewer and related services at no charge and will not be responsible for a monthly payment to the Authority.
4. The Authority shall be responsible for any repairs and/or maintenance of the interior garage space at 1 Drake Lane.
5. The parties agree to mutually cooperate with each other in order to resolve any and all minor issues that may arise as a result of this agreement.
6. The parties shall also indemnify and hold each other harmless from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), arising out of circumstances related to this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to

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Halm & Cipriani, P.A.  
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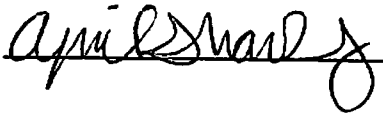
act on the part of either party or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of either party.

7. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.
8. This Agreement represents the entire agreement between the parties and may not be modified or amended, except by written agreement between the parties.
9. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written:

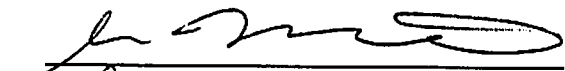
ATTEST:

SOUTH TOMS RIVER SEWERAGE  
AUTHORITY

  
\_\_\_\_\_  
GEORGE RUTZLER  
Chairman

ATTEST:

SOUTH TOMS RIVER RECREATION  
COMMISSION

  
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Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
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**RESOLUTION NO. 2024- 112**

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH  
TOMS RIVER, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, AUTHORIZING THE EXECUTION  
OF A LICENSED OPERATOR AGREEMENT WITH  
EDGEWOOD PROPERTIES, INC.**

**WHEREAS**, the Authority is a public body organized and existing pursuant to the provisions of the Sewerage Authorities Law (N.J.S.A. 40:14A-1, et seq.) exercising essential governmental functions to provide for the public health and welfare with all necessary powers to construct, operate, and maintain sewerage facilities for the relief of waters in and around the service area of the Authority and the Authority owns and operates a sewerage system for the collection of wastewater flows consisting of pipes, manholes and appurtenances located within the service area; and

**WHEREAS**, Edgewood Properties, Inc. is the owner of Lofts at South Toms River, located at 379 Dover Road, South Toms River, New Jersey; and

**WHEREAS**, Edgewood Properties, Inc.'s license operator unfortunately had his license lapse, and they have a need for a licensed operator to oversee the sewerage system for the Lofts at South Toms River on a temporary basis; and

**WHEREAS**, the Authority employs John Risk, who has the necessary licenses to assist and oversee the sewerage system at the Lofts at South Toms River; and

**WHEREAS**, the Authority is in a position to assist Edgewood and will do so until their employee comes into compliance with all necessary licensing requirements.

**WHEREAS**, it is the desire of the Commissioners of the Authority to authorize the execution of an agreement with Edgewood Properties, Inc.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey as follows:

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Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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1. That the governing body does hereby authorizes the entering of an agreement between the Authority and Edgewood Properties, Inc. to permit John Risk to act as licensed operator for Lofts at South Toms River. A copy of the agreement between the Authority and Edgewood Properties, Inc. is outlined in Schedule "A."

2. That the Commissioners are hereby authorized to approve an agreement with Edgewood Properties, Inc.

3. That this Agreement will permit the Lofts at South Toms River to remain on its current schedule.

4. That payment is to be received on the 1<sup>st</sup> of each month payable to the South Toms River Sewerage Authority.

5. Upon receipt of the monies from Edgewood Properties, Inc., Mr. Risk shall be paid in accordance with the Agreement.

6. That this resolution shall become effective immediately.

7. That a certified copy of this resolution, together with a copy of the shared service agreement shall be forwarded to Edgewood Properties, Inc. and the Auditor for the Authority.

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Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 8<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
**GEORGE RUTZLER, Chairman**  
South Toms River Sewerage Authority

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Rothstein, Mandell, Strohm,  
Haim & Cipriani, P.A.  
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**LICENSED OPERATOR AGREEMENT BETWEEN THE SOUTH TOMS RIVER SEWERAGE AUTHORITY AND EDGEWOOD PROPERTIES, INC. IN BOROUGH OF SOUTH TOMS RIVER, STATE OF NEW JERSEY, COUNTY OF OCEAN**

THIS AGREEMENT, made this 8<sup>th</sup> day of MON, 2024, between the SOUTH TOMS RIVER SEWERAGE AUTHORITY, a body politic and corporate of the State of New Jersey, in the County of Ocean, with offices at 19 Double Trouble Road, Borough of South Toms River, New Jersey, 08757 (hereinafter referred to as "Authority"), and EDGEWOOD PROPERTIES, INC., with offices at 2901 Hamilton Boulevard, South Plainfield, New Jersey 07080 (hereinafter referred to as the "Edgewood");

WHEREAS, the Authority is a public body organized and existing pursuant to the provisions of the Sewerage Authorities Law (N.J.S.A. 40:14A-1, et seq.) exercising essential governmental functions to provide for the public health and welfare with all necessary powers to construct, operate, and maintain sewerage facilities for the relief of waters in and around the service area of the Authority and the Authority owns and operates a sewerage system for the collection of wastewater flows consisting of pipes, manholes and appurtenances located within the service area; and

WHEREAS, Edgewood is the owner of Lofts at South Toms River, located at 379 Dover Road, South Toms River, New Jersey; and

WHEREAS, Edgewood's license operator unfortunately had his license lapse, and they have a need for a licensed operator to oversee the sewerage system for the Lofts at South Toms River on a temporary basis; and

WHEREAS, the Authority employs John Risk, who has the necessary licenses to assist and oversee the sewerage system at the Lofts at South Toms River; and

WHEREAS, the Authority is in a position to assist Edgewood and will do so until their employee comes into compliance with all necessary licensing requirements.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the Authority and Edgewood do hereby agree as follows:

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Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

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1. The parties hereby agree to enter into a Licensed Operator Agreement. This Agreement shall expire, unless mutually extended by and between the parties, on May 8, 2025.
2. For the period set forth in Paragraph No. 1 above, Edgewood shall utilize John Risk as a licensed operator for its sewerage system.
3. This Agreement can be nullified on notice of (7) days or as soon as practicable after Edgewood's employee's license is up to date.
4. The Authority shall be reimbursed at a cost of \$1,900.00 per month. Mr. Risk shall be paid for his services in the amount of \$950.00 per month. Once Edgewood notifies the Authority they no longer need Mr. Risk's services, if it is in the middle of a month, the charge can be pro-rated, and there will be no need to pay the entire month.
5. The parties agree to mutually cooperate with each other in order to resolve any and all minor issues that may arise as a result of this agreement.
6. The parties shall also indemnify and hold each other harmless from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), arising out of circumstances related to this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of either party or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of either party.
7. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.

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Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

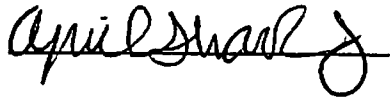
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8. This Agreement represents the entire agreement between the parties and may not be modified or amended, except by written agreement between the parties.
9. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
10. Once Mr. Risk's services are no longer needed, Edgewood must put a request to end the Agreement in writing to the Authority. This can be done via e-mail or formal letter.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written:

ATTEST:



SOUTH TOMS RIVER SEWERAGE  
AUTHORITY

  
\_\_\_\_\_  
GEORGE RUTZLER  
Chairman

ATTEST:

\_\_\_\_\_

EDGEWOOD PROPERTIES, INC.

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Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
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**RESOLUTION NO. 2024 - 113**

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH  
TOMS RIVER, COUNTY OF OCEAN, STATE OF NEW  
JERSEY, AUTHORIZING APPROVAL OF  
AMENDMENT TO THE STANDARD OPERATING  
PROCEDURES FOR THE AUTHORITY**

**WHEREAS**, the South Toms River Sewerage Authority (hereinafter "Authority") held a public meeting to discuss the Standard Operating Procedures (hereinafter "SOPs") with regards to health insurance for its employees; and

**WHEREAS**, it is in the best interest of the Authority to amend the SOPs for the smooth operation of the authority, specifically adding Section 19.6A;

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey, as follows:

1. The Authority shall amend its Standard Operating Procedures to include changes to Section 19 by adding Section 19.6A.
2. That this resolution shall become effective immediately.
3. That a copy of the amended SOPs will be listed on the Authority website.

**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 14<sup>th</sup> day of August 2024.

  
**GEORGE RUTZLER**, Chairman  
South Toms River Sewerage Authority

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Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
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**RESOLUTION NO. 2024- 114**

**AMENDMENT OF THE 2025 BUDGET OF  
THE SOUTH TOMS RIVER SEWERAGE  
AUTHORITY**

**WHEREAS**, the South Toms River Sewerage Authority (hereinafter "Authority") introduced their budget for the year 2025 on October 9, 2024; and,

**WHEREAS**, when the 2025 Budget was created, there was an anticipated deficit budgeted; and

**WHEREAS**, the Accountant for the Authority has crafted a necessary change in the budget; and

**WHEREAS**, the Authority finds its necessary to amend and supplement the 2025 Authority Budget.

**NOW, THEREFORE, BE IT RESOLVED**, the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey, as follows:

1. The unrestricted fund balance of \$57,118.00 is being utilized to balance the budget rather than budgeting a deficit, as was previously listed in the budget that was introduced on October 9, 2024.
2. That a certified copy of this resolution shall be forwarded to the Auditor and Accountant for the Authority.

**BE IT FURTHER RESOLVED** that a copy of this resolution accompanies the Budget to be sent to the Director of Local Government Services.

Date: 11-13-24

  
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Marianne Grasso, Secretary

Governing Body Vote

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
George Rutzler, Chairman	/			
Joseph Jubert, Vice Chairman	/			
Marianne Grasso, Secretary	/			
Kayla Rolzhausen, Treasurer	/			
Jason Glogolich, Vice Treasurer	/			

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stein, Mandell, Strohm,  
lalm & Cipriani, P.A.  
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Resolution NO. 2024-115

## 2025 ADOPTED BUDGET RESOLUTION

South Toms River Sewerage Authority

**FISCAL YEAR: January 01, 2025 to December 31, 2025**

WHEREAS, the Annual Budget and Capital Budget/Program for the South Toms River Sewerage Authority for the fiscal year beginning January 01, 2025 and ending December 31, 2025 has been presented for adoption before the governing body of the South Toms River Sewerage Authority at its open public meeting of November 13, 2024; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget presented for adoption reflects Total Revenues of \$659,965.00, Total Appropriations, including any Accumulated Deficit, if any, of \$752,887.00, and Total Unrestricted Net Position utilized of \$92,922.00; and

WHEREAS, the Capital Budget as presented for adoption reflect Total Capital Appropriations of \$150,000.00 and Total Unrestricted Net Position Utilized of \$150,000.00; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the South Toms River Sewerage Authority at an open public meeting held on November 13, 2024 that the Annual Budget and Capital Budget/Program of the South Toms River Sewerage Authority for the fiscal year beginning January 01, 2025 and ending December 31, 2025 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

Marianne Grasso  
(Secretary's Signature)

11/13/24  
(Date)

**Governing Body Recorded Vote**

Member	Aye	Nay	Abstain	Absent
George Rutzler	/			
Joseph Jubert	/			
Marianne Grasso	/			
Kayla Rolzhausen	/			
Jason Glogolich	/			
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**RESOLUTION NO. 2024-116**

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH  
TOMS RIVER, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, RAISING RATES \$4.00 PER  
QUARTER FOR SEWERAGE IN THE BOROUGH OF  
SOUTH TOMS RIVER**

**WHEREAS**, it is necessary for the South Toms River Sewerage Authority to raise rates to deal with rising costs from the Ocean County Utilities Authority and rising costs in general; and

**WHEREAS**, the rates of the Sewerage Authority have not risen since November 9, 2022; and

**WHEREAS**, a Rate Hearing was held on November 13, 2024 wherein it was determined that to meet these rising costs, a \$4.00 (one dollar) increase per quarter per household would meet the rising costs of the Sewerage Authority;

**NOW THEREFORE, BE IT RESOLVED**, that the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey, as follows:

1. That a \$4.00 increase per quarter, per household, will be implemented starting in the first quarter of 2025.

2. That a certified copy of this resolution shall be forwarded to the Borough Clerk and displayed in the hallway of the offices of the South Toms River Sewerage Authority.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 13th day of November, 2024.



---

George Rutzler, Chairman  
South Toms River Sewerage Authority

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
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**RESOLUTION NO. 2024- 117**

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH  
TOMS RIVER, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, AUTHORIZING A STIPEND FOR  
JOHN RISK, MAINTENANCE SUPERVISOR FOR  
THE SOUTH TOMS RIVER SEWERAGE  
AUTHORITY, FOR THE YEAR 2025 AND  
AUTHORIZING THE EXECUTION OF AN  
AGREEMENT**

**WHEREAS**, John Risk serves as the South Toms River Sewerage Authority in the capacity of Maintenance Supervisor; and

**WHEREAS**, it is the desire of the governing body to authorize a stipend in the amount of \$65.00 per month for Mr. Risk as Maintenance Supervisor for the year 2025 in accordance with the terms set forth in the Agreement attached hereto as "Schedule A.

**NOW THEREFORE, BE IT RESOLVED**, that the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey, as follows:

1. Commissioners do hereby authorize John Risk to be compensated for his cell phone usage by stipend in the amount of \$65.00 per month for the year 2025.
2. That the Chairman is authorized to execute and the Secretary or designated representative to attest to the Agreement attached hereto as "Schedule A."
3. That a certified copy of this resolution shall be forwarded to the Treasurer and John Risk.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 11<sup>th</sup> day of December, 2024.

  
\_\_\_\_\_  
**George Rutzler, Chairman**  
**South Toms River Sewerage Authority**

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
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Toms River, NJ 08753

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**RESOLUTION NO. 2024-118**

**RESOLUTION OF THE SOUTH TOMS RIVER  
SEWERAGE AUTHORITY, BOROUGH OF SOUTH  
TOMS RIVER, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, ESTABLISHING MEETING DATES  
FOR THE YEAR 2025**

**WHEREAS**, it is the desire of the Commissioners of the South Toms River Sewerage Authority to approve the schedule of the Sewerage Authority meetings for the calendar year 2025; and

**WHEREAS**, it is the desire of the Commissioners of the South Toms River Sewerage Authority to move meetings from the second Wednesday of the month to the fourth Wednesday of the month to accommodate schedules of the Commissioners; and

**WHEREAS**, the notice of meeting dates will be published in the official newspaper established herein.

**NOW THEREFORE, BE IT RESOLVED**, that the Commissioners of the South Toms River Sewerage Authority, Borough of South Toms River, County of Ocean, State of New Jersey, as follows:

1. That pursuant to the provisions of N.J.S.A. 10:4-6 et seq., the Commissioners do hereby designate the following dates for the 2025 meetings of the South Toms River Sewerage Authority, unless otherwise modified by the Sewerage Authority, for the months of January 2025 through December 2025, inclusive. Meetings are scheduled to begin at 7 p.m. Formal action may be taken at these meetings. Unless otherwise stated, meetings will occur on the fourth Wednesday of each month.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
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2. In November and December, the meeting of the Authority will be held on the third Wednesday of the month due to the Thanksgiving and Christmas Holidays, respectively.

**SCHEDULE OF 2025 REGULAR MEETING DATES**

January 22, 2025	July 23, 2025
February 26, 2025	August 27, 2025
March 26, 2025	September 24, 2025
April 23, 2025	October 22, 2025
May 28, 2025	November 19, 2025 *rate hearing*
June 25, 2025	December 17, 2025

2. All meetings shall be held at the South Toms River Municipal Building, 19 Double Trouble Road, Toms River, New Jersey 08757 Toms River, New Jersey and a copy of this resolution shall be posted and maintained throughout the year on a bulletin board outside the Authority offices, front entrance, 19 Double Trouble Road, Toms River, New Jersey.

3. Executive sessions may be held prior to meetings or after the public portion has completed.

4. A copy of this resolution shall be forwarded to the following newspaper, with said meeting dates have been published as a public service:

Asbury Park Press

**r|m|s|h|c**


Rothstein, Mandoli, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

9B East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

**CERTIFICATION**

I, **GEORGE RUTZLER**, Chairman of the South Toms River Sewerage Authority, County of Ocean, State of New Jersey, do hereby certify the foregoing resolution was duly adopted by the governing body at a regular meeting held on the 11<sup>th</sup> day of December, 2024.

  
\_\_\_\_\_  
**George Rutzler, Chairman**  
**South Toms River Sewerage Authority**

**r|m|s|h|c**

**Rothenstein, Mandell, Strohm,  
Halm & Cipriani, P.A.**  
ATTORNEYS AT LAW

**98 East Water Street  
Toms River, NJ 08753**

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f: 732.905.6555**