RESOLUTION NO. 2025 - 101

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, 2025; and

WHEREAS, Ms. Sharkey has agreed to the raise and will continue her duties as Board Clerk.

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, 2025, April Sharkey was given a $2,000.00 per year raise to bring her yearly salary to $42,000.00

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 Any and all resolutions inconsistent with this resolution are hereby repealed to the extent of such inconsistencies.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
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 **22nd** day of **January 2025.**

GEORGE RUTZLER, Chairman
South Toms River Sewerage Authority

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RESOLUTION NO. 2025 - 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 $3,000 per year raise retroactive to January 1, 2025; 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, 2025, Joni Fraas was given a $3,000.00 raise to bring her salary to $65,597.00

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 Any and all resolutions inconsistent with this resolution are hereby repealed to the extent of such inconsistencies.

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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 **22nd** day of **January 2025.**

GEORGE RUTZLER, Chairman
South Toms River Sewerage Authority

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RESOLUTION NO. 2025- 103

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:

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1. That the governing body hereby authorizes the entering of a shared services agreement between the Authority and the Utilities Authority for potential use of equipment, resources, and services for February 2025 through January 2026. 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.

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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 **26th** day of **February 2025.**

GEORGE RUTZLER
South Toms River Sewerage Authority

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RESOLUTION NO. 2025 - 104

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, P.C. 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 maximum amount of the contract to be awarded under this resolution is as set forth in the 2025 Authority budget for auditing 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 Holman Frenia Allison, P.C. to perform its auditing services and to authorize execution of a contract with Holman and Frenia for such services.

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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 Holman Frenia Allison, P.C. is hereby appointed registered Municipal Auditor to serve the Authority for the year 2025, 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 Holman Frenia Allison, P.C. for a term not to exceed one (1) year, commencing on February 1, 2025, and terminating on January 31, 2026.

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).

5. That this resolution shall take effect February 1, 2025.

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).

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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 **26th** day of **February 2025.**

GEORGE RUTZLER, Chairman
South Toms River Sewerage Authority

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 20th day of **February 2025**

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, 2025, and ending January 31, 2026.

2. The Auditor proposes to audit the balance sheet of the Authority as of December 31, 2025, 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.

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

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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 cases, accounts 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

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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, 2025, would be $21,000. 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, 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 2025, through January 2026, at the rate of $750.00 per month with a balance of $12,000.00 billed upon acceptance of the audit report by the Commissioners.

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

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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 2025 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 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

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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 contractor 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 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.

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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

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RESOLUTION NO. 2025 - 105

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 2025 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.

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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 Koerner and Koerner is hereby appointed as Municipal Accountant for the Authority for the year 2025, and shall be compensated at the following hourly rates for said services:

Accountant	–	Director
$180.00		
Accountant	–	Senior
$150.00		
Clerical	$85.00	

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, 2025, and terminating on January 31, 2026.

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.

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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).

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 **26th** day of **February 2025.**

GEORGE RUTZLER, Chairman
South Toms River Sewerage Authority

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Halm & Cipriani, P.A.
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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 26th day of **February 2025**

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, 2025 and ending January 31, 2026.

2. The Accountant proposes to provide accounting services to the Authority as of February 1, 2025.

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.

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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, 2025, through January 31, 2026.

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 2025 as amended and supplemented. Accounting firm's rate schedule is as follows:

HOURLY RATES:

Accountant - Director	$180.00
Accountant - Senior	$150.00
Clerical	$85.00

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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

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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

Witness
(Seal)

Witness

SOUTH TOMS RIVER SEWERAGE AUTHORITY

By
Chairman, George Rutzler

KOERNER & KOENER

By

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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

RESOLUTION NO. 2025 - 106

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 2025 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

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firm 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, 2025 and ending January 31, 2026. 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 2025. 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).

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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 **26th** day of **February 2025.**

GEORGE RUTZLER, Chairman
South Toms River Sewerage Authority

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 26th day of **February 2025**

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, 2025 and ending January 31, 2026.

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 matter and unanticipated 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.

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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. 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.

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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

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 contractor 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

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$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

Witness

SOUTH TOMS RIVER SEWERAGE AUTHORITY

By_____
Chairman

ROTHSTEIN, MANDELL, STROHM, HALM & CIPRIANI

By_____
Michael S. Nagurka, Esq.

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RESOLUTION NO. 2025 - 107

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 2025 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:

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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, 2025, and terminating on January 31, 2026.

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, 2025.

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 **26th** day of **February 2025.**

GEORGE RUTZLER, Chairman
South Toms River Sewerage Authority

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 20th day of **February 2025**

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, 2025 and ending January 31, 2026.

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

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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 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, 2026, 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

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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" 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 contractor 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

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RESOLUTION NO. 2025 - 108

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 2025 through the end of January 2026.

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.

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RESOLUTION NO. 2025 - 109

RESOLUTION OF THE SOUTH TOMS RIVER SEWERAGE AUTHORITY, BOROUGH OF SOUTH TOMS RIVER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AWARDING 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 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 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.

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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 **26th** day of **February 2025.**

GEORGE RUTZLER, Chairman
South Toms River Sewerage Authority

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RESOLUTION NO. 2025 - 110

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 $2,495.00;

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 $2,495.00.

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, 2024 through November 19, 2025.

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.

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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 **26th** day of **February 2025.**

GEORGE RUTZLER, Chairman
South Toms River Sewerage Authority

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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 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, 2026, 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

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EMPLOYMENT AGREEMENT

THIS AGREEMENT dated the 23rd day of **April, 2025**

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" or "Employer");

AND: **DONNA KURYLA**, who resides at 22-B Hancock Drive, located in Whiting, New Jersey, 08759 (hereinafter referred to as "Clerk" or "Employee")

W I T N E S S E T H :

For and in consideration of the compensation hereinafter mentioned to be made by the South Toms River Sewerage Authority, Ms. Donna Kuryla agrees to act as Clerk for the South Toms River Sewerage Authority on a part-time basis and to carry out, to the best of her ability, all duties reasonably imposed upon her by the Ordinances and Standard Operating Procedures of the South Toms River Sewerage Authority, Statutes of the State of New Jersey, and such other duties as the Chairman and Commissioners shall, from time to time, require of her.

IT IS FURTHER AGREED that their agreement shall be subject to the following terms and conditions:

ARTICLE I
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from April 23, 2025, through April 1, 2026. Employee shall work part-time for approximately twenty to thirty hours per week approximately three to four weeks a year or as needed, upon agreement between the parties. The agreement may be extended by mutual agreement of the parties in writing.

ARTICLE II
MANAGEMENT RIGHTS

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The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by law and the Constitutions of the State of New Jersey and the United States, except as may be specifically modified by this Agreement.

ARTICLE III
DUTIES AND RESPONSIBILITIES

The position of Clerk requires Employee to act in accordance with the Standard Operating Procedures of the South Toms River Sewerage Authority.

ARTICLE IV
SALARY AND DUTIES

For the term of the Agreement, the Employee shall receive $ 18 per hour. It is specifically agreed that the employee is an exempt employee.

ARTICLE V
PAID LEAVE, MEDICAL BENEFITS AND OTHER FRINGE BENEFITS

The Employee shall not receive leave, medical benefits or holidays. The employee shall receive sick time as required by the NJ Earned Sick Leave Act.

ARTICLE VI
SAVINGS CLAUSE

If any section, clause, portion or article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be illegal, such section, clause, portion or article may and shall continue in full force and effect absent the portion found to be illegal or unconstitutional.

ARTICLE VII
EMPLOYEE'S RIGHTS AND PRIVILEGES

Nothing contained herein shall be construed to deny or restrict Employee's rights and privileges pursuant to any other applicable State laws or regulations. The rights granted to the Employee hereunder shall be deemed in addition to those mandated by law.

WITNESS & ATTEST

SOUTH TOMS RIVER SEWERAGE AUTHORITY

r|m|s|h|c
Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.
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April Sharly
Witness
(Seal)

By
Chairman

April Sharly
Witness

By Donna Kuryla
DONNA KURYLA

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RESOLUTION NO. 2025- 111

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 2026 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 2026 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 2026.

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.

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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 17th day of December, 2025.

George Rutzler, Chairman
South Toms River Sewerage Authority

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RESOLUTION NO. 2025- 112

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 2026

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 2026; 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 2026 meetings of the South Toms River Sewerage Authority, unless otherwise modified by the Sewerage Authority, for the months of January 2026 through December 2026, 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.

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 28, 2026	July 22, 2026
February 25, 2026	August 26, 2026

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March 25, 2026	September 23, 2026
April 22, 2026	October 28, 2026
May 27, 2026	November 18, 2026 ***rate hearing***
June 24, 2026	December 16, 2026

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

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CERTIFICATION

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George Rutzler, Chairman
South Toms River Sewerage Authority

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