



The Borough of Sayreville
Municipal Clerk's Office

167 Main Street
Sayreville, NJ 08872
Tel: 732-390-7020 • Fax: 732-390-0509

June 17, 2025

IT Trends Media
opra+request-77242-b250993a@requests.opramachine.com

Re: Request for Access to Public Records

Greetings:

As requested pursuant to the Open Public Records Act enclosed is the response from the Borough of Sayreville Clerks Office.

If I can be of any further assistance, please do not hesitate to call my office.

Very truly yours,


Jessica Morelos, RMC
Municipal Clerk

JM/jo

RESOLUTION #2021-261
RESOLUTION AUTHORIZING THE AWARD
OF A NON-FAIR AND OPEN CONTRACT

WHEREAS, the Borough of Sayreville has a need to acquire network and application maintenance services through a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A- 20.5* and,

WHEREAS, *N.J.S.A. 40A:11-5* provides exceptions to the public bidding of certain contracts, specifically *N.J.S.A. 40A:11-5(dd)* the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the acquisition will exceed \$40,000; and,

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, TK1 Solutions has indicated they will provide the necessary services for the Borough of Sayreville; and

WHEREAS, TK1 Solutions has completed and submitted a Business Entity Disclosure Certification which certifies TK1 Solutions that has not made any reportable contributions to a political or candidate committee in the Borough of Sayreville in the previous one year, and that the contract will prohibit TK1 Solutions from making any reportable contributions through the term of the contract, and

WHEREAS, Certification as to the Availability of Funds is annexed hereto

NOW THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Sayreville authorizes the Purchasing Agent to enter into a contract with TK1 Solutions as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

/s/ Donna Roberts, Councilwoman
(Admin. & Finance Committee)

Reviewed by the Borough Attorney and is approved as to form and the Resolution satisfies all of the legal requirements for the Mayor's signature.

/s/ Michael R. DuPont, Borough Attorney

ATTEST:

BOROUGH OF SAYREVILLE

/s/ Jessica Morelos, RMC
Municipal Clerk

/s/ Victoria Kilpatrick, Mayor
Mayor

	Conti	Dalina	Enriquez	Maher	Novak	Roberts
Ayes	X	X	X	X	X	X
Nays						
Abstain						
Absent						

I, Jessica Morelos, RMC, Municipal Clerk of the Borough of Sayreville do hereby certify that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Mayor and Borough Council held on the 12th day of October, 2021.


Municipal Clerk

2-54A - REGULATIONS ON CONTRIBUTIONS.

2-54A.1 Prohibition on Awarding Public Contracts to Certain Contributors.

a.

To the extent that it is not inconsistent with State or Federal law, the Borough of Sayreville (the "Borough") and any of its purchasing agents, departments, and instrumentalities as the case may be, shall not enter into any agreement or otherwise contract to procure services from any professional business entity or procure services or goods from any vendor, if such professional business entity or vendor has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to: (1) a campaign committee of any Borough candidate or holder of public office having ultimate responsibility for the award of a contract; (2) to any Borough or Middlesex County party committee; or (3) to any political action committee (PAC) that is organized for the purpose of promoting or supporting Borough municipal candidates or municipal officeholders, in excess of the thresholds specified in paragraph d. of this subsection within one (1) calendar year immediately preceding the date of the contract or agreement.

b.

No professional business entity or vendor who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the Borough or any departments thereof, for the rendition of professional services, or goods and services, as the case may be, shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions, to: (1) any Borough candidate or holder of public office having ultimate responsibility for the award of a contract; or (2) to any Borough or Middlesex County party committee; or (3) to any PAC that is organized for the purpose of promoting or supporting Borough municipal candidates or municipal officer holders, between the time of first communication between that professional business entity or vendor and the Borough regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations, rejection or acceptance of any proposal.

For the purposes of this section, a professional business entity shall also include any contractor and/or redeveloper as that term is defined under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., that seeks to enter into any contract whatsoever with the Borough of Sayreville or any entity, agency or public authority created by the Borough of Sayreville under the laws of the State of New Jersey as may be revised and amended. The proscriptions set forth hereunder shall also apply to any professional, consultant or lobbyist contracted and/or employed by any contractor and/or redeveloper, for the purpose of rendering and/or performing any services, or providing any goods that may arise under any aspect of a contract and/or redevelopment agreement, including any lobbying of government officials that may precede or arise from any contract or redevelopment agreement and/or any anticipated contract or redevelopment agreement as set forth in subsection 2-54A.8 of this section. No professional business entity as defined in this subsection shall make any contribution in contravention of this section between the time that the property that is the subject of the redevelopment project has been included in a memorializing resolution adopted by the Borough of Sayreville directing the Planning Board to conduct a preliminary investigation to determine if the site is in need of redevelopment in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., and the date of entering the redevelopment agreement, or the twelve (12) months prior to entering into the redevelopment agreement, whichever period is shorter.

c.

For purposes of this section, a "professional business entity" and a "vendor" seeking a public contract means an individual, including the individual's spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a business entity and vendor includes all principals who own ten (10%) percent or more of the equity in the

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corporation or business trust, partners and officers in the aggregate employed by the entity or vendor, as well as any subsidiaries directly controlled by the business entity or vendor.

d.

Any individual meeting the definition of "professional business entity" or "vendor" under this section may annually contribute a maximum of two thousand six hundred (\$2,600.00) dollars each for any purpose to any candidate, for mayor or council, or seven thousand two hundred (\$7,200.00) dollars to the Sayreville Borough or Middlesex County party committee or to a PAC referenced in this section, without violating paragraph a. of this subsection.

e.

For purposes of this section, all prohibitions and limitations on contributions to a "Borough candidate or holder of public office having ultimate responsibility for the award of a contract" shall be applicable, in the case of dual officeholding, to contributions to or for the benefit of the dual officeholder regardless of office.

f.

For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:

1. The Borough of Sayreville Council, if the contract requires approval or appropriation from the Council;
2. The Mayor of the Borough of Sayreville, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

(Ord. 967-06, S 1)

(Ord. No. 241-13, 12-16-2013; Ord. No. 261-14, 6-9-2014)

2-54A.2 Contributions Made Prior to the Effective Date. No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity or vendor to any Sayreville Borough candidate for Mayor or Council, or Sayreville Borough or Middlesex County party committee or PAC referenced in this section shall be deemed a violation of this section, nor shall an agreement for property, goods or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity or vendor prior to the effective date of the ordinance codified in this section.

(Ord. 967-06, S 2)

2-54A.3 Contribution Statement by Professional Business Entity and Vendor.

a.

Prior to awarding any contract or agreement to procure services with any professional business entity and any contract or agreement to procure goods and services from a vendor, the Borough or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the professional business entity or vendor, made under penalty of perjury, that the professional business entity or vendor has not made a contribution in violation of subsection 2-54A.1 of this section.

b.

The professional business entity and vendor shall have a continuing duty to report any violations of this section that may occur during the negotiation, proposal process or duration of a contract. The certification required under this subsection shall be made prior to entry into the contract or agreement with the Borough of Sayreville, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

(Ord. 967-06, S 3)

2-54A.4 Return of Excess Contributions—Professional Business Entity, Vendor, Borough Candidate or PAC. A professional business entity, vendor, or Borough candidate or officeholder, or Borough or Middlesex County party committee or PAC referenced in this section, may cure a violation of subsection 2-54A.1 of this section, if, within thirty (30) days after a cited violation hereunder, the professional business entity or vendor notifies the Borough Council in writing and seeks and receives reimbursement of the contribution from the relevant Borough candidate or officeholder, Borough or Middlesex County political party or PAC referenced in this section.

(Ord. 967-06, § 4)

2-54A.5 Limitation on Employee Contributions.

a.

To the extent that it is not inconsistent with State or Federal law, no Borough employee shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions, to: (1) any Borough candidate or holder of public office; (2) to any Borough or Middlesex County party committee; or (3) to any PAC that is organized for the purpose of promoting or supporting Borough municipal candidates or municipal officeholders, in excess of the thresholds specified in subsection 2-54A.1.d. of this section.

(Ord. 967-06, § 5)

2-54A REGULATIONS ON POLITICAL CONTRIBUTIONS

Part 1 – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify TKI Solutions, LLC (name of business) in the one year period preceding the award of contract, and will not make any contributions in violation of Section 2-54A of the Sayreville General Revised Code that would bar the award of this contract to any of the following named candidate committees; joint candidates committees; or political party committees representing the elected officials of the Borough of Sayreville, New Jersey, or to any Middlesex County party committee or any political action committee that is organized for the purpose of promoting or supporting Borough municipal candidates or municipal officeholder, as set forth in Section 2-54A of the Sayreville General Revised Code:

Victoria Kilpatrick, Mayor	Middlesex County Republican Organization
Kevin Dalina, Council President	Middlesex County Democratic Organization
Darnon Enriquez, Councilman	Sayreville Democratic Municipal Committee
Vincent Conn, Councilman	Sayreville Republican Municipal Committee
Mary Novak, Councilwoman	
Donna Roberts, Councilwoman	

Any other committees, whether or not named above, as may be prohibited by Section 2-54A of the Sayreville General Revised Code

Part 2 – 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: TKI Solutions, LLC

Signature of Affiant: _____ Title: Managing Member

Printed Name of Affiant: Tele Koukourdelis Date: 9/10/21

Subscribed and sworn before me this _____ day of _____, 2021.

(Witnessed or attested by)

My Commission expires _____

Seal:

RYAN C. MCNAMARA
NOTARY PUBLIC OF NEW JERSEY
Comm # 50113459
My Commission Expires Sept. 24, 2024



TK1 NETWORK INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on _____, binding TK1 Solutions, LLC ("TK1"), with its principal place of business located at 298 Main Street, Suite 2A, Woodbridge, NJ, 07095 and the Borough of Sayreville ("Client"), with its principal place of business located at 167 Main Street, Sayreville, NJ 08872 and shall be effective as of _____ (the "Effective Date").

RECITALS

WHEREAS, TK1 is engaged in the business of providing services involving the design, installation and maintenance of computer networks; WHEREAS, Client desires to retain TK1 to perform the services set forth in this agreement. NOW, THEREFORE, TK1 and Client agree as follows:

1. **Scope of Services:** TK1 will perform such infrastructure development, network maintenance and support services as are set forth in Addendum A.
2. **Price and Payment:** Client will pay TK1 for the Network Services at the price and on the terms set forth in Exhibit A. The price set forth in this Agreement does not include any sales, use, service, or similar taxes that may be payable by reason of the provision of the Network Services, and Client will pay all such taxes which may become due in connection with the Services.
3. **Term and Termination:** Unless terminated as provided herein, this Agreement will extend for a period of twelve months and will automatically renew from year to year thereafter. TK1 may terminate this Agreement without cause upon thirty (30) days written notice, and Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination by either party without cause, Client will pay TK1 for all of the Services performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.
4. **Obligations of Client**
 - a. Client will immediately notify TK1 upon learning of any significant problem with the performance of the network.
 - b. Client will cooperate with TK1 in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time.
 - c. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network.
 - d. Client will be solely responsible for performing the day-to-day tasks associated with creating archival or backup copies of data stored on the network servers and/or on the hard drives of individual workstations.
 - e. Client will notify TK1 within a commercially reasonable time regarding any change in the identity of client's Network Administrator.
5. **Confidential Information**
 - a. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by TK1 and will not be disclosed or used by TK1 except to the extent that such disclosure or use is reasonably necessary to the performance of TK1's Work.
 - b. All information relating to TK1 that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.
 - c. These obligations of confidentiality will extend for a period of 2 Years after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.
 - d. All media on which any Confidential information may be recorded or located, including, without limitation, documents, computer files, program source codes, samples, photocopies, photographs, drawings, descriptions, reproductions, and other storage facilities (collectively "Documentation") made by TK1 or that come into TK1's possession by reason of TK1's relationship hereunder with Client and all Related Entities are the property of the Client and shall be returned to Client by TK1 upon termination of this Agreement. TK1 shall not deliver, reproduce, or in any way allow any Documentation to be delivered or used by any third party without the prior written consent of the Client.
6. **Warranty and Disclaimer:** Client acknowledges that no computer system or software can be made completely stable or secure, and that TK1 cannot guarantee the stability, safety or security of client's network or data. TK1 warrants that the Network Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Network Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. **Limitation of Liability:** In no event will TK1 be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Network Services, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. In no event will TK1 be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of TK1 for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of TK1, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to TK1 for the Network Services during the twelve (12) month period preceding the date the claim arises.
8. **Indemnification:** Client will indemnify and hold TK1 harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by TK1 therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.
9. **Relation of Parties:** The performance by TK1 of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between TK1 and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.
10. **Employee Solicitation/Hiring:** During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.
11. **Non-assignment:** Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.
12. **Arbitration:** Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of New Jersey. The arbitration will be held in New Jersey. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.
13. **Attorneys' Fees:** If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.
14. **Severability:** If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
15. **Force Majeure:** Neither party shall be liable for any failure to perform obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, any mechanical, electronic or communications failure, or other cause beyond such party's reasonable control, excluding failure caused by a party's financial condition or negligence.
16. **No Waiver:** The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.
17. **Entire Agreement:** This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties understand and executed this Agreement by their duly authorized representatives as of the date first set forth above.

Party TK1 Solutions, LLC	Party
Signature	Signature
Name Telemahos Koukourdelis	Name
Title Managing Member	Title

1.0 Pricing

1.1 Standard Hourly Rates

Service	Rate (per resource/per hour) ¹
Maintenance and Technical Support	See addendum A
Installation and Setup	See addendum A
Design and Professional Services	See addendum A

¹A minimum of 1.0 hours will apply per onsite support. A minimum of .5 hours will apply for remote support.

Hardware, Software, Cabling and other non hourly items will be billed separately to Customer.

- 1.2 Monthly Maintenance Plans:** As an alternative to Hourly Pricing, TK1 will provide Monitoring and/or Maintenance services for a flat monthly fee. The monthly fee will include monitoring and maintenance of agreed upon equipment with per hour rates for additional Design and Installation services. The monthly fee will be billed on the 1st day of the Month.

Monitoring & Maintenance Plans			
Monitoring Only		Per Hour	
Monitoring & Patch Management	See Addendum A	Per Hour	See addendum A

- 1.3 First Month Due at Signing:** The first month's Maintenance Fee is due upon signing of this agreement. The monthly fee will be evaluated every six months and adjusted accordingly to meet the needs of Customer.

- 1.4 Invoices & Payments:** Maintenance Fees, Hourly Charges, and Cabling will be invoiced on the first day of the month. Payment is due fifteen (15) days after date of invoice. Client may not withhold any amounts due hereunder and TK1 reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

- 1.5 Timing of Invoice:** Hardware, Software, and other non- hourly items will be invoiced at time of order. Payment is due at time of invoice

SUMMARY:	Hourly Plan Selected:	
	☒ Standard Amount : See Addendum A	
	Maintenance Plan Selected:	
	☐ Monitoring Only - Amount:	☐ Monitoring & Patch Mgt. - Amount : See Addendum A
	Prepayment Discount Selected:	
	☐ 6 Month Prepayment - 5% ☐ 12 Month Prepayment - 10%	
Client Name:	Signature:	Amount Invoice Monthly:

ADDENDUM A:

Maintenance and Support:

12 Month Term – October 2021 through September 2022– Total Fee - \$51,975.00

55 Hours Monthly @ \$78.75 per hour - \$4,331.25 monthly fee

A minimum of 55 hours required monthly. Additional hours to be charged at \$78.75 per hour (per the timeframes described below)

Call Center and Onsite Support

TK1 will provide the services detailed above to the Client. Support will be available during business hours – 8:00AM to 5:00PM, EST, Monday thru Friday. TK1 provides the flexibility of providing support via remote access and on-site methods. Standard response time for On-Site Support will be twenty-four (24) hours. In case of Emergency, TK1 offers a four (4) hour response time with a fifty percent (50%) premium on the hourly rate. Off-Hours support will be from 5:30PM to 8:30AM EST, Monday thru Friday, weekends and Federal Holidays. If onsite support is required during Off-Hours the Hourly Fee will at the 50% Premium on the hourly rate.

Premium hours need to be Pre-Authorized

Hardware & Software Installation: On-site installation of hardware and application software. This service includes PCs, file server, ethernet networks and other related equipment, devices and systems. Perform and/or oversee software and application installation and upgrades. Some specialty hardware and industry software may require custom pricing. This potential billing scenario will be discussed on a case-by-case basis.

Hardware & Software Troubleshooting: Troubleshoot networks, systems, and applications to identify and correct issues and other operational difficulties.

CUSTOMER SIGNATURE: _____	DATE: _____
NAME: _____	TITLE: _____

RESOLUTION #2020-205

BE IT RESOLVED that the proper Borough officials are hereby authorized to award a non-fair and open contract to TK1 Solutions, LLC, of Woodbridge, NJ for Proprietary Network and Application Services in an amount not to exceed \$49,500.00.

/s/Donna Roberts, Councilwoman
(Admin. & Finance Committee)

Reviewed by the Borough Attorney and is approved as to form and the Resolution satisfies all of the legal requirements for the Mayor's signature.

/s/Michael R. DuPont, Borough Attorney

ATTEST:

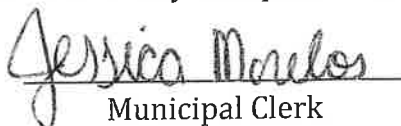
BOROUGH OF SAYREVILLE

/s/Jessica Morelos, RMC
Municipal Clerk

/s/Victoria Kilpatrick
Mayor

	Conti	Dalina	Enriquez	Maher	Novak	Roberts
Ayes	X	X	X	X	X	X
Nays						
Abstain						
Absent						

I, Jessica Morelos, RMC, Municipal Clerk of the Borough of Sayreville do hereby certify that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Mayor and Borough Council held on the 14th day of September, 2020.


Municipal Clerk

2-54A - REGULATIONS ON CONTRIBUTIONS.

2-54A.1 Prohibition on Awarding Public Contracts to Certain Contributors.

a.

To the extent that it is not inconsistent with State or Federal law, the Borough of Sayreville (the "Borough") and any of its purchasing agents, departments, and instrumentalities as the case may be, shall not enter into any agreement or otherwise contract to procure services from any professional business entity or procure services or goods from any vendor, if such professional business entity or vendor has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to: (1) a campaign committee of any Borough candidate or holder of public office having ultimate responsibility for the award of a contract; (2) to any Borough or Middlesex County party committee; or (3) to any political action committee (PAC) that is organized for the purpose of promoting or supporting Borough municipal candidates or municipal officeholders, in excess of the thresholds specified in paragraph d. of this subsection within one (1) calendar year immediately preceding the date of the contract or agreement.

b.

No professional business entity or vendor who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the Borough or any departments thereof, for the rendition of professional services, or goods and services, as the case may be, shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions, to: (1) any Borough candidate or holder of public office having ultimate responsibility for the award of a contract; or (2) to any Borough or Middlesex County party committee; or (3) to any PAC that is organized for the purpose of promoting or supporting Borough municipal candidates or municipal officer holders, between the time of first communication between that professional business entity or vendor and the Borough regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations, rejection or acceptance of any proposal.

For the purposes of this section, a professional business entity shall also include any contractor and/or redeveloper as that term is defined under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., that seeks to enter into any contract whatsoever with the Borough of Sayreville or any entity, agency or public authority created by the Borough of Sayreville under the laws of the State of New Jersey as may be revised and amended. The proscriptions set forth hereunder shall also apply to any professional, consultant or lobbyist contracted and/or employed by any contractor and/or redeveloper, for the purpose of rendering and/or performing any services, or providing any goods that may arise under any aspect of a contract and/or redevelopment agreement, including any lobbying of government officials that may precede or arise from any contract or redevelopment agreement and/or any anticipated contract or redevelopment agreement as set forth in subsection 2-54A.8 of this section. No professional business entity as defined in this subsection shall make any contribution in contravention of this section between the time that the property that is the subject of the redevelopment project has been included in a memorializing resolution adopted by the Borough of Sayreville directing the Planning Board to conduct a preliminary investigation to determine if the site is in need of redevelopment in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., and the date of entering the redevelopment agreement, or the twelve (12) months prior to entering into the redevelopment agreement, whichever period is shorter.

c.

For purposes of this section, a "professional business entity" and a "vendor" seeking a public contract means an individual, including the individual's spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a business entity and vendor includes all principals who own ten (10%) percent or more of the equity in the

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2-54A.4 Return of Excess Contributions—Professional Business Entity, Vendor, Borough Candidate or PAC. A professional business entity, vendor, or Borough candidate or officeholder, or Borough or Middlesex County party committee or PAC referenced in this section, may cure a violation of subsection 2-54A.1 of this section, if, within thirty (30) days after a cited violation hereunder, the professional business entity or vendor notifies the Borough Council in writing and seeks and receives reimbursement of the contribution from the relevant Borough candidate or officeholder, Borough or Middlesex County political party or PAC referenced in this section.

(Ord. 967-06, S 4)

2-54A.5 Limitation on Employee Contributions.

2.

To the extent that it is not inconsistent with State or Federal law, no Borough employee shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions, to: (1) any Borough candidate or holder of public office; (2) to any Borough or Middlesex County party committee; or (3) to any PAC that is organized for the purpose of promoting or supporting Borough municipal candidates or municipal officeholders, in excess of the thresholds specified in subsection 2-54A.1.d. of this section.

(Ord. 967-06, S 5)

2-54A REGULATIONS ON POLITICAL CONTRIBUTIONS

Part 1 – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify TK1 Solutions, LLC (name of business) in the one year period preceding the award of contract, and will not make any contributions in violation of Section 2-54A of the Sayreville General Revised Code that would bar the award of this contract to any of the following named candidate committees; joint candidates committees; or political party committees representing the elected officials of the Borough of Sayreville, New Jersey, or to any Middlesex County party committee or any political action committee that is organized for the purpose of promoting or supporting Borough municipal candidates or municipal officeholder, as set forth in Section 2-54A of the Sayreville General Revised Code:

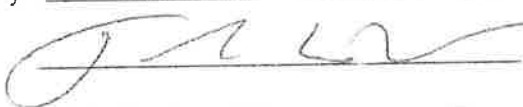
Victoria Kilpatrick, Mayor	Middlesex County Republican Organization
Mary Novak, Council President	Middlesex County Democratic Organization
Damon Enriquez, Councilman	Sayreville Democratic Municipal Committee
Vincent Conti, Councilman	Sayreville Republican Municipal Committee
Kevin, Dalina, Councilman	
Donna Roberts, Councilwoman	

Any other committees, whether or not named above, as may be prohibited by Section 2-54A of the Sayreville General Revised Code

Part 2 – 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: TK1 Solutions, LLC

Signature of Affiant: 

Title: Managing Member

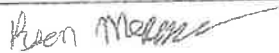
Printed Name of Affiant: Tele Koukourdelis Date: 8/3/2020

Subscribed and sworn before me this 3rd day of August, 2020.

Ryan McNamara
(Witnessed or attested by)

My Commission expires:

(Seal)


RYAN C. MCNAMARA
NOTARY PUBLIC OF NEW JERSEY
Comm # 50113459
My Commission Expires Sept. 24 2024

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

☐ Check here if the information is continued on subsequent page(s)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

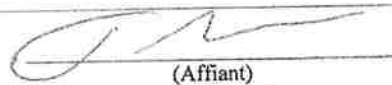
Stockholders:

Name: Tele Koukourdelis	Name:
Home Address: 93 James Street South River, NJ 08882	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 3rd day of August, 2020.

(Notary Public)

My Commission expires:



(Affiant)

Tele Koukourdelis member
(Print name & title of affiant)

(Corporate Seal)



RYAN C. MCNAMARA
NOTARY PUBLIC OF NEW JERSEY
Comm # 50113459
My Commission Expires Sept. 24 2024

RESOLUTION #2019-141

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR NETWORK AND APPLICATION MAINTENANCE SERVICES**

WHEREAS, the Borough of Sayreville has a need of network and application maintenance services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A- 20.5* and,

WHEREAS, the Purchasing Agent has determined and certified in writing that the value manufacturing the two catwalks with stairs will exceed \$19,000.00; and,

WHEREAS, the anticipated term of this contract is less than one year; and

WHEREAS, TK1 Solutions of Woodbridge, NJ as indicated they will provide the needed network and application maintenance services for the Borough of Sayreville; and

WHEREAS, TK1 Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Integrity Iron Works has not made any reportable contributions to a political or candidate committee in the Borough of Sayreville in the previous one year, and that the contract will prohibit TK1 Solutions from making any reportable contributions through the term of the contract, and

WHEREAS, Certification as to the Availability of Funds is annexed hereto

NOW THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Sayreville authorizes the Purchasing Agent to enter into a contract with TK1 Solutions as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

/s/ Dave McGill
Councilman
(Admin. & Zoning Committee)

Reviewed by the Borough Attorney and is approved as to form and the Resolution satisfies all of the legal requirements for the Mayor's signature.

/s/ Michael DuPont, Esq.
Borough Attorney

ATTEST:

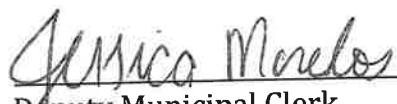
BOROUGH OF SAYREVILLE

/s/ Jessica Morelos, RMC
Deputy Municipal Clerk

/s/ Daniel Buchanan
Council President

	Buchanan	Dalina	Enriquez	Kilpatrick	McGill	Novak
Ayes	X	X	X	X	X	
Nays						
Abstain						
Absent						X

I, Jessica Morelos, RMC, Deputy Municipal Clerk of the Borough of Sayreville
do hereby certify that the foregoing is a true copy of a Resolution
adopted at a Regular Meeting of the Mayor and Borough Council
held on the 13th day of May 2019.


Deputy Municipal Clerk