

**PERTH AMBOY BUSINESS IMPROVEMENT CORPORATION, INC.  
CITY HALL  
260 High Street, Perth Amboy, NJ 08861  
(732) 442-6421**

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**PERTH AMBOY BUSINESS IMPROVEMENT CORPORATION, INC.  
PUBLIC MEETING**

Pursuant to the Open Public Meetings Act, please note that the Regular board meeting has been scheduled for the Perth Amboy Business Improvement Corporation to take place on **Tuesday, February 13, 2024 at 4:00 p.m.** at City Hall Council Chambers located at 260 High Street, Perth Amboy.

Notice of this meeting has been given to the Star-Ledger, the Home News Tribune, published on the City's website, PABIC board webpage, and provided to the City Clerk's office for public posting (bulletin board).

Public portion has been set for a maximum time of 5 minutes per speaker.

**AGENDA**

**I. Salute to the Flag**

**II. Roll Call**

<b>Name</b>	<b>Present</b>	<b>Absent</b>	<b>Excused</b>
<b>Hon. Helmin J. Caba, Mayor</b>			
<b>Sergio Diaz, Chairman</b>			
<b>Antonio Abreu, Vice- Chair</b>			
<b>Kaushik Patel, Treasurer</b>			
<b>Lisett Lebron, Secretary</b>			
<b>Milady Tejada, Council President</b>			
<b>James Snyder, Board Member</b>			

III. **Approval of Minutes** **January 30, 2024**

Motion \_\_\_\_\_  
Second \_\_\_\_\_

IV. **Approval of February Bill List** **Kaushik Patel, Treasurer**  
**\$23,222.54**

Motion \_\_\_\_\_  
Second \_\_\_\_\_

V. **Chairman's Report** **Sergio Diaz, Chairman**

- a. Revised Contract for Ospino Consulting Accounting Services
- b. Proposed Auditor Contract

VI. **Director's Report** **Noelia Colon, Executive Director**

- a. Review of Operating/Surplus Budgets

VII. **R-02-02/24- Authorizing an Executive/Closed Session at the February 13, 2024 meeting to discuss legal matters regarding certain governance issues and administration.**

**Motion to enter into Executive Session:**

Motion \_\_\_\_\_  
Second \_\_\_\_\_

**Motion to close to Executive Session:**

Motion \_\_\_\_\_  
Second \_\_\_\_\_

*Action is may be anticipated after Executive Session.*

VIII. **Committee Report**

None

IX. **Old Business:**

- a. Conflict of Interest Resolution
- b. Expense Policy Resolution

X. **New Business:**

None

XI. **Public Portion:**

**Motion to open the public portion:**

Motion \_\_\_\_\_

Second \_\_\_\_\_

**Motion to close the public portion:**

Motion \_\_\_\_\_  
Second \_\_\_\_\_

**XII. Adjourn:**

Motion \_\_\_\_\_  
Second \_\_\_\_\_

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Public portion has been set for a maximum time of 5 minutes per speaker.

**MINUTES**

**I. Salute to the Flag**

**II. Roll Call**

Name	Present	Absent	Excused
<b>Hon. Helmin J. Caba, Mayor</b>	x		
<b>Sergio Diaz, Chairman</b>	x		
<b>Antonio Abreu, Vice- Chair</b>			x
<b>Kaushik Patel, Treasurer</b>	x		
<b>Lisett Lebron, Secretary</b>	x		
<b>Milady Tejada, Council President</b>	x		
<b>James Snyder, Board Member</b>			x

III. **Approval of Minutes** **December 12, 2023**

*Motion*            *L. Lebron*  
*Second*           *Mayor Caba*  
All in Favor, *Abstention: M. Tejada*

IV. **Approval of Minutes (Board Election)** **December 19, 2023**

*Motion*            *L. Lebron*  
*Second*           *Mayor Caba*  
All in Favor, *Abstention: M. Tejada*

V. **Approval of January Bill List** **Kaushik Patel, Treasurer**  
**\$19,513.76**

*Motion*            *K. Patel*  
*Second*           *Mayor Caba*

*Roll Call:*        *Mayor Caba, Sergio Diaz, Kaushik Patel, Lisett Lebron and Milday Tejada*

VI. **Chairman's Report** **Sergio Diaz, Chairman**

- a. **Presentation of Awards to Former Board Members**  
*Chairman Diaz, Mayor Caba and new board recognized the service of three former board members, Iris Diaz, Asim Malik and Fausto Diaz.*
- b. **Council Representative – City Council Communication**  
*Chairman Diaz shared that the City of Perth Amboy, Clerk's Office provided an official communication that Council President Milady Tejada will serve as the Council Representative for the PABIC, in order the respond to the new by-laws requirements of a Council rep. Milday signed her oath of office at meeting.*
- c. **Expansion Ordinance Passed on 1-24-2024**  
*The City Council passed the 2<sup>nd</sup> reading of the Expansion Ordinance on January 24<sup>th</sup>, creating the Special Improvement District and the newly expanded area. It passed 4-1 and we will be moving forward with the next steps in establishing the SID.*  
  
*Director Lebron suggested advertising the new ordinance as the process moves forward.*
- d. **City/PABIC Annual Agreement**  
*The PABIC has an annual agreement with the City of Perth Amboy for mini-sweeper salaries/services and funding for mini-sweeper repairs. Additionally, the budget/assessment amount of 247,500 is paid every quarter to the board. The details are in the 2-page agreement.*

*Motion to approve the annual City/PABIC Annual Agreement*

*Motion M. Tejada  
Second Mayor Caba*

*Roll Call: Mayor Caba, Sergio Diaz, Kaushik Patel, Lisett Lebron  
and Milday Tejada*

- e. *Contract for Ospino Consulting (Accounting Services)  
Chairman Diaz referenced the proposed contract for accounting services.  
Last year's contracted monthly cost for Bookkeeping services was \$880.  
The new Contract amount is \$1497.00. Opsino Consulting provided a  
letter stating the cause of the increase in the contract amount. The  
contract will only be for the 1st quarter of this year or until March 31st.*

*Motion to approve the contract for the 1st quarter or sooner and initiate  
a search for local accounting services*

*Motion L. Lebron  
Second K.Patel*

*Roll Call: Mayor Caba, Sergio Diaz, Kaushik Patel, Lisett Lebron  
and Milday Tejada*

- f. *Summer Concert Series City Partnership  
The Recreation Office has requested a PABIC partnership as done last  
year for the City's summer concert. Last year, our partnership investment  
was about \$5,000 and this year as we are looking to host additional  
concerts the request is \$8,000. Since our admin expenses are lower this  
year, we are able to accommodate this request.*

*Motion to approve this PABIC/City partnership for \$8,000 for the summer  
concert series*

*Motion M. Tejada  
Second Mayor Caba*

*Roll Call: Mayor Caba, Sergio Diaz, Kaushik Patel, Lisett Lebron  
and Milday Tejada*

*Mayor Caba suggested having a food truck present at the event with local  
mobile vendors such as sushi and Chef DeluxeMe and expanding  
programming to Fink Park and the 5 Corners/Pedestrian Plaza after the  
recent renovations*

- g. *Initiate 501-C3 status for the PABIC  
Chairman Diaz stated that PABIC current organization status is a 501C6  
and we are looking to change our status to a 501C3 to have the opportunity  
to fundraise and have a tax-exempt status as a non-profit agency. We  
would need to engage the attorney and an accountant who handles these  
applications.*

*Motion to approve the initiate of a 501-C3 status for our agency:*

*Motion K. Patel*  
*Second Mayor Caba*

*Roll Call: Mayor Caba, Sergio Diaz, Kaushik Patel, Lisett Lebron*  
*and Milday Tejada*

**VII. Director's Report**

**Noelia Colon, Executive Director**

- a. Meeting Dates for 2024  
*Dates provided in the pack for the year and calendar invites provided*
- b. Board Orientation  
*Overall needed for board orientation. ED Colon suggestion for the orientation to take place in February.*
- c. Board Committees  
*Further discussion will take place the orientation. The current committees are Façade Grant, Marketing, By-Laws, Budget/Finance, Events and Refocus PABIC. The last one can be discussed to be updated to PABIC Expansion.*
- d. Upcoming Grand Opening  
*Venga Pues, located on Smith Street will be hold a grand opening this month. Date to be announced*

**VIII. Committee Report**

None

**IX. Old Business:**

None

**X. New Business:**

None

- XI. R-01-01/24- Authorizing an Executive/Closed Session at the January 30, 2024 meeting to discuss legal matters regarding certain governance issues and administration.**

**Motion to enter into Executive Session:**

*Motion M. Tejada*  
*Second L. Lebron*  
*All in Favor*

*No action was taken after Executive Session.*

*Discussion during closed session included:*

- 1. Next steps of the expansion, creating an Assessment Policy, hiring of an Executive Director and budgetary process.*
- 2. Discussion revisit and adopt the Conflict of Interest Policy and Expense Policy. the Conflict.*

**Motion to close to Executive Session:**

Motion L. Lebron  
Second Mayor  
All in Favor

**Move to Open public portion:**

Motion L. Lebron  
Second Milday  
All in Favor

**XII. Public Portion:**

**Motion to open the public portion:**

Motion L. Lebron  
Second Mayor Caba  
All in Favor

**Motion to close the public portion:**

Motion L. Lebron  
Second K. Patel aushik  
All In Favor

**XIII. Adjourn:**

Motion L. Lebron  
Second M. Tejada  
All in Favor



PERTH AMBOY BUSINESS  
IMPROVEMENT CORPORATION, INC.

February 2024  
AS OF 01/17/2024  
BILL LIST

Name	Date	Description	Open Balance
NJ Advanced Media - Star-Ledger	1/17/2024	Public Notice for Annual Meeting Schedule   1-30-2024, revised	\$ 70.20
		<b>Total</b>	<b>\$ 70.20</b>
NJ Advanced Media - Star-Ledger	1/17/2024	Public Notice for Regular Meeting Notice w/ Closed Session   1-30-2024	\$ 37.84
		<b>Total</b>	<b>\$ 37.84</b>
Verizon	1/24/2024	BID Phone; Dec 25, 2023 - Jan 24, 2024	\$76.87
		<b>Total</b>	<b>\$76.87</b>
Illusion Engraved	1/24/2024	Board Meeting Name Plates	\$ 200.00
		<b>Total</b>	<b>\$ 200.00</b>
NJ Advanced Media - Star-Ledger	1/26/2024	Public Notice for Annual Meeting Schedule   1-30-2024, original	\$ 27.52
		<b>Total</b>	<b>\$ 27.52</b>
Canva	1/27/2024	Annual Subscription	\$ 119.40
		<b>Total</b>	<b>\$ 119.40</b>
Zoom	1/29/2024	Annual Subscription 01/29/2024 - 01/28/2025	\$ 170.49
		<b>Total</b>	<b>\$ 170.49</b>
Noelia Colon	1/31/2024	Q1 Admin Services - Month of January	\$ 2,900.00
		<b>Total</b>	<b>\$ 2,900.00</b>
Ospino Consulting	2/1/2024	Accounting Services - Month of January	\$ 1,497.00
		<b>Total</b>	<b>\$ 1,497.00</b>
Cognito	2/1/2024	Monthly Rate Plan- Month of February	\$ 35.00
		<b>Total</b>	<b>\$ 35.00</b>
Constant Contact	2/4/2024	Subscription Month of February	\$ 81.00
		<b>Total</b>	<b>\$ 81.00</b>
PashmanStein Walder Hayden	2/7/2024	Legal Services - Month of January	\$ 2,725.00
		<b>Total</b>	<b>\$ 2,725.00</b>
EarthPlanter	2/7/2024	EarthPlanters for 5-Cornerns Placement (10 planters + shipping)	\$5,244.00
		<b>Total</b>	<b>\$5,244.00</b>
Gannett - LocalIQ	2/7/2024	Public Notice for Annual Meeting Schedule 1-10-2024	\$ 24.18
		<b>Total</b>	<b>\$ 24.18</b>
Gannett - LocalIQ	2/7/2024	Public Notice for Regular Meeting w/Closed Session on 01/30/2024	\$ 14.04
		<b>Total</b>	<b>\$ 14.04</b>
Tailored for Success	2/13/2024	2023 Façade Grant - 269 Smith St.	\$ 5,000.00
		<b>Total</b>	<b>\$ 5,000.00</b>
La Primavera Bakery	2/13/2024	2023 Façade Grant - 278 Smith St.	\$ 5,000.00
		<b>Total</b>	<b>\$ 5,000.00</b>
		<b>TOTAL</b>	<b>\$ 23,222.54</b>

NJ Advance Media  
 Woodbridge Corporate Plaza  
 ATTN: Legal Advertising Dept.  
 485 Route 1 South  
 Bldg E., Suite 300  
 Iselin, NJ 08830



# Star-Ledger

AD#:0010815760

PERTH AMBOY BUSINESS IMPROVEMENT  
 DISTRICT CITY HALL  
 260 HIGH ST  
 PERTH AMBOY, NJ 08861

Sales Rep: NJ LegalRepNJ  
 Account Number:1000907429  
 AD#: 0010815760

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,  
 PLEASE CALL 732-902-4318 OR EMAIL [legalads@njadvancemedia.com](mailto:legalads@njadvancemedia.com)

Remit Payment to:  
 NJ Advance Media  
 Dept 77571  
 P.O. Box 77000  
 Detroit, MI 48277-0571

Date	Position	Description	P.O. Number	Costs
01/17/2024	Public Meetings NJ		public notice_annual meeting_2024_REVISED	
			Ad Size 3 x 26 L	
			Basic Ad Charge - 01/17/2024	\$70.20
			Total	\$70.20

CLAIMANTS CERTIFICATION AND DECLARATION	
<p>I do solemnly declare and certify under the penalties of law that this bill or invoice is correct in all its particulars, that the goods have been furnished or services have been rendered as stated herein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount herein stated is justly due and owing, and that the amount charged is a reasonable one.</p>	
Date: <u>1/22/2024</u>	Fed ID#: <u>13-4123607</u>
Signature: <u>Chris Tighe</u>	Official Position: <u>AR Manager</u>
CERTIFICATION BY RECEIVING AGENCY	CERTIFICATION BY APPROVAL OFFICIAL
<p>I, having knowledge of the facts, certify and declare that the goods have been received or the services rendered and are in compliance with the specifications or other requirements, and said certification is based on signed delivery slips or other reasonable procedures or verifiable information.</p>	<p>I certify and declare that this bill or invoice is correct, and that sufficient funds are available to satisfy this claim. The Payment shall be chargeable to:</p>
Signature: _____	Appropriation Account(s) and Amounts Charged: _____ P.O.#: _____
Date: _____	Signature: _____

THIS FORM APPROVED FOR USE BY LOCAL GOVERNMENTS BY THE LOCAL FINANCE BOARD

NJ Advance Media  
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 ATTN: Legal Advertising Dept.  
 485 Route 1 South  
 Bldg E., Suite 300  
 Iselin, NJ 08830



Star-Ledger

AD#:0010815366

PERTH AMBOY BUSINESS IMPROVEMENT  
 DISTRICT CITY HALL  
 260 HIGH ST  
 PERTH AMBOY, NJ 08861

Sales Rep: NJ LegalRepNJ  
 Account Number:1000907429  
 AD#: 0010815366

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,  
 PLEASE CALL 732-902-4318 OR EMAIL legalads@njadvancemedia.com

Remit Payment to:  
 NJ Advance Media  
 Dept 77571  
 P.O. Box 77000  
 Detroit, MI 48277-0571

Date	Position	Description	P.O. Number	Costs
01/17/2024	Public Meetings NJ	PERTH AMBOY BUSINESS IMPROVEMENT DISTRICT PUBLIC	2024 regular meeting schedule	
			Ad Size 1 x 44 L	Basic Ad Charge - 01/17/2024 \$37.84
				Total \$37.84

CLAIMANT'S CERTIFICATION AND DECLARATION	
I do solemnly declare and certify under the penalties of law that this bill or invoice is correct in all its particulars, that the goods have been furnished or services have been rendered as stated herein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount herein stated is justly due and owing, and that the amount charged is a reasonable one.	
Date: <u>1/22/2024</u>	Fed ID#: <u>13-4123607</u>
Signature: <u>Chris Tighe</u>	Official Position: <u>AR Manager</u>
CERTIFICATION BY RECEIVING AGENCY	CERTIFICATION BY APPROVAL OFFICIAL
I, having knowledge of the facts, certify and declare that the goods have been received or the services rendered and are in compliance with the specifications or other requirements, and said certification is based on signed delivery slips or other reasonable procedures or verifiable information.	I certify and declare that this bill or invoice is correct, and that sufficient funds are available to satisfy this claim. The Payment shall be chargeable to:
Signature: _____	Appropriation Account(s) and Amounts Charged: _____ P.O.#: _____
Title: _____	Signature: _____
Date: _____	_____

THIS FORM APPROVED FOR USE BY LOCAL GOVERNMENTS BY THE LOCAL FINANCE BOARD



PO BOX 489  
NEWARK, NJ 07101-0489

Manage Your Account b2b.verizonwireless.com	Account Number 342311378-00001	Date Due 02/23/24
Change your address at http://sso.verizonenterprise.com	Invoice Number 9955058565	

### Quick Bill Summary

Dec 25 - Jan 24

  
 PERTH AMBOY BUSINESS IMPROV      00170508  
 260 HIGH ST                              K112  
 PERTH AMBOY, NJ 08861-4451

Previous Balance <i>(see back for details)</i>	\$76.86
Payment - Thank You	-\$76.86
<b>Balance Forward</b>	<b>\$0.00</b>
Monthly Charges	\$70.00
Usage and Purchase Charges	
Messaging	\$0.00
Data	\$0.00
Surcharges and Other Charges & Credits	\$5.59
Taxes, Governmental Surcharges & Fees	\$1.28
<b>Total Current Charges</b>	<b>\$76.87</b>

**Total Charges Due by February 23, 2024                      \$76.87**

Pay from phone #PMT (#768)	Pay on the Web At b2b.verizonwireless.com	Questions: 1-800-922-0204 or *611 from your phone
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PERTH AMBOY BUSINESS IMPROV  
260 HIGH ST  
PERTH AMBOY, NJ 08861-4451

Bill Date                      January 24, 2024  
Account Number            342311378-00001  
Invoice Number             9955058565

### Total Amount Due

Will be submitted to credit card on 02/14/24  
DO NOT MAIL PAYMENT    **\$76.87**

P.O. BOX 408  
NEWARK, NJ 07101-0408



99550585650103423113780000100000007687000000076873



Invoice Number 9955058565 Account Number 342311378-00001 Date Due 02/23/24 Page 3 of 6

### Overview of Lines

Lines Charges	Page Number	Monthly Charges	Usage and Purchase Charges	Equipment Charges	Surcharges and Other Credits	Taxes, Governmental and Fees	Third-Party Charges (Includes Tax)	Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
732-372-8772 Noelia Colon	4	\$70.00	---	---	\$5.59	\$1.28	---	\$76.87	---	2	.166GB	---	---	---
<b>Total Current Charges</b>		<b>\$70.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5.59</b>	<b>\$1.28</b>	<b>\$0.00</b>	<b>\$76.87</b>						



**Summary for Noelia Colon: 732-372-8772**

**Your Plan**

**Business Unlimited Smartphone**

\$45.00 monthly charge  
 Unlimited monthly minutes

**UNL Text Messaging**

Unlimited M2M Text  
 Unlimited Text Message

**Email & Web Unlimited**

Unlimited monthly gigabyte

**UNL Picture/Video MSG**

Unlimited monthly Picture & Video

Have more questions about your charges?  
 Get details for usage charges at  
[b2b.verizonwireless.com](http://b2b.verizonwireless.com).

**Monthly Charges**

Business Unlimited Smartphone	01/25 - 02/24	45.00
Add Smartphn Data Access	01/25 - 02/24	25.00
		<b>\$70.00</b>

**Usage and Purchase Charges**

Messaging	Allowance	Used	Billable	Cost
Text <i>messages</i>	unlimited	1	---	---
Unlimited M2M Text <i>messages</i>	unlimited	1	---	---
<b>Total Messaging</b>				<b>\$0.00</b>

Data	Allowance	Used	Billable	Cost
Gigabyte Usage <i>gigabytes</i>	unlimited	.165	---	---
<b>Total Data</b>				<b>\$0.00</b>

**Total Usage and Purchase Charges \$0.00**

**Surcharges**

Fed Universal Service Charge	.50
Regulatory Charge	.16
Administrative Charge	1.95
<b>Other Charges and Credits</b>	
Economic Adjustment Charge	2.98
<b>\$5.59</b>	

**Taxes, Governmental Surcharges and Fees**

NJ 911 System/Emerg. Resp. Fee	.90
NJ State Sls Tax-Telco	.38
<b>\$1.28</b>	

**Total Current Charges for 732-372-8772 \$76.87**



Invoice Number Account Number Date Due Page  
9955058565 342311378-00001 02/23/24 6 of 6

## Need-to-Know Information continued ...

### **Economic Adjustment Charge**

Our number one priority is to provide exceptional service to your business and consistently deliver the quality and reliability that you expect from Verizon Business.

Just as you are seeing in your business, Verizon Business is seeing a wide range of increases in its costs to provide service. As these challenges have continued to mount, we have made the decision to add an Economic Adjustment Charge.

On June 8, 2023, Verizon Business began adding the charge to new LTE Business Internet and 5G Business Internet lines. And starting in August 2023, the charge will apply to existing LTE Business Internet and 5G Business Internet lines where the applicable price guarantee has already ended and thereafter on a rolling basis as your applicable price guarantee ends. The amount of the charge is \$2.98 per month, for each qualifying LTE or 5G Business Internet line.

On June 16, 2022, Verizon Business began adding the charge to newly activated and upgraded lines, existing lines that have completed a contract-based line term, and lines that have twelve (12) months or fewer remaining on a Device Payment Plan Agreement. The amount of the charge is \$2.98 per month/line for each smartphone and data device, and \$0.98 per month/line for each basic phone and tablet device.

As lines meet these criteria, the charge will be automatically added to your bill. You can find the Economic Adjustment Charge in the Other Charges & Credits section of your bill.

Thank you for trusting in us and choosing Verizon Business as your partner. We remain committed to delivering outstanding network performance, service excellence and value for your business.

### **Telecommunications Relay**

To contact Verizon Wireless using a TTY device, dial 711 to reach a Telecommunications Relay Service (TRS) operator to assist you in completing your call.

### **FUSC Change**

The Federal Universal Service Charge (FUSC) is a Verizon wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On January 1, 2024, the FUSC increased to 10.66% of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges increased to 34.60%. For more details, please call 1-888-684-1888.



311 Fayette Street Perth Amboy, NJ 08861  
 (732) 442-4488 Fax (732) 826-6375  
 Email: illusionengraved@yahoo.com

No. 9655

Name		City of Perth Amboy		Noelia Colon		Phone		732-442-6421		
Address		PA Business Improvement Corporation				Fax				
City		Perth Amboy		State		NJ		Zip		08861
CUSTOMER VISITED STORE BEFORE YES NO						Date		1/24/24		
LAYOUT						Date Due		1/27/24		
See Attached										
For engraving										
ITEM NO.	QUANTITY	UNIT PRICE	DESCRIPTION COST				UNIT COST			
	5	\$25.00	8x2 gold plastic plate				\$125.00			
	1	\$75.00	Red piano finish namedesk with logo				\$75.00			
NEXT OCCASION						SUB TOTAL		\$200.00		
CARRY-IN ITEM						TAX				
						TOTAL		\$200.00		
						50% Deposit				
						BALANCE DUE				
SIGNATURE										



NJ Advance Media  
 Woodbridge Corporate Plaza  
 ATTN: Legal Advertising Dept.  
 485 Route 1 South  
 Bldg E., Suite 300  
 Iselin, NJ 08830



# Star-Ledger

PERTH AMBOY BUSINESS IMPROVEMENT  
 DISTRICT CITY HALL  
 260 HIGH ST  
 PERTH AMBOY, NJ 08861

AD#:0010820579

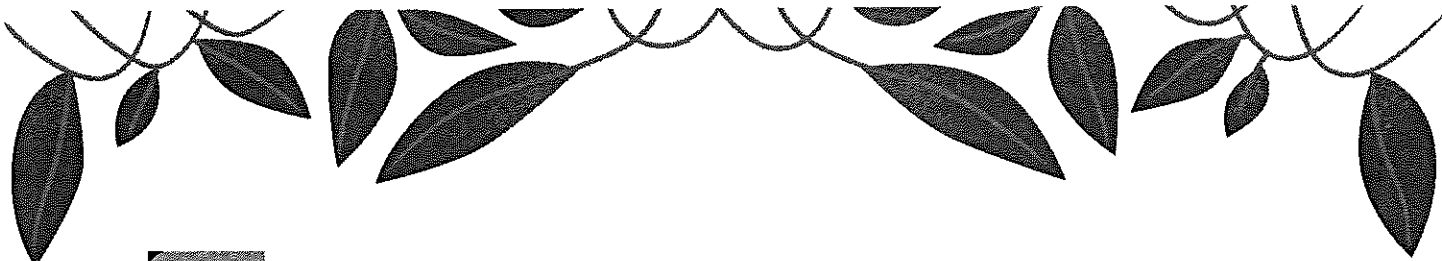
Sales Rep: NJ LegalRepNJ  
 Account Number:1000907429  
 AD#: 0010820579

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,  
 PLEASE CALL 732-902-4318 OR EMAIL [legalads@njadvancemedia.com](mailto:legalads@njadvancemedia.com)

Remit Payment to:  
 NJ Advance Media  
 Dept 77571  
 P.O. Box 77000  
 Detroit, MI 48277-0571

Date	Position	Description	P.O. Number	Costs
01/26/2024	Public Meetings NJ	PERTH AMBOY BUSINESS IMPROVEMENT CORPORATION, INC.	Executive Session	
			Ad Size 1 x 32 L	
				Basic Ad Charge - 01/26/2024 \$27.52
				Total \$27.52

CLAIMANTS CERTIFICATION AND DECLARATION	
I do solemnly declare and certify under the penalties of law that this bill or invoice is correct in all its particulars, that the goods have been furnished or services have been rendered as stated herein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount herein stated is justly due and owing, and that the amount charged is a reasonable one.	
Date: <u>1/30/2024</u>	Fed ID#: <u>13-4123607</u>
Signature: <u>Chris Tighe</u>	Official Position: <u>AR Manager</u>
CERTIFICATION BY RECEIVING AGENCY	CERTIFICATION BY APPROVAL OFFICIAL
I, having knowledge of the facts, certify and declare that the goods have been received or the services rendered and are in compliance with the specifications or other requirements, and said certification is based on signed delivery slips or other reasonable procedures or verifiable information.	I certify and declare that this bill or invoice is correct, and that sufficient funds are available to satisfy this claim. The Payment shall be chargeable to:
Signature: _____	Appropriation Account(s) and Amounts Charged: _____ P.O.#: _____
Title: _____ Date: _____	Signature: _____



## Tax Invoice

Invoice Date  
January 27, 2024

Invoice no.  
04043-52005099

To  
Business Improvement District  
ncolon@perthamboynj.org  
Business Improvement District 's team

### Subscriptions

Canva Pro	<b>\$119.40</b>
iAF7HxXWgqU	
January 27, 2024	

---

Paid with Visa **** 2942	Total	<b>\$119.40</b>
	Includes tax	<b>\$0.00</b>
	Total charged	<b>\$119.40</b>

Please retain for your records.  
Canva US Inc.  
3212 E. Cesar Chavez Street, Building 1, Suite 1300 Austin Texas 78702 United States  
Copyright © 2024 Canva US Inc.. All rights reserved.

# Invoice



Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

**Invoice Date:** Jan 29, 2024  
**Invoice #:** INV238524846  
**Payment Terms:** Due Upon Receipt  
**Due Date:** Jan 29, 2024  
**Account Number:** 7001116165  
**Currency:** USD  
**Payment Method:** MasterCard \*\*\*\*\*4044  
**Account Information:** Business Improvement District

Federal Employer ID Number: 61-1648780

Purchase Order Number:

Tax Exempt Certificate ID:

Zoom W-9

**Sold To Address:** 260 High Street,  
Perth Amboy, New Jersey 08861  
United States

ncolon@perthamboynj.org

**Bill To Address:** 260 High Street,  
Perth Amboy, New Jersey 08861  
United States

ncolon@perthamboynj.org

## Charge Details

Charge Description	Subscription Period	Subtotal	Taxes, Fees & Surcharges	Total
<b>Charge Name:</b> Zoom One Pro Annual <b>Quantity:</b> 1 <b>Unit Price:</b> \$159.90	Jan 29, 2024 - Jan 28, 2025	\$159.90	\$10.59	<b>\$170.49</b>
			Subtotal	<b>\$159.90</b>
			Total (Including Taxes, Fees & Surcharges)	<b>\$170.49</b>
			Invoice Balance	<b>\$0.00</b>

## Taxes, Fees & Surcharge Details

Charge Name	Tax, Fee or Surcharge Name	Jurisdiction	Charge Amount	Tax, Fee or Surcharge Amount
Zoom One Pro Annual	Sales Tax	State	\$159.90	\$10.59
Total of Taxes, Fees & Surcharges				\$10.59

## Transactions

Transaction Date	Transaction Number	Transaction Type	Description	Applied Amount
Jan 29, 2024	P-282407575	Payment		\$-170.49
Invoice Total				\$170.49
Invoice Balance				\$0.00

Need help understanding your invoice?

[Click here](#)

Standard Pro and Standard Biz are now called Zoom One Pro and Zoom One Business. Please note that your Services will remain the same and that this name change does not change the price of your current subscription. Please note ZoomIQ for Sales is now called Zoom Revenue Accelerator. Your Services will remain the same and this name change does not change your current subscription pricing.

***This plan includes products with monthly and/or yearly subscription periods. The subscription period for each plan, and the total charge, \$159.90 (plus applicable taxes and regulatory fees), per subscription period for that product are set out above in the Charge Details section. Unless you cancel, your subscription(s) will auto-renew each subscription period and each subscription period thereafter, at the price(s) listed above (plus any taxes and regulatory fees applicable at the time of renewal) and your payment method on file at zoom.us/billing will be charged. You can cancel auto-renewal anytime, but you must cancel by the last day of your current subscription period to avoid being charged for the next subscription period. You will not be able to cancel your "base plan" (Zoom Meetings, Zoom Phone, or Zoom Rooms) without first canceling all other subscriptions in your plan. If you cancel, you will not receive a refund for the remainder of your then-current subscription period. You can cancel by navigating to zoom.us/billing and clicking "Cancel Subscription," clicking through the prompts, and then clicking to confirm cancellation. Should Zoom change its pricing, it will provide you with notice, and you may be charged the new price for subsequent subscription.***

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc

# INVOICE

From **Noelia Colon**  
 675 New Brunswick Avenue  
 Perth Amboy, NJ 08861

Invoice ID **12**  
 Issue Date **02/02/2024**  
 Due Date **02/02/2024 (upon receipt)**  
 Subject **Month of January**

Invoice For **Perth Amboy Business Improvement Corporation**  
 260 High Street  
 Perth Amboy, NJ 08861

Item Type	Description	Quantity	Unit Price	Amount
Service	Transitioning the BID - 01/02/2024 - Project Management / Noelia Colon: Meeting to review ordinance changes, façade grant, meeting prep, correspondence	3.83	\$50.00	\$191.50
Service	Transitioning the BID - 01/03/2024 - Project Management / Noelia Colon: Meeting regarding ED, meeting regarding the ordinance and expansion assessment and follow-up on the ordinance w/attorney	4.57	\$50.00	\$228.50
Service	Transitioning the BID - 01/04/2024 - Project Management / Noelia Colon: Meeting for January agenda prep, correspondence and discussion on ordinance updates.	1.50	\$50.00	\$75.00
Service	Transitioning the BID - 01/07/2024 - Project Management / Noelia Colon: meeting prep and change 1-16-2023	1.41	\$50.00	\$70.50
Service	Transitioning the BID - 01/08/2024 - Project Management / Noelia Colon: Call and correspondence with city admin, attorney, and consultant in continued preparation of ordinance and org changes	4.25	\$50.00	\$212.50
Service	Transitioning the BID - 01/10/2024 - Project Management / Noelia Colon: Website updates and prep for council meeting for 1st reading of ordinance	2.00	\$50.00	\$100.00
Service	Transitioning the BID - 01/12/2024 - Project Management / Noelia Colon	2.88	\$50.00	\$144.00
Service	Transitioning the BID - 01/16/2024 - Project Management / Noelia Colon: Correspondence, January Meeting, follow-up on BID 2nd reading ordinance and follow-up with attorney on assessment matters.	2.12	\$50.00	\$106.00
Service	Transitioning the BID - 01/17/2024 - Project Management / Noelia Colon: Meeting with Bill F., email to Dan, meeting with Jheiny on accounting/bill list 1-2024 and pending payment for 2023	3.38	\$50.00	\$169.00
Service	Transitioning the BID - 01/18/2024 - Project Management / Noelia Colon: Correspondence next steps for ED hire and expansion, meeting with Stuart (phone), Ferry Slip summer concert series coordination, outreach to insurance broker	3.07	\$50.00	\$153.50
Service	Transitioning the BID - 01/22/2024 - Project Management / Noelia Colon: Updated invoice list and accounting documents, resolving invoice error with Gannet (home news tribune), contacting vendors for pending W9 forms, public notice release for 1-30-2024 meeting,	2.71	\$50.00	\$135.50

Service	Transitioning the BID - 01/23/2024 - Project Management / Noelia Colon: Correspondence, façade grant application follow-up, public notice postings, bank org change updates.	0.90	\$50.00	\$45.00
Service	Transitioning the BID - 01/24/2024 - Project Management / Noelia Colon: Council Meeting Representation for 2nd Reading of Ordinance (5:30-8:30), including public portion, order and send it new name plates for new board, invoices for February	4.70	\$50.00	\$235.00
Service	Transitioning the BID - 01/25/2024 - Project Management / Noelia Colon: Agenda Packet for 1-30-2024 (agenda, bill list) and review of new facade grant applicants and interests and correspondence.	3.03	\$50.00	\$151.50
Service	Transitioning the BID - 01/26/2024 - Project Management / Noelia Colon: Updates to the 1-30 agenda (minutes, closed session documents)	3.75	\$50.00	\$187.50
Service	Transitioning the BID - 01/28/2024 - Project Management / Noelia Colon	2.89	\$50.00	\$144.50
Service	Transitioning the BID - 01/29/2024 - Project Management / Noelia Colon	2.48	\$50.00	\$124.00
Service	Transitioning the BID - 01/30/2024 - Project Management / Noelia Colon: Pre meeting prep, board meeting meeting, post meeting follow up.	4.50	\$50.00	\$225.00
Service	Transitioning the BID - 01/31/2024 - Project Management / Noelia Colon: Follow-up on meeting items, contract updates, correspondence, accounting, expansion and attorney consultations on org matters discussed at meeting	4.03	\$50.00	\$201.50

**Amount Due            \$2,900.00**

OSPINO CONSULTING LLC  
60 ENGLE ST  
ENGLEWOOD, NJ 07631 US  
2018940021  
karem@ospinoconsulting.com



# INVOICE

**BILL TO**

Perth Amboy Business  
Improvement Corporation, INC  
260 Hight St  
Perth Amboy, NJ 08861 US

INVOICE # 2024-119  
DATE 02/01/2024  
DUE DATE 02/16/2024  
TERMS Net 15

---

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Bookkeeping Services	Bookkeeping Services January 2024	1	1,347.00	1,347.00
Reimbursement	Bill.com January 2024	1	150.00	150.00

Thank you for your business.

BALANCE DUE

**\$1,497.00**

# Receipt



Invoice number C2ED2B27-0055  
Receipt number 2525-7839  
Date paid February 1, 2024  
Payment method Mastercard - 4044

**Cognito Forms**  
929 Gervais St, Suite D  
Columbia, South Carolina 29201  
United States  
+1 888-499-0856  
billing@cognitofrms.com

**Bill to**  
Business Improvement District  
(BusinessImprovementDistrict1)  
ncolon@perthamboynj.org

**\$35.00 paid on February 1, 2024**

Description	Qty	Unit price	Amount
Team Feb 1 – Mar 1, 2024	1	\$35.00	\$35.00
		Subtotal	\$35.00
		Total	\$35.00
		Amount paid	\$35.00





[Print](#)

**Billing Activity - Invoices**

**Perth Amboy Business Improvement District**  
*Attn: Noelia Colon*  
*206 High Street*  
*Perth Amboy NJ 08861*  
*US*  
*P.: 7324426421*

**Today's Date: 02/04/2024**  
**User Name:**

**Invoices from 01/05/2024 to 02/04/2024**

<b>Date</b>	<b>Description</b>	<b>Charge Amount</b>	<b>Credit Amount</b>
02/02/2024	Invoice #1706864626	\$81.00	

**Billing questions?** [Contact Support](#)  
Constant Contact - 1601 Trapelo Road - Waltham, MA 02451 US



**Pashman Stein Walder Hayden**  
Court Plaza South  
21 Main Street, Suite 200  
Hackensack, NJ 07601  
(201) 488-8200  
Tax I.D. 22-3384189

Noelia Colon, Executive Director  
Downtown Perth Amboy Business Improvement District, Inc.  
260 High Street  
Perth Amboy, NJ 08861

February 7, 2024

Invoice #148932

File Number: 29505-001

**RE: General**

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Attorney</b>	<b>Description</b>	<b>Hours</b>
01/02/2024	DGuada	Review of ordinance amendment and changes thereto, conference with City team.	1.90
01/04/2024	DGuada	Advice and counsel [REDACTED]	1.80
01/08/2024	DGuada	Advice on numerous issues [REDACTED]	1.30
01/12/2024	DGuada	Addressing issue and advice and counsel [REDACTED]	0.90
01/18/2024	DGuada	Addressing [REDACTED] and review and analysis of same. Email to City counsel.	1.00
01/22/2024	DGuada	Review of notice. Review of BID-City agreement.	1.00
01/26/2024	DGuada	Revisions to agreement with City; review of conflict of interest policy, standard vendor, agreement, and business expense policy.	1.00
01/30/2024	DGuada	Attended close session [REDACTED]	2.00
	<b>Total</b>		<b>10.90</b>

**PROFESSIONAL SERVICES SUMMARY**

<b>Attorney</b>		<b>Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
DGuada	Guadalupe, Daniel R.	Partner	10.90	\$250.00	\$2,725.00
	<b>Total</b>		<u>10.90</u>		<u>\$2,725.00</u>

Total Fees & Disbursements	<u>\$2,725.00</u>
Previous balance	<u>\$3,925.00</u>
Balance due upon receipt	<u><u>\$6,650.00</u></u>



13 Pulaski St. Auburn, NY 13021  
 Phone (877) 815-9276  
 Fax (315) 252-7450

INVOICE #: V204886

INVOICE DATE: 2/8/2024

**CUSTOMER INVOICE**

**BILL TO:**  
 CITY OF PERTH AMBOY  
 EMAIL INVOICES TO:  
 NCOLON@PERTHAMBOYNJ.ORG

**SHIP TO:**  
 CITY OF PERTH AMBOY DPW  
 599 FAYETTE STREET  
 PERTH AMBOY, NJ 08861  
 APPT REQD: DANNY CLEAVER  
 848-565-7678

<b>CUSTOMER #</b>	<b>SHIP VIA</b>	<b>F.O.B.</b>	<b>TERMS</b>
CITY PERTH	FED EX FRT ECONOMY	ORIGIN, FREIGHT PREPAID	Net 30

<b>CUSTOMER P.O.</b>	<b>SALES REP.</b>	<b>PACK LIST</b>	<b>SALES ORDER</b>
VERBAL-NOELIA	BOB/JACK	79200	795837

	ORDERED	SHIPPED	BACK ORDERED	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	9	9	0	EPUR40-MILL	40" URBAN RECTANGLE-MILLSTO	\$539.00	\$4,851.00
	1	1	0		FREIGHT (3) - COM	\$393.00	\$393.00

SUB TOTAL \$5,244.00

**TOTAL AMOUNT DUE** \$5,244.00

=====

**From:** EarthPlanter  
**To:** rbuckley@earthplanter.com; jburgmaster@earthplanter.com; Noelia Colon  
**Subject:** Quote For Your Final Approval: EarthPlanter Quote #(31190) - December 21, 2023  
**Date:** Monday, January 29, 2024 11:23:06 AM

---



# Quote: Review For Your Final Confirmation #(31190) - December 21, 2023

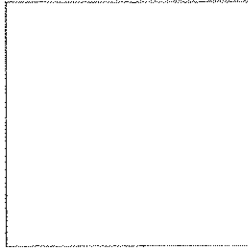
Your final quote details are below. **Once approved please accept the quote and select your payment method online.** Note: Unless noted otherwise, shipping is to a commercial location with dock and/or forklift service and open delivery hours. Appointments, limited access locations, lift-gate service, and other special requests will incur additional charges. All orders arrive shrink-wrapped on pallets.

[Accept Offer and Choose Payment Method](#)

Have questions or need assistance processing your payment? Contact EarthPlanter at [sales@earthplanter.com](mailto:sales@earthplanter.com) or call [877-815-9276](tel:877-815-9276)

Request #31190

Product	Quantity	Unit Cost	Extended Price
Urban			



9 \$539.00 \$4,851.00

Rectangle - Millstone  
(#EPUR40-)

List \$639: 40" L x 22" W x 24" H  
Water Capacity: 30 Gal  
Note: Flat Wall Resin Planters  
Expand/Contract Up To 10%

**Subtotal before  
Discounts: (subtotal  
based on List Price)** \$5,751.00

**Discount Applied:** -\$900.00

**Shipping:** \$393.00  
via FedEx Freight Economy

**Tax:** \$0.00

**Total:** \$5,244.00

**Note:** Manual Enter By Jack. Orders To Ship Together: 31190, 30582

**Shipping Appointment Contact:** Danny Cleaver

**Shipping Appointment Phone:** 848-565-7678

**Shipping Appointment Requested:** Yes

**Proposal Notes:**

- **Early Order Incentive Applied - Ground Models Can Be Combined To Reach Minimums. Expires 3/1/24.**
- **Thank You Noelia & City of Perth Amboy For Your Continued Support!!**
  - *Lifetime Planter Warranty Included.*
  - *100% Made in the USA (Auburn NY)*
  - *Industry Leading Stone Effects: Included at no extra charge*

- 
- **Ship LTL Freight Economy - Commercial Delivery Address Required.**

- Forklift and/or Loading Dock required for unloading to avoid additional Service Fees.
- **Services Available Upon Request:** Shipping Appointment (\$35), Liftgate Service (\$100)
  - Total Pallets: (3)
- **Payment: Credit Card, Checks, OR POs Accepted with Credit Approval - Terms NET 30 Days.**

**Shipping Notes:**

**Total Pallets: 3**

**Emails being CC'ed: None**

**Billing address**

Noelia Colon, BID Executive  
Director  
Perth Amboy Business  
Improvement Corporation, Inc  
260 High Street  
Perth Amboy, NJ 08861  
(732) 442-6421  
ncolon@perthamboynj.org

**Shipping address**

Matthew Nieves  
City of Perth Amboy DPW -  
Buildings & Grounds  
599 Fayette Street  
Perth Amboy, NJ 08861

Thank You for this opportunity and your support of EarthPlanter.

Business Hours: M-Thursday 8-5:00, Friday 8-3:30 EST.

Quote requests received over the weekend will be processed on Monday.

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

Feb

**\* LocaliQ**  
New York/New Jersey  
GANNETT

**Agency:**

Perth Amboy Business Improvement District  
260 High ST  
Perth Amboy NJ 08861-4451  
Acct: 1120295

**Client:**

Perth Amboy Business Improvement District  
260 High ST  
Perth Amboy NJ 08861-4451  
Acct: 1120295

**This is not an invoice**

Order #	Advertisement / Description	Columns x Lines x Insertions	Rate per Lines	Cost
9740837	PERTH AMBOY BUSINESS IMPROVEMENT DISTRICT PUBLIC NOTICE	2 x 31.00 x 1	\$0.39	\$24.18
	The Perth Amboy Bus			
		Net Total Due:		\$24.18

PO #: \_\_\_\_\_

Check #: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION BY RECEIVING AGENCY**  
I, HAVING KNOWLEDGE OF THE FACTS, CERTIFY AND DECLARE THAT THE GOODS HAVE BEEN RECEIVED OR THE SERVICES RENDERED AND ARE IN COMPLIANCE WITH THE SPECIFICATIONS OR OTHER REQUIREMENTS, AND SAID CERTIFICATION IS BASED ON SIGNED DELIVERY SLIPS OR OTHER REASONABLE PROCEDURES OR VERIFIABLE INFORMATION.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CERTIFICATION BY APPROVAL OFFICIAL**  
I CERTIFY AND DECLARE THAT THIS ORDER CONFIRMATION IS CORRECT, AND THAT SUFFICIENT FUNDS ARE AVAILABLE TO SATISFY THIS CLAIM. THE PAYMENT SHALL BE CHARGEABLE TO:

APPROPRIATION ACCOUNT(S) AND AMOUNTS CHARGED: P.O.# \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CLAIMANT'S CERTIFICATION AND DECLARATION:**  
I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THIS ORDER CONFIRMATION IS CORRECT IN ALL ITS PARTICULARS; THAT THE GOODS HAVE BEEN FURNISHED OR SERVICES HAVE BEEN RENDERED AS STATED HEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT HEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

Date: 01/18/2024

Signature: D. Roberts

Federal ID #: 061032273

Official Position: Clerk

Kindly return a copy of this order confirmation with your payment so that we can assure you proper credit.

**Home News Tribune**  
Gannett New York-New Jersey LocaliQ  
PO Box 6312102, Cincinnati, OH 45263-1202



PERTH AMBOY BUSINESS IMPROVEMENT DISTRICT  
PUBLIC NOTICE

The Perth Amboy Business Improvement Corporation, Inc. hereby announces its regular meeting schedule for 2024 in accordance with the provisions of the "Open Public Meetings Act", N.J.S.A. 10:4-18.

1. The regular meetings of the BID are to be held in the Council Chamber, Perth Amboy City Hall, 200 High Street, Perth Amboy, New Jersey at 4:00 pm on Tuesdays, on the dates set forth below:

February 13, 2024  
March 12, 2024  
April 9, 2024  
May 14, 2024  
June 11, 2024  
July 9, 2024  
September 10, 2024  
October 8, 2024  
November 12, 2024  
December 10, 2024

Important Note: All notifications of change(s) will be posted in accordance to OPMA and on City's official website: [www.perthamboynj.org](http://www.perthamboynj.org). Additionally, the BID will not hold a meeting in the month of August.  
(124.18)

  
 New York/New Jersey  
**GANNETT**

**Agency:**

Perth Amboy Business Improvement District  
 260 High ST  
 Perth Amboy NJ 08861-4451  
 Acct: 1120295

**Client:**

Perth Amboy Business Improvement District  
 260 High ST  
 Perth Amboy NJ 08861-4451  
 Acct: 1120295

**This is not an invoice**

Order #	Advertisement / Description	Columns x Lines x Insertions	Rate per Lines	Cost
9771692	PERTH AMBOY BUSINESS IMPROVEMENT CORPORATION, INC. OPMA- Public Meeting	2 x 18.00 x 1	\$0.39	\$14.04
	RE:			
		Net Total Due:		\$14.04

PO #: \_\_\_\_\_

Check #: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION BY RECEIVING AGENCY**  
 I, HAVING KNOWLEDGE OF THE FACTS, CERTIFY AND DECLARE THAT THE GOODS HAVE BEEN RECEIVED OR THE SERVICES RENDERED AND ARE IN COMPLIANCE WITH THE SPECIFICATIONS OR OTHER REQUIREMENTS, AND SAID CERTIFICATION IS BASED ON SIGNED DELIVERY SLIPS OR OTHER REASONABLE PROCEDURES OR VERIFIABLE INFORMATION.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CERTIFICATION BY APPROVAL OFFICIAL**  
 I CERTIFY AND DECLARE THAT THIS ORDER CONFIRMATION IS CORRECT, AND THAT SUFFICIENT FUNDS ARE AVAILABLE TO SATISFY THIS CLAIM. THE PAYMENT SHALL BE CHARGEABLE TO:

APPROPRIATION ACCOUNT(S) AND AMOUNTS CHARGED: P.O.# \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CLAIMANT'S CERTIFICATION AND DECLARATION:**  
 I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THIS ORDER CONFIRMATION IS CORRECT IN ALL ITS PARTICULARS; THAT THE GOODS HAVE BEEN FURNISHED OR SERVICES HAVE BEEN RENDERED AS STATED HEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT HEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

Date: 01/26/2024

Signature: \_\_\_\_\_

Federal ID #: 061032273  
 Official Position: Clerk

Kindly return a copy of this order confirmation with your payment so that we can assure you proper credit.

**Home News Tribune**  
 Gannett New York-New Jersey LocaliQ  
 PO Box 6312102, Cincinnati, OH 45263-1202

PERTH AMBOY BUSINESS IMPROVEMENT CORPORATION, INC.  
OPMA- Public Meeting

RE: Public Meeting- Executive Session Notice

Please be advised that the Perth Amboy Business Improvement Corporation, Inc. will hold a regular board meeting at City Hall Council Chambers on Tuesday, January 30, 2024 at 4:00 p.m.. The meeting will also consider the following resolution:

R-01-01/24- Authorizing an Executive/Closed Session at the January 30, 2024 meeting to discuss legal matters regarding certain governance issues and administration.

The meeting agenda will be available online on the Business Improvement Board page at [www.perthamboyni.org](http://www.perthamboyni.org), under the tab "Public Documents."

(\$14.04)

**PERTH AMBOY BUSINESS IMPROVEMENT CORPORATION, INC.**

City Hall  
260 High Street  
Perth Amboy, NJ 08861  
(732) 442-6421



---

**Sergio Diaz, Chairman**

February 13, 2024

Tailored for Success  
Franchesca Torres, Owner  
269 Smith Street  
Perth Amboy, NJ 08861

Dear Mrs. Torres,

I am pleased to inform you that your application to the Perth Amboy Business Improvement Corporation, Inc. (PABIC) – Façade Grant Program *has been finalized by the Façade Committee and by the PABIC Board.* Enclosed please find **Check No.** \_\_\_\_\_ in the amount of **\$5,000.00** for the façade improvements of Tailored for Success located at 269 Smith Street

This grant program is intended to assist business owners within the central business district with beautifying and renovating their storefronts and facades. In addition, the Business Improvement Corporation, Inc. is designed to develop a close working relationship with all businesses, offer opportunities for growth through a comprehensive marketing program and provide them with the tools to attract more customers.

On behalf of the PABIC board, congratulations on your recent investment in your business and much-continued success at your new business.

Sincerely,

Noelia Colon  
Executive Director

cc: *Hon. Helmin J. Caba, Mayor*  
*Sergio Diaz, PABIC Chairman*  
*James Snyder, Façade Committee Chair*  
*PABIC Board*

**PERTH AMBOY BUSINESS IMPROVEMENT CORPORATION, INC.**  
City Hall  
260 High Street  
Perth Amboy, NJ 08861  
(732) 442-6421



---

**Sergio Diaz, Chairman**

February 13, 2024

La Primavera Bakery  
Misael Torres, Owner  
278 Smith Street  
Perth Amboy, NJ 08861

Dear Mr. Torres,

I am pleased to inform you that your application to the Perth Amboy Business Improvement Corporation, Inc. (PABIC) – Façade Grant Program *has been finalized by the Façade Committee and by the PABIC Board*. Enclosed please find **Check No. \_\_\_\_\_** in the amount of **\$5,000.00** for the façade improvements of La Primavera Bakery located at 278 Smith Street

This grant program is intended to assist business owners within the central business district with beautifying and renovating their storefronts and facades. In addition, the Business Improvement Corporation, Inc. is designed to develop a close working relationship with all businesses, offer opportunities for growth through a comprehensive marketing program and provide them with the tools to attract more customers.

On behalf of the PABIC board, congratulations on your recent investment in your business and much-continued success at your bakery.

Sincerely,

Noelia Colon  
Executive Director

cc: *Hon. Helmin J. Caba, Mayor*  
*Sergio Diaz, PABIC Chairman*  
*James Snyder, Façade Committee Chair*  
*PABIC Board*



60 ENGLE ST. ENGLEWOOD, NJ 07631  
TEL: 201-894-0021 \* FAX: 201-567-2708

January 26, 2024

Perth Amboy Business Improvement Corporation, Inc.  
260 High Street  
Perth Amboy, NJ 08861

**RE: ENGAGEMENT LETTER FOR BUSINESS BOOKKEEPING SERVICES**

Dear Noelia Colon,

This letter agreement shall confirm the terms of engagement by Perth Amboy Business Improvement Corporation, Inc.'s ("Client") of Ospino Consulting LLC ("Contractor") for the business bookkeeping services more fully set forth herein (this "Agreement").

**1. SCOPE OF SERVICES**

Beginning 01/01/2024 and continuing until 05/31/2024 (the "Term"), Contractor will provide Client the following business bookkeeping services (the "Services"):

- (a) Reconciliation of up to three (3) banking or other financial accounts with their corresponding statements each month for proper account balance and identification of any errors. Contractor will make correcting entries directly to Client's Quickbooks account and identify the source of each adjustment. Contractor will provide Client with written notification each month of any adjustments with explanations for same;
- (b) Posting of all business bank and credit card transactions;
- (c) Review, analysis and reconciliation of general ledger accounts for accuracy and conferring with Client regarding questionable transactions.
- (d) Preparation and recording of all necessary journal entries to reflect correct accounting records;
- (e) Review Sales Journal and preparation of Sales Tax Returns (if applicable);
- (f) Precision Accounting services with accruals and prepayments;
- (g) Maintenance of fixed asset register;
- (h) Filing of annual reports;
- (i) Full management reporting on a monthly basis;
- (j) Monitoring of receivable and payable accounts;
- (k) Processing of up to 12 bill payments each month via the Bill.com billing application maintained by Contractor; as more fully set forth in the Workflow Chart attached hereto at **Schedule 1**, and made a part hereof;



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- (l) Preparation and filing of 1099s for 2023; and
- (m) Unlimited email and telephone support.

Contractor represents and warrants to Client that (a) it is skilled, experienced and duly licensed to provide the Services; (b) it will perform the Services competently and in accordance and compliance with the applicable standard of care in its profession and industry; and (c) will perform the Services in compliance with the federal, state, and local applicable laws and regulations.

## 2. FEES

Contractor's Fee for the Services shall be \$1,347.00.00 per month plus reimbursed reasonable out-of-pocket expenses pre-approved in writing by the Client. Contractor shall bill Client monthly for the Services and Client shall pay Contractor within fifteen (15) days of the invoice date, unless a different period is specified in the invoice Any additional accounting services requested pursuant to a Change Order will be billed separately to Client.

All invoices are payable by recurring monthly charge via ACH (Automated Clearing House Network) using Contractor's ACH authorization form. Any returned ACH due to NSF (Non-Sufficient Funds) is subject to a \$50.00 charge. Billings become delinquent if not paid within fifteen (15) days of the invoice date and are subject to two percent (2%) late fee per month. If billings are past due in excess of forty-five (45) days, Contractor will stop all work until Client's account is brought current, or Client withdraws from the engagement.

Client acknowledges and agrees that Contractor is not required to continue work in the event of failure to pay on a timely basis for Services rendered as required by this Agreement. Client further acknowledges and agrees that in the event Contractor stops work or withdraws from this engagement as a result of the Client's failure to pay on a timely basis for Services rendered as required by this Agreement, except for fraud or willful misconduct by Contractor or its employees or agents, Contractor shall not be liable for any damages that occur as a result of its ceasing to render Services under this section.

## 3. LIMITATION OF THE SERVICES

- (a) Contractor's engagement is strictly limited to the Term, Services and Fees specifically set forth in this Agreement. Client and Contractor may from time to time adjust the Term, scope of the Services and pricing for same but only by written amendment executed by both parties (an "Amendment").
- (b) Contractor is not a certified public accountant. For clarity, Contractor is not carrying out, and the Services do not constitute, an audit, review, or compilation of Client's financial statements. Contractor will not participate in, provide advice about, or serve as Client's representative in any IRS audit, investigation, or dispute but will cooperate with Client and provide any information or answer questions about the Services.
- (c) For clarity, Contractor have not been engaged to, and will not, provide financial advice, perform management functions, or make business decisions on Client's behalf, and Contractor have no responsibility for Client's decisions or actions. Client is responsible for making Client's own evaluations



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and decisions regarding any materials, information, and recommendations Contractor may make in providing the Services. If during the course reconciliation of accounts, Contractor identifies charges that appear suspicious or out of the ordinary, Contractor will so notify Client in writing.

- (d) Client understands and agrees that Contractor will strictly rely on the accuracy of the information Client provides to Contractor and will not independently verify the information Client provides for accuracy or completeness. If Client identifies any material error in any information Client has provided Contractor, Client will promptly notify Contractor. Except as already set forth herein, if any material errors, anomalies, or indications of fraud come to Contractor's attention, Contractor will provide Client written notification of same and may ask for clarification but under no circumstances shall anything contained in this Agreement be construed to impose any liability on Contractor for failing to notify Client of any fraudulent, irregular, or erroneous charges appearing on any of Client's statements, except for gross negligence or fraud or willful misconduct by Contractor or its employees or agents.
- (e) Contractor has no responsibility to identify and communicate significant deficiencies or material weaknesses in Client's internal controls systems and procedures for ensuring the integrity of financial and accounting information under this Agreement and this Agreement should not be construed to include Contractor's disclosure of such matters.

#### 4. CLIENT RESPONSIBILITY

The Client shall be responsible for:

- (a) providing Contractor with the complete copies or access to financial information Contractor needs to provide the Services, including, without limitation, bank statements, tax returns, cash receipt reports, deposit slips, cash disbursements, check registers, complete listing of assets, payroll records, contracts, and other financial or organizational records as may be requested by Contractor. Client will provide this information to Contractor upon request. In addition, upon request, Client will provide Contractor with access to any online accounts, software, or other systems, such as QuickBooks, that Client uses in Client's work to record financial transactions and make bookkeeping/ accounting entries. Client understands that timely performance by Contractor of the Services requires prompt responses by Client to Contractor's e-mail and other communications, and to Contractor's requests for documents.
- (b) adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements. Furthermore, Client is responsible for management decisions and functions, for designating a competent employee to receive and request any of the Services Contractor provides, and for evaluating the adequacy and results of those Services.
- (c) the design and implementation of programs and controls to prevent and detect fraud, and for informing Contractor about all known or suspected fraud affecting the Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on financial statements.





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- (d) informing Contractor of Client's knowledge of any allegations of fraud or suspected fraud affecting the Client received in communications from employees, former employees, regulators, or others.
- (e) identifying and ensuring that the Client complies with applicable laws and regulations.

Any failure by Client to provide such documents and information, or to do so on a timely basis, will impede Contractor's ability to perform the Services, and may require Contractor to suspend Services or withdraw from the engagement. Client agrees to accept responsibility for any effect on Client's accounting records and financial statements of basic financial information or transaction documents not submitted to Contractor for processing and entry, or losses that may result from their absence.

For purposes of entry of the financial information from Client's basic transaction documents, classification according to the agreed-upon chart of accounts will be performed by Client or Client's employees. As business conditions change, Contractor may mutually agree in writing to change/modify this arrangement.

Client agrees that these documents should be forwarded to Contractor's office on a periodic basis, such as monthly, as this will enable Contractor to provide Client with a current, meaningful and useful financial statement.

## **5. RETENTION POLICY**

In conformity with the IRS requirements, Contractor recommends that Client adopt a seven (7) year records retention policy keeping all accounting records and work papers related to the engagement. When records are returned, it is Client's responsibility to retain and protect them for future use, potential examination by any government or regulatory agency, or for any other business purpose.

## **6. INDEPENDENT CONTRACTOR**

Contractor is an independent Contractor. Contractor will have sole discretion over, and sole responsibility for, the planning, method, means, sequencing, and time of Contractor's work. Contractor will be responsible for recruiting, training, placing, managing, and compensating any employees or others Contractor engages in carrying out the Services. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither of Client or Contractor has the power or authority to bind or obligate the other to a third party or commitment in any manner.

## **7. INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all third party suits, claims, damages and liabilities (including reasonable attorney's fees and costs of suit incurred by such indemnitees in settling or litigating same) arising out of the negligence or willful misconduct of Contractor or its officers, directors, employees or agents (or any violation of federal, state or local laws or regulations by them). This indemnification shall survive the expiration or termination of this Agreement or completion of the Services.



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## **8. INSURANCE**

Contractor agrees that during the term of this Agreement and for three (3) years thereafter, Contractor shall carry and maintain in effect adequate General Liability and Professional Liability Insurance with a reputable insurance carrier in good standing authorized to issue such policies in the State of New Jersey in sufficient coverage amounts to cover its indemnification obligations under this Agreement and to provide proof of same to Client.

## **9. LIMITATION OF LIABILITY**

Except for any liability by Contractor to Client under the indemnification provision above and except in the event of Contractor's gross negligence, willful misconduct or fraud, neither Client nor Contractor will be liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this Agreement, even if the other party has been apprised of the likelihood of such damages. Contractor's total liability in respect of an engagement will not exceed that which Client have paid or will pay to Contractor in fees under the Services, except that no such limitation will apply in respect of liabilities involving Contractor's gross negligence, willful misconduct, or fraud.

## **10. CONFIDENTIALITY**

Contractor will not use or disclose to any third party any confidential information Client provided Contractor, including, without limitation, information regarding Client's finances, donors, operations, employees, programs, fundraising, and patrons ("Confidential Information"), for any purpose other than carrying out Contractor obligations under this Agreement, without first having obtained Client's prior written consent, except as required by law. All Confidential Information furnished by Client is and will remain Client's property. "Confidential Information" does not include information that is generally available to the public, information already known by Contractor before entering into this Agreement, or information Contractor independently develop.

## **11. TERMINATION**

Either party may terminate this Agreement (including any amendments thereto), at any time, for convenience, with or without cause. Such a termination will be effective thirty (30) days after receipt of notice by the non-terminating party. Termination of the Agreement will have these consequences: (a) Contractor will follow Client's reasonable instructions concerning disposition of Client's Confidential Information and its financial records and electronic files and records; and (b) Client will pay Contractor for Contractor undisputed work then in progress, as invoiced by Contractor if Client decides in its sole discretion to permit Contractor to continue such work. If payment for work then in progress is due, Client will pay Contractor within thirty (30) days after the later of receiving Contractor's invoice or the effective date of termination. Contractor will also cooperate in transition activities, including providing information to a successor bookkeeping service provider. Sections 2, 7, 8, 9, 10, 11 and 17 will survive any termination of this Agreement.

## **12. ENTIRE AGREEMENT**

This Agreement (and any written and signed amendments thereto), expresses the final, complete, and exclusive agreement between Contractor and Client, and supersedes any and all prior or contemporaneous written and oral



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agreements or communications between Contractor and Client relating to its subject matter. If there are any inconsistencies between any exhibit and the text of this Agreement, the text of the Agreement (as it may be amended) will control.

### **13. AMENDMENT**

This Agreement may be amended only as stated in and by a writing signed by both Contractor and Client reciting that it is an amendment to this Agreement.

### **14. SEVERABILITY**

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

### **15. WAIVER**

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any other breach or of the right to enforce any provision of this Agreement.

### **16. NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the exclusive benefit of Contractor and Client, and not for the benefit of any third party.

### **17. GOVERNING LAW**

This Agreement will be governed by the laws of the State of New Jersey and any and all disputes arising under this Agreement and any amendments thereto shall be litigated in the Superior Court of New Jersey, Law Division, Middlesex County.



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**16. COUNTERPARTS**

This Agreement may be executed in one or more counterparts (such as PDFs), each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or email of executed counterparts constitutes effective delivery.

If the foregoing is in accordance with Client's understanding, please sign the Engagement Letter in the space provided and return it to the undersigned.

Thank You for this opportunity to serve you!

Sincerely,

OSPINO CONSULTING

---

Karem Ospino  
CEO

APPROVED:

PERTH AMBOY BUSINESS IMPROVEMENT CORPORATION, INC.

---

Sergio Diaz, Chairman



# SUPLEE, CLOONEY & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

308 East Broad Street, Westfield, New Jersey 07090-2122

Telephone 908-789-9300

Fax 908-789-8535

E-mail [info@scnco.com](mailto:info@scnco.com)

Board of Trustees  
Perth Amboy Business  
Improvement Corporation, Inc.  
City of Perth Amboy  
260 High Street  
Perth Amboy, New Jersey 08861

We appreciate the opportunity to submit a proposal to audit the Perth Amboy Business Improvement Corporation, Inc. for the year ended December 31, 2023.

We will audit the statement of financial position as of December 31, 2023 and the related statements of activities and cash flows for the year then ended.

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide reports (which do not include opinions) on internal control related to the financial statements and compliance with laws, regulations, and the provisions or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

# SUPLEE, CLOONEY & COMPANY

Perth Amboy Business  
Improvement Corporation, Inc.

-2-

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Identifying and ensuring that Organizations comply with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of your Organization's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

You are responsible for establishing and maintaining internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the establishment and maintenance of adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. You are responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. You are also responsible for identifying and ensuring the Organization complies with applicable laws and regulations.

# SUPLEE, CLOONEY & COMPANY

Perth Amboy Business  
Improvement Corporation, Inc.

-3-

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on your Organization's financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. (Tests of controls are required only if control risk is assessed below the maximum level.) Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

*Government Auditing Standards* require that we provide you with a copy of our most recent quality control review report. Our peer review report accompanies this letter.

Based on our preliminary estimates, the fee should approximate \$4,500.00 for the audit. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Fees for additional services requested by your Organization will be mutually agreed upon prior to the commencement of any work.

We warrant that our services and advise will comply with and meet the standard of care which applies to auditors in the State of New Jersey.

**SUPLEE, CLOONEY & COMPANY**

Perth Amboy Business  
Improvement Corporation, Inc.

-4-

We appreciate the opportunity to be of service to your Organization and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Yours very truly,

SUPLEE, CLOONEY & COMPANY

*Robert J. Butvilla*

---

Robert J. Butvilla, Partner

January 31, 2024

RJB:tc

RESPONSE:

This letter correctly sets forth the understanding of the Perth Amboy Business Improvement Corporation, Inc.

OFFICER SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**RESOLUTION  
BY THE BOARD OF DIRECTORS OF  
DOWNTOWN PERTH AMBOY BUSINESS IMPROVEMENT CORPORATION, INC.  
(PABIC) AUTHORIZING EXECUTIVE CLOSED SESSION**

**WHEREAS**, on February 13, 2024, the Board of Directors of the Perth Amboy Business Improvement Corporation, Inc. (“the PABIC” or “the Corporation”), a non-profit corporation, held a Public Meeting after duly notifying the public pursuant to and in compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 (“the Act”);

**WHEREAS**, at said meeting, upon quorum being established, a motion was made pursuant to the Act to hold an executive “closed session” in order to discuss legal matters regarding certain governance issues and administration; and

**WHEREAS**, this Resolution is intended by the PABIC and its Board to memorialize the corporate action taken by the PABIC through its Board; and

**NOW, THEREFORE**, it is hereby resolved on Tuesday, February 13, 2024, by the Board of Directors of the Perth Amboy Business Improvement Corporation, Inc. as follows:

1. THAT at the February 13, 2024 meeting the PABIC Board of Directors shall conduct an executive “closed session” to discuss legal matters regarding certain governance issues and administration; and
2. THAT the Minutes of the February 13, 2024, meeting when issued and approved at the next PABIC Board meeting to be held in March 2024 shall summarize the closed session discussion.

**ADOPTED this 13<sup>th</sup> of February 2024 at a duly noticed public meeting,**

**PERTH AMBOY BUSINESS IMPROVEMENT CORPORATION, INC.**

\_\_\_\_\_  
**Sergio Diaz, Chairman**

\_\_\_\_\_  
**Lisett Lebron, Secretary**

**ATTEST to form:**

\_\_\_\_\_  
**Noelia Colon, Executive Director**

February 13, 2024

Reso: No. R-02/02-24

VOTE:

<b>First Name</b>	<b>Last Name</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>
<b>Sergio</b>	<b>Diaz</b>			
<b>Antonio</b>	<b>Abreu</b>			
<b>Kaushik</b>	<b>Patel</b>			
<b>Lisett</b>	<b>Lebron</b>			
<b>Helmin J.</b>	<b>Caba</b>			
<b>Milady</b>	<b>Tejeda</b>			
<b>James</b>	<b>Snyder</b>			