

RESOLUTION 2026-185

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG
HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE EXECUTION OF A FINANCIAL AND
ACCOUNTING CONSULTING AGREEMENT WITH THOMAS
LOMBARSKI, CPA, RMA**

WHEREAS, there exists a need for Financial and Accounting Consulting for the Township of Little Egg Harbor; and

WHEREAS, Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, authorizes the award of contracts for "Professional Services" without competitive bids; and

WHEREAS, a determination of value has been made by the Township that said contract shall be a value below the bid threshold of \$17,500; and

WHEREAS, said appointment is made as a non-fair and open process authorized by N.J.S.A. 19:44A:20.2 *et seq.*; and

WHEREAS, Thomas Lombarski, CPA, RMA is duly qualified to serve as the Township as a Financial and Accounting Consultant; and

WHEREAS, it is the desire of the Mayor and Governing Body to appoint Thomas Lombarski, CPA, RMA as Financial and Accounting Consultant for the Township of Little Egg Harbor in accordance with the terms of this Resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey, as follows:

1. That governing body does hereby appoint Thomas Lombarski, CPA, RMA as Financial and Accounting Consultant for the Township of Little Egg Harbor for a term of one (1) year, commencing September 1, 2026 and ending August 31, 2027.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the attached agreement with Thomas Lombarski, CPA, RMA as Financial and Accounting Consultant in accordance with the provisions of this resolution.

3. That this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because it is for services to be performed by a person or persons authorized by law to practice a recognized profession.

4. That this contract is awarded pursuant to a non-fair and open public solicitation process in compliance with Ch. 19, P.L. 2004.

5. That the agreement shall be an open-ended contract with funds being encumbered contingent upon the availability of funds in the budget year. No services shall be rendered under the contract until the Chief Financial Officer has certified the availability of funds for such services. The compensation to Thomas Lombarski, RMA shall not exceed \$10,000.00 under the term of the agreement, without further Resolution from the governing body.

6. That a notice of this action shall be printed once on the official Township website of the Township of Little Egg Harbor.

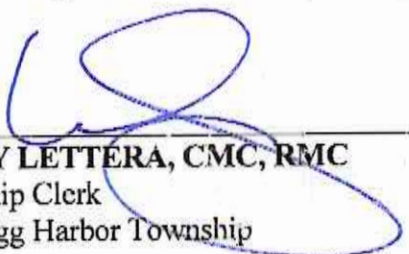
7. That a copy of the written determination of value by the Interim Township Administrator shall be placed on file with this resolution.

8. That this resolution shall take effect immediately.

9. That a certified copy of this resolution shall be provided by the Township Clerk to the New Jersey Department of Community Affairs, Local Government Services, Chief Financial Officer and Thomas Lombarski, CPA, RMA.

CERTIFICATION

I, **KELLY LETTERA, RMC, CMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **9th** day of **July, 2026**.



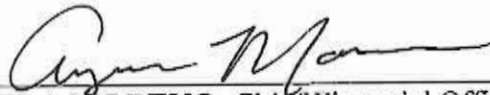
KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **ANGELA MORENO** Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for an open-ended contract with Thomas Lombarski, CPA, RMA as Financial and Accounting Consultant.

The amount of the contract to be awarded under this resolution is determined not to exceed \$10,000.00 which sum is based upon a reasonable estimate of the financial and accounting services required over the contract term. The Township of Little Egg Harbor is not obligated to spend this amount and is permitted to exceed this amount during the course of performance of this contract.

The funds which are available for this open-ended contract are found in the following line item appropriation(s): 6-01-20-705-105



ANGELA MORENO, Chief Financial Officer
Township of Little Egg Harbor

**CEO & ACCOUNTING CONSULTING AGREEMENT BETWEEN THE
TOWNSHIP OF LITTLE EGG HARBOR AND THOMAS LOMBARSKI**

THIS AGREEMENT, made this 1st day of August, 2026;

BETWEEN: **THE TOWNSHIP OF LITTLE EGG HARBOR**, a Municipal Corporation
Politie of the State of New Jersey, having its principal offices located at 665
Radio Rd, New Jersey, 08087, hereinafter referred to as
"Little Egg Harbor Township or LEH".

AND: Thomas Lombarski, CPA, RMA

WHEREAS, Angela Moreno, Chief Financial Officer for the Township of Little Egg Harbor is in her initial year of employment as a CFO, and may need additional assistance to perform all necessary functions within its finance department; and

WHEREAS, the Township of Barnegat had provided the assistance of its personnel to LEH, namely Mr. Thomas Lombarski, CPA, RMA, who served as Chief Financial Officer of Barnegat Township for 11 years and possesses specialized skills, knowledge and expertise in the area of Municipal Finance; and

WHEREAS, the Parties would like to continue, on an as needed basis, set forth their arrangement in writing for the provision of financial and accounting consulting services pursuant to N.J.S.A. 40A:11-5; and

NOW, THEREFORE, the parties hereunder **DO AGREE** as follows:

- 1' Thomas Lombarski shall provide financial and accounting consulting services to Little Egg Harbor Township as needed, effective September 1, 2026 through August 31, 2027.
- 2' LEH shall pay Mr. Lombarski at a rate of \$150 an hour for these financial services upon mutual agreement not to exceed \$10,000 per fiscal year. This will include any answered phone calls and emailed questions (at a minimum of 1/5 hour per occurrence) and if needed by LEH, the preparation of various financial documents. If assistance is needed for the completion of the Annual Debt Statement, Annual Financial Statement, financial schedules, documents, budgets, etc. the hourly rate will apply. However, if LEH desires Mr. Lombarski to complete those required annual documents entirely, the following additional fees will be billed at the greater of the hourly rate or: Annual Debt Statement (\$1,000), Annual Financial Statement (\$4,500), financial schedules/exhibits (\$2,500), Municipal Budgets (\$3,000).
- 3' LEH shall issue payment for the financial and consulting services authorized under this Agreement directly to Mr. Lombarski, (upon submission of a monthly invoice), on a monthly basis for which payment shall be made in due course by LEH at their monthly meeting.

- a. In addition, if needed, Mr. Lombarski will be reimbursed directly at the current IRS rate for vehicle mileage and related tolls traveled from his home to the Little Egg Harbor Twp municipal building for each day a trip is made to LEH.
4. LEH shall furnish Mr. Lombarski the office supplies, equipment, IT services, and space necessary to properly perform financial services to supplement the duties of LEH's Chief Financial Officer.
5. In accordance with N.J.S.A. 40A:11-15 this Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided. The Chief Financial Officer of LEH shall certify that sufficient funds are (or will be) available in the current municipal budget for this agreement or by budget amendment as deemed appropriate.
6. The Term of this Agreement shall be month to month. It is the intent of the parties to review and evaluate this Agreement after the initial 30 days from the date of the original agreement. This Agreement may be terminated by either of the parties with a 30 day written notice.
7. This Agreement constitutes the entire Agreement between LEH and Thomas Lombarski and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.
8. The parties agree that this Agreement was prepared under the authority of the State of New Jersey and therefore shall be interpreted by the laws of that State.
15. The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate Resolution of each entity.
9. **Hold Harmless and Indemnification.** The Parties shall indemnify and hold the other Party, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services to LEH, so long as the actions upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of the LEH and were not beyond the scope of performing official duties on behalf of the LEH and were not performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third party.

the pursuit of remedies in a court of competent jurisdiction. Costs associated with any arbitration shall be borne equally between the parties. Arbitration shall not be a prerequisite for either party seeking legal remedy in a court of competent jurisdiction.
16. **Good Faith Covenant.** The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.

17. Severability. Should any provision of this Agreement be declared or determined by any Court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said legal, unenforceable or invalid part, term, or provision(s) shall be deemed not to be part of this Agreement.
18. Jurisdiction. This Agreement shall be governed by the laws of the State of New Jersey, and the Superior Court of New Jersey, Ocean County Vicinage, shall have jurisdiction over, and be the proper venue for, any disputes arising out of this Agreement.
19. Interpretation and Construction. The Parties agree that any rule of construction relating to ambiguities within the Agreement (*e.g.* resolving ambiguity against the drafting party) shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
20. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:



KELLY LETTERA, CMC, RMC

**LITTLE EGG HARBOR MUNICIPAL CLERK
& INTERIM ADMINISTRATOR**

TWP OF LITTLE EGG HARBOR



KENNETH LANEY, JR. MAYOR

**THOMAS LOMBARSKI
CPA, RMA**