

DISCLAIMER

THIS IS AN UNOFFICIAL DOCUMENT UNTIL APPROVED BY GOVERNING BODY

AGENDA:

MAYOR AND BOROUGH COUNCIL

BUSINESS (X)

MEETING NO.15

REGULAR ()

DATE: 7/14/14

7:00 P.M.

SPECIAL ()

ROLL CALL:	Mayor Krenzel	()		Atty:	_____
	Clm. Guindi	()	Clm. Jones	Eng:	_____
	Clm. Haussermann	()	Clm. Trenga	Adm:	_____
	Clm. Hutchison	()	Clm. Roselli	:	_____

Public Announcement - Chapter 231, P. L. 1975

PUBLIC COMMENTS (agenda items only)

MINUTES

Minutes of Meeting No. 14 held on June 23, 2014

REPORTS

1. CFO/Treasurer
2. Professional staff
3. Departments

LICENSES

Magic Truck – Ice Cream Vendor (**Attachment A**)

NEW BUSINESS

- Refund of electric consumer deposits (**Attachment B, C**)
- Property Tax refund – Block 395, Lot 15 (**Attachment D**)
- Refund of Construction Code Fees – Block 264.1, Lots 2, 10
- Refund of Fire Prevention Fees
- Appoint Zaruhi Gasparyan as Substitute Crossing Guard (**Attachment E**)
- Authorize Prescription Plan and Dental Renewal (**Attachment F**)
- Approve Special Events Permit VFW Post 1451/Request to waive permit fee and bond (**Attachment G**)
- Capital requests (**Attachment H**)
- Renewal of Verizon Ordinance (**Attachment I**)
- Approve Mercantile: EHB Roma Pizza (**Attachment J**)
- Jeffrey Avenue Drainage Ditch
- Virginia Street Vacation
- Monush Street – Little League

UNFINISHED BUSINESS

- Municipal Alliance (**Attachment K**)
- 268 Main St. – 15 min. parking limit
- Property Vacation request/Authorize Agreement with Daniel Rudy regarding Title Search/Survey (**Attachment L**)
- Camera surveillance – parking lots
- Lincoln School/Ch. 350 Zoning amendment
- Firehouse site – demolition/site remediation (K of C/Fink/Boxing Club)
- Firehouse Cost Estimates
- Obert St. Parking Lot (**Attachment M**)
- 2014 Roadway Improvements (**Attachment N**)
- Board of Education electric/interest rates
- Generators/Award contract (**Attachment O**)

COUNCIL COMMENTS

EXECUTIVE SESSION

- Personnel
- Contracts
- Property Acquisition

ADJOURNMENT

7/11/2014 1:08:08 PM

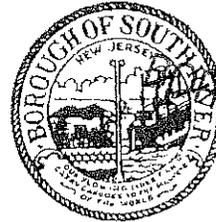
New Ice Cream Truck

RECEIVED *A*

JUN 12 2014

MUNICIPAL CLERK

BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY
NEW JERSEY
08882-1247



**APPLICATION FOR LICENSE REGULATING
MOBILE RETAIL FOOD ESTABLISHMENTS
(Ord. 2009-48)**

ALL LICENSES SHALL EXPIRE ON DECEMBER 31 OF THE YEAR IN WHICH ISSUED

The undersigned hereby makes application for a license under the above entitled ordinance and makes the following representations:

1. Name under which business is to be conducted:
Magic Truck Ice Cream

2. Applicant's name (if corporation, give names and addresses of president and secretary; if a partnership, give names and addresses of all partners)
Margaret DiGiorgi

3. Present residence address and address of business if different
113 Old Bridge Tpke, East Brunswick N.J

Residence over the past five years (if individual)

4. Home Telephone Number: _____ Cell Number: (132)6198285
Business Number: _____

5. Location or route within the Borough where the business is to be conducted.
South River, N.J

6. Addresses and municipalities in which the business has operated for the past five years
New Business

7. Nature of business:
Ice Cream Truck

Request for Council Action

Date: 7/9/14

Resolution: ✓

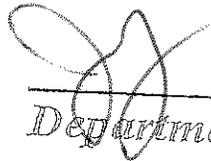
Ordinance: _____

Other Reason for Request (Attach Back-up)

UTILITY REFUNDS

STATE LIFELINE REFUNDS

Funds Appropriated: yes no not applicable



Department Head



Approval/Disapproval Administrator

RES: 2014

JULY 28, 2014

B

RESOLUTION

WHEREAS, the official utility records of the Borough of South River, New Jersey show certain refunds which include electric, water and consumer deposits (CD); and

WHEREAS, the Collector of Utility Revenue recommends that the following refunds should be made to the consumer noted herein below listed; and

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Borough Council of the Borough of South River that the Collector of Utility Revenue is hereby authorized to make the following refunds and adjustments indicated below and any attached list.

<u>ACCOUNT #</u>	<u>PAYABLE TO:</u>	<u>AMOUNT OF CHECK</u>
65-999-000-775 CD	KATHERINE BAGNATO 293 COZZENS CT EAST BRUNSWICK, NJ 08816	\$36.63
65-999-000-452 CD	BRIDGEWAY REHAB 720 KING GEORGE RD SUITE 111 FORDS, NJ 08863	\$32.91
65-999-001-006 CD	KENNETH BROTZ 146 NEW ST NEW BRUNSWICK, NJ 08901	\$137.71
65-999-001-270 CD	BRIDGET BYRD 10 SUMMIT RD F10A SOUTH RIVER, NJ 08882	\$112.51
65-999-000-400 CD	SHANNON DEMARTINI 3071 ENGLISHTOWN RD. MONROE TOWNSHIP, NJ 08831	\$72.91
65-999-853-205 CD	P DENBLEYKER & K MASON 385 RIDGE RD DAYTON, NJ 08810	\$96.78
65-999-000-410 ELEC CURRENT	M DRUDY, J MILNER & P MCCUTCHEON 40 EAST ST SOUTH RIVER, NJ 08882	\$48.00
65-999-000-452 CD	FAMILY & CHILDREN'S SERVICE REP PAYEE FOR SS BENEFICIARIES 191 BATH AVE PO BOX 505 LONG BRANCH, NJ 07740	\$170.39
65-999-000-804 CD	JUAN C FERREIRA & NINOSKA P PEREZ 139 KAMM AVE SOUTH RIVER, NJ 08882	\$10.84
65-999-000-649 CD	GUADALUPE GALINDO & NOEL SANCHEZ 16 MILLSTONE RD SOMERSET, NJ 08873	\$12.16
65-999-868-022 CD	HAIR MILLENUM 27 DUCHESS DRIVE MONROE TOWNSHIP, NJ 08831	\$19.83

65-999-001-242 CD	CHAD HAUCK 518 GREGORY AVE APT A301 WEEHAWKEN, NJ 07086	\$89.11
65-999-000-731 CD	BRIAN KREMPECKI & LAUREN BENNETT 43 WILCOX AVE SOUTH RIVER, NJ 08882	\$52.05
65-999-854-041 CD	LIZBETH LOPEZ & NANAYAW OFORI 48 B PHELPS AVE NEW BRUNSWICK, NJ 08901	\$262.97
65-999-852-897 CD	SUSAN MARKOWSKI 20 WOJIE WAY APT 319 SOUTH RIVER, NJ 08882	\$281.66
65-999-852-897 CD	SUSAN MCHUGH P O BOX 6291 MONROE TOWNSHIP, NJ 08831	\$66.77
65-999-001-410 CD	PANSY PETERSON 10 W ALTON ST OLD BRIDGE, NJ 08857	\$69.86
65-999-000-655 CD	ANA RAMOS 64 ARMSTRONG AVE SOUTH RIVER, NJ 08882	\$59.22
66-999-924-319 WTR CURRENT	BONNIE ROMAN 29 NEWELL AVE NEW BRUNSWICK, NJ 08901	\$351.21
65-999-873-225 CD	CARLOS SANABRIA 725 PARALLEL AVE KANSAS CITY KS 66101	\$105.03
65-999-001-008 ELEC CURRENT	KSHITIJ & BHAWNA SAZENA 22 CONTINENTAL CT SOUTH RIVER, NJ 08882	\$35.60
66-999-935-727 ELEC CURRENT	JEFFREY WATSON 232 NELSON AVE STATEN ISLAND, NY 10308	\$16.93
66-999-921-954 WTR PREV	VALENTINA ZELAGIN & D POPOW 31 PRENTICE AVE SOUTH RIVER, NJ 08882	\$23.99
66-999-919-006 WTR CURRENT	ZLATAN & LUBA ZIFOVSKI 28 MAIN ST SOUTH RIVER, NJ 08882	\$4.00

/s/ _____
Councilmember

/s/ _____
Councilmember

RES: 2014

JULY 28, 2014

C

RESOLUTION

WHEREAS, the official utility records of the Borough of South River, New Jersey show certain adjustments, recessions, amendments, cancellations, corrections, refunds and uncollectibles should be made on certain accounts due to various reasons; and

WHEREAS, the Utility Collector recommends these changes as listed; and

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED that the Borough Utility Collector be and he is authorized to make the necessary adjustments, indicated below and any attached list.

<u>UTILITY CUSTOMER ACCOUNT NUMBER</u>	<u>REASON</u>	<u>AUTH</u>	<u>YEAR</u>	<u>AMOUNT</u>
KIRKIEWICZ, ELEANOR 10 Darrow Street South River, NJ 08882 #65-999-949-213	Elec Credit	Refund	2014	\$32.26
	STATE LIFELINE			

DATED:

/s/ _____
Councilmember

/s/ _____
Councilmember

Request for Council Action

Date: 6/23/14

Resolution: i

Ordinance: _____

Other Reason for Request (Attach Back-up)

Funds Appropriated: yes no not applicable



Department Head



Approval/Disapproval Administrator

RES-2014

July 28, 2014

D

PROPERTY TAX REFUND

WHEREAS, the official tax records of the Borough of South River, New Jersey show certain adjustments, recessions, amendments, cancellations, corrections, refunds, and uncollectible should be made on certain accounts due to various reasons; and

WHEREAS, the Tax Collector recommends these changes as listed; and

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED that the Borough Tax Collector be and he is authorized to make the necessary adjustments, indicated below and any attached list.

<u>Block</u>	<u>Lot</u>	<u>Reason</u>	<u>Name& Address</u>	<u>Property Location</u>	<u>Amount</u>
395	15	Overpayment	Linda & Scott Gervasi 15 Mako Ct South River, NJ 08882	15 Mako Ct	1,904.56



SOUTH RIVER POLICE DEPARTMENT

Mark E. Tinitigan
Chief of Police
61 Main Street
South River, NJ 08882-0548
Phone: (732) 238-1000
Fax: (732) 613-6103

June 26, 2014

To: Frederick Carr
Business Administrator

From: Mark E. Tinitigan
Chief of Police

Re: Crossing Guard (Substitute Position)

Fred,

After the completion of an extensive background investigation, I am recommending the following person for the position of Substitute Crossing Guard:

- Zaruhi Gasparyan

If you have questions or concerns regarding this issue, please do not hesitate to contact me directly.

Respectfully,

Mark E. Tinitigan
Chief of Police
South River Police Department

Cc: John Krenzel, Mayor
Peter Guindi, Public Safety Chairperson
Jim Jones, Public Safety Committee
Michael Trenga, Public Safety Committee

Patricia Oconnor

From: Frederick Carr
Sent: Thursday, June 26, 2014 1:36 PM
To: Patricia Oconnor
Subject: FW: Substitute Crossing Guard
Attachments: Gasparyan Recommendation.docx

Agenda 14 July please

Thanks

Frederick C. Carr
Borough Administrator
Borough of South River
48 Washington Street
South River, NJ 08882
(732) 257 - 1999 ext. 120
(848) 992 - 6357 (Cell)

WARNING: Email received by or sent to Borough officials is subject to the Open Public Records Act [OPRA]. This means that absent some specific privilege, all such communications are considered a public record and are subject to publication and/or dissemination to the public upon request.

From: Mark Tinitigan [mailto:Mtinitigan@southriverpd.org]
Sent: Thursday, June 26, 2014 11:14 AM
To: Frederick Carr
Cc: Peter Guindi; James Jones; Michael Trenga; Michael Kucharski; John McKenna; Robert Maclosky
Subject: Substitute Crossing Guard

Fred,

Please review the attached regarding my recommendation for the position of Substitute Crossing Guard.



Mark E. Tinitigan
Chief of Police
South River Police Department
61 Main Street
South River, N.J. 08882
W: (732) 254-1150
F: (732) 238-2816
mtinitigan@southriverpd.org
FBI NA 247th Session



"In Valor there is Hope" - Tacitus

The information contained in this email message is intended only for the personal and confidential use recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by email and delete the original message.

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F

Prospective Rating
Horizon Dental TotalCare
Renewal Summary of Rates

Group Name: Borough of South River
Group Number: 02-096137
Renewal Period: 08/01/2014 to: 07/31/2015

Average Monthly Contract Exposure

Single	2Adults	Family	P & C	Total
7	2	5	2	16

	<u>Current Rate</u>	<u>Renewal Rates</u>	<u>Change in Premium</u>
Single	\$43.43	\$43.43	\$0.00
2Adults	\$95.45	\$95.45	\$0.00
Family	\$139.11	\$139.11	\$0.00
P & C	\$87.11	\$87.11	\$0.00

Percentage Change: 0.00%

The above Dental rates includes a broker commission of 10% of the 1st \$5,000 in premium, 4% for the next \$95,000 and 2% thereafter (10/4/2 scale).

Horizon BCBSNJ administers payment of broker commissions on Contract Holder's behalf to Contract Holder's commissioned broker. Broker commission noted herein is specifically directed, approved, and authorized by Contract Holder and Horizon BCBSNJ provides only administrative services in making broker payment and does not independently make commission payments. Contract Holder acknowledges that broker commissions are paid by its own funds and that it remains responsible to fund such commissions either as included in the premium rates or self-funded fees. Where Contract Holder approval is not had within 45 days of the effective/renewal date, Horizon BCBSNJ shall cease all administration of broker commission payments on behalf of Contract Holder and premium rates or self-funded fees shall be reduced accordingly. Additionally, Contract Holder is solely responsible for contracting with its commissioned broker and Horizon BCBSNJ is not a party to such relationship between Contract Holder and its commissioned broker.

The rates and other information set forth in this renewal are subject to final approval and acceptance by Horizon BCBSNJ.

I represent that by signing this document that I have the legal authority to accept these terms.

Group Official Name & Title: FREDERICK C CARR BOROUGH ADMINISTRATOR
(PLEASE PRINT)

Group Official Signature & Date: *Fredrick C Carr* 9 JUL 2014

Prospective Rating
Horizon Dental Option Plan
Renewal Summary of Rates

Group Name: Borough of South River
Group Number: 00-096137
Renewal Period: 08/01/2014 to: 07/31/2015

Average Monthly Contract Exposure

Single	2Adults	Family	P & C	Total
34	17	13	9	73

	<u>Current Rate</u>	<u>Renewal Rates</u>	<u>Change in Premium</u>
Single	\$44.40	\$35.52	-\$8.88
2Adults	\$97.57	\$78.06	-\$19.51
Family	\$150.16	\$120.13	-\$30.03
P & C	\$89.04	\$71.23	-\$17.81

Percentage Change: -20.00%

The above Dental rates includes a broker commission of 10% of the 1st \$5,000 in premium, 4% for the next \$95,000 and 2% thereafter (10/4/2 scale).

Horizon BCBSNJ administers payment of broker commissions on Contract Holder's behalf to Contract Holder's commissioned broker. Broker commission noted herein is specifically directed, approved, and authorized by Contract Holder and Horizon BCBSNJ provides only administrative services in making broker payment and does not independently make commission payments. Contract Holder acknowledges that broker commissions are paid by its own funds and that it remains responsible to fund such commissions either as included in the premium rates or self-funded fees. Where Contract Holder approval is not had within 45 days of the effective/renewal date, Horizon BCBSNJ shall cease all administration of broker commission payments on behalf of Contract Holder and premium rates or self-funded fees shall be reduced accordingly. Additionally, Contract Holder is solely responsible for contracting with its commissioned broker and Horizon BCBSNJ is not a party to such relationship between Contract Holder and its commissioned broker.

The rates and other information set forth in this renewal are subject to final approval and acceptance by Horizon BCBSNJ.

I represent that by signing this document that I have the legal authority to accept these terms.

Group Official Name & Title: FREDERICK C CARP BOROUGH ADMINISTRATOR
(PLEASE PRINT)

Group Official Signature & Date: Frederick C Carp 9 JUL 2014

**Prospective Rating
Horizon Dental Choice
Renewal Summary of Rates**

Group Name: Borough of South River
Group Number: 01-096137
Renewal Period: 08/01/2014 to: 07/31/2015

Average Monthly Contract Exposure

Single	2Adults	Family	P & C	Total
5	2	4	1	12

	<u>Current Rate</u>	<u>Renewal Rates</u>	<u>Change in Premium</u>
Single	\$34.79	\$34.79	\$0.00
2Adults	\$76.43	\$76.43	\$0.00
Family	\$111.40	\$111.40	\$0.00
P & C	\$69.76	\$69.76	\$0.00

Percentage Change: 0.00%

The above Dental rates includes a broker commission of 10% of the 1st \$5,000 in premium, 4% for the next \$95,000 and 2% thereafter (10/4/2 scale).

Horizon BCBSNJ administers payment of broker commissions on Contract Holder's behalf to Contract Holder's commissioned broker. Broker commission noted herein is specifically directed, approved, and authorized by Contract Holder and Horizon BCBSNJ provides only administrative services in making broker payment and does not independently make commission payments. Contract Holder acknowledges that broker commissions are paid by its own funds and that it remains responsible to fund such commissions either as included in the premium rates or self-funded fees. Where Contract Holder approval is not had within 45 days of the effective/renewal date, Horizon BCBSNJ shall cease all administration of broker commission payments on behalf of Contract Holder and premium rates or self-funded fees shall be reduced accordingly. Additionally, Contract Holder is solely responsible for contracting with its commissioned broker and Horizon BCBSNJ is not a party to such relationship between Contract Holder and its commissioned broker.

The rates and other information set forth in this renewal are subject to final approval and acceptance by Horizon BCBSNJ.

I represent that by signing this document that I have the legal authority to accept these terms.

Group Official Name & Title: FREDERICK C CARR, BOROUGH ADMINISTRATOR
(PLEASE PRINT)

Group Official Signature & Date:  9 21 2014

Borough of South River

Prescription Drug Plan Rates

August 1, 2014 Through July 31, 2015

	Enrollment	Current Benefitcard 8/1/2013	Initial Benefitcard 8/1/2014	Revised Benefitcard 8/1/2014	State Plan Proposal 1/1/2014
\$5/\$10/\$0					
Active					
SR1000					
Single:	31	\$193.73	\$216.49	\$202.54	\$185.84
Employee+Child(ren)	13	\$290.07	\$324.15	\$288.43	\$295.49
Two Adult:	26	\$397.48	\$444.18	\$415.57	\$371.68
Family:	47	\$530.58	\$592.92	\$554.72	\$481.33
	117				
Monthly Premium:		\$45,048	\$50,341	\$46,905	\$41,889
Annual Premium:		\$540,579	\$604,093	\$562,860	\$502,663
Retiree					
SR1000					
Single:	0	\$127.27	\$216.49	\$202.54	\$185.84
Employee+Child(ren)	0	\$290.07	\$324.15	\$288.43	\$295.49
Two Adult:	0	\$267.26	\$444.18	\$415.57	\$371.68
Family:	0	\$381.80	\$592.92	\$554.72	\$481.33
	0				
Monthly Premium:		\$0	\$0	\$0	\$0
Annual Premium:		\$0	\$0	\$0	\$0
COBRA					
SR1000					
Single:	0	\$127.27	\$220.82	\$202.54	\$185.84
Employee+Child(ren)	0	\$290.07	\$330.63	\$288.43	\$295.49
Two Adult:	0	\$267.26	\$453.06	\$415.57	\$371.68
Family:	0	\$381.80	\$604.78	\$554.72	\$481.33
	0				
Monthly Premium:		\$0	\$0	\$0	\$0
Annual Premium:		\$0	\$0	\$0	\$0
Annual Premium:		\$540,579	\$604,093	\$562,860	\$502,663
% Increase Over Fiscal Year Cost:			11.75%	4.12%	
Total \$ Increase Over Fiscal Year Cost:			\$63,513	\$22,281	
Annualized Premium Based on 8/1 Renewal:					
% Increase Over Fiscal Year Cost:				4.12%	0.42%
Total \$ Increase Over Fiscal Year Cost:				\$22,281	\$2,297

*Projects a 12% increase for State Plan Rx effective 1/1/2015.

June 30, 2014

RECEIVED

G.

Borough of South River,

JUN 30 2014

BOROUGH CLERK

The V.F.W. post ¹⁴⁵¹ is planning

A picnic on July 26th, 2014. We are trying
to RAISE money to pay down debts.

It would be a great help if the permit
Fees could be waived. We do a lot of
+ Performance Bonds.
charitable events for Girl Scouts,

Boy Scouts, Political Orgs, handicapped
people. If you could help us it would
be APPRECIATED.

Thank You,
Paul Kumpinski
commander

SPECIAL EVENTS PERMIT
Borough Code Chapter 288A
(FORM MUST BE SUBMITTED 30 DAYS PRIOR TO THE EVENT)

RECEIVED

JUN 30 2014

APPLICANT

BOROUGH CLERK

Name South River VFW Post #1451
Address 31 Reid St.
SOUTH RIVER, NJ 08882
Telephone number _____

If applicant is a club/organization/corporation/business:

Contact person:
Name MARK KREMPECK
Address 17 Wilson Ave S.R. 08882
Telephone 732 289 8633

Date submitted June 30, 2014

EVENT

Type Picnic
Location (address) 31 Reid Street South River NJ 08882
Date(s) to be held July - 26 - 2014
Starting time(s) 1 PM Ending time(s) 6 PM
Number of tickets to be sold 2502 Anticipated attendance (for each day) _____

FACILITY (plan to show location of the following):

Amount of space where event is to be held-excluding parking areas outside 5+ Acres
Number of entrances for admittance _____
Number of exits _____
Number of buildings to be used _____
a. Number of entrances for each building _____
b. Seating capacity for each building _____
c. Total seating capacity of all buildings _____
Capacity of open lands to be used _____
Number of sanitary facilities (show locations on plan) _____
Number of trash, litter and recycling receptacles for the outside activities _____
a. Responsible party for collection & removal Self

1. If contracted:

- (a) Name of firm: _____
- (b) Address of firm _____
- (c) Telephone number of firm _____
- (d) Name of contact person _____

PARKING FACILITIES

Location (address) of each 31 Reid St South River, NJ 08882
 Capacity of each _____
 Total parking capacities _____

EMPLOYEES

Type of staff position _____ Number of employed for each type _____
 A list of the responsibilities for each position is to be submitted separately

OTHER DOCUMENTS

SUBMITTED

WAIVER

- | | | |
|--|---|---|
| <p><i>new</i> Proof of public liability insurance-\$1,000,000 minimum, with Borough added as an insured.</p> <p>\$2,500 guarantee performance bond to insure that:</p> <ul style="list-style-type: none"> a. Streets will be left in as good a condition as they find them b. Removal of all trash, litter and rubbish from property used and adjacent streets. <p>3. Letter of consent from property owner as to use of property <i>OWN PROPERTY</i></p> <p>4. Are any Legalized Games of Chance to be held
If yes, application(s)</p> <p>5. Will any rides and/or safety equipment to be use for any at event <i>Pony Rides</i></p> <ul style="list-style-type: none"> a. If yes, a copy of sufficient evidence of current inspection | <p><input checked="" type="radio"/> (yes) <input type="radio"/> (no)</p> <p><i>LETTER ATTACHED</i></p> <p>(yes) (no)</p> <p>(yes) (no)</p> <p>(yes) <input checked="" type="radio"/> (no)
(yes) (no)</p> <p><input checked="" type="radio"/> (yes) (no)</p> <p>(yes) (no)</p> | <p>(yes) (no)</p> <p>(yes) (no)</p> <p>(yes) (no)</p> <p>(yes) (no)</p> |
|--|---|---|

6. Is alcohol to be sold, served and consumed. (yes) (no)
- a. If yes, a copy of NJABC Special Permit for Social Affair application, if required, including plan of area. (yes) (no)

/s/ _____
 Name Matthew
 Title Commander
 Telephone No: 732 289 8633

Sworn and subscribed before me this 30th day of June, 2014

Patricia E. O'Connor
 Notary Public of New Jersey
 May Commission expires

PATRICIA E. O'CONNOR
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Apr. 12, 2017

FILING

FEE \$ 75.00 10/30/14 [Signature]
 AMOUNT DATE RECEIVED BY
 (Requesting waiver of app. fee)

REVIEWS

Department	Date	Approval	Denial
Code Compliance			
Fire			
Rescue Squad			
Health			
Police			
Legal			
Mayor/Council			

H

Department of Public Works Capital Budget Requests-2014

The following list is Vehicle and Equipment under the capital long term plan:

Item #	Description	Estimated Cost
1.	Loader to replace 1990 Case 621 Loader	\$160,000 to \$210,000
2.	Sanitation Packer Truck to replace 1987 Mack Truck #28	\$210,000
3.	Dump Truck to replace 2001 Truck #12 for Parks Department	\$45,000 to \$50,000
4.	Pick-Up Truck to replace Truck #11 2001 for Parks Department	\$30,000 to \$35,000
5.	5/7 CY Dump Truck to replace 1997 Truck #8	\$120,000
6.	Trash Truck to replace to replace 1997 Truck #31 (tows chipper)	\$110,000
7.	Brush Bandit Chipper to replace 1997 Chipper	\$35,000 to \$40,000
8.	Leaf Machine to replace 1994 Leaf Machine	\$34,500
9.	¾ Ton Mason Dump to replace 1995 Truck #6	\$45,000 to \$50,000
10.	Tire Machine for Mechanics	\$10,000
11.	Copy Machine for DPW Office	\$6,000
12.	Fire Hydrant Replacement Program (see attached)	\$150,000
13.	Storage Shed for Water Department (see attached)	\$5,500
14.	Curb Box Replacement Program (see attached)	\$5,500
15.	Tools/Spare Back-up parts (see attached)	\$5,500

South River Fire Department
2014 Budget Request
Capital Improvement Program Totals

CAPITAL IMPROVEMENT PROGRAMS

Chief's Vehicle	45,000.00
Water Rescue & Lighting Equip.	62,000.00
Hose Replacement	21,342.00
Vehicle lighting	24,000.00
Training Equipment	16,100.00
Turnout dryers & ice machine	20,994.00
Vehicle replacement	800,000.00
Pagers	10,000.00

South River Fire Department

2014 Budget Request

Capital - Chief's Vehicle

Item	Price Each	Amount	Total
Chief's vehicle COMPLETE - lettering, radio's, lights etc. Using existing equipment	\$ 45,000.00	1	\$ 45,000.00
			Program Total \$ 45,000.00

2007 - Dodge Durango 80,000 miles
 Engine shuts off while driving - very dangerous
 Borrough mechanics tried numerous times to resolve the problem, unsuccessful.
 12/5/12 Inspected and tested by dealer, could not find the problem.
 Emergency Brake Light turns on and off without notice / electrical or computer problems

South River Fire Department

2014 Budget Request

Capital - Water Rescue and Lighting Equipment

Item	Price Each	Amount	Total
Trailer generator/lights	\$ 27,000.00	1	\$ 27,000.00
Inflatable/rigid boat & trailer	\$ 35,000.00	1	\$ 35,000.00
			Program Total \$ 62,000.00

Hurricane Sandy enlightened our awareness for additional emergency power/lighting and the need of water evacuation equipment for rescue operations.
(Do not need full size boat).

South River Fire Department

2014 Budget Request

Capital - Hose Replacement

Item	Price Each	Amount	Total
Hose Replacement			
Hose 5" (600')	\$ 495.00	19	\$ 9,405.00
3" (300')	\$ 247.00	9	\$ 2,223.00
1 3/4" (1000')	\$ 114.00	19	\$ 2,166.00
2 1/2 (300)	\$ 181.00	8	\$ 1,448.00
all-in one hose roller system (gas powered)	\$ 6,100.00	1	\$ 6,100.00
			\$ 21,342.00

Program Total \$ 21,342.00

PEOSH and NFPA regulations & standards in regards to Risk Management. Repack and move 5" hose with safety for firefighters in mind. To prevent possible back injuries. 100' length of 5" weighs 115 lbs w/no water & 944 lbs w/water.

Hose failure replacement anticipated from previous year(s) hose test results.

South River Fire Department

2014 Budget Request

Capital- Vehicle Lighting

Item	Price Each	Amount	Total
LED - Emergency lighting replacement			
Engine 3 1500w	\$ 1,500.00	8	\$ 12,000.00
Engine 4 1500w	\$ 1,500.00	4	\$ 6,000.00
LED spots/flood	\$ 1,000.00	6	\$ 6,000.00
	\$ -	0	\$ -
			\$ 24,000.00
			Program Total \$ 24,000.00

Cost effective use of LED lighting / bulbs last longer, less wattage under heavy loads.
 Less wear and tear on existing generators / longer generator life.
 More effective lighting areas, decrease as much as 2-3 times the amount of draw as with current lighting.
 Provides additional usage to be utilized under current system.

South River Fire Department

2014 Budget Request

Capital - Training Equipment

Item	Price Each	Amount	Total
Training Room			
HON 500 - Filing cabinet / 5 drawer	\$ 800.00	3	\$ 2,400.00
Training Monitors	\$ 1,100.00	2	\$ 2,200.00
Routers - netgear wndr4500 n900	\$ 250.00	2	\$ 500.00
i-tablets w7	\$ 1,000.00	11	\$ 11,000.00
Program Total			\$ 16,100.00

Training, programs and record keeping per PEOSH and NFPA regulations and standards. i-tablets will have a dual use, will be used as training instruments and as mobile units in all vehicles. This will also be an upgrade from our older system currently out of service.

South River Fire Department

2014 Budget Request

Capital - Turnout dryers and Ice Machines

Item	Price Each	Amount	Total
Ice machines for rehab(Sta-1 & SU7)	\$ 3,000.00	2	\$ 6,000.00
Cyclone (3) turnout dryer	\$ 2,949.00	3	\$ 8,847.00
Boot and glove dryer	\$ 2,049.00	3	\$ 6,147.00
			\$ 20,994.00
			Program Total \$ 20,994.00

PEOSH and NFPA regulations and standards.
 Risk management for firefighter safety - 5" hose weighs 115 lbs. empty & 944 lbs with water.
 Ease of repacking with the prevention of possible back injuries
 Ice machines 1-stationary & 1 mobile for extreme severe weather. (REHAB)

South River Fire Department

2014 Budget Request

Capital - Vehicle Replacement (Engine 2)

Item	.. Price Each	.. Amount ..	Total
E2 Vehicle Replacement	\$ 800,000.00	1	\$ 800,000.00
			Program Total \$ 800,000.00

NFPA standards, replacement and design specifications.
 Review the account - past allocations set aside for future purchase.

Engine 2 1990

South River Fire Department

201 Budget Request

Capital - Motorola Minitor 5 Pagers

Item	Price Each	Amount ..	Total
Motorola Minitor 5	\$ 500.00	20	\$ 10,000.00
			Program Total \$ 10,000.00

Motorola Minitor 5 Pager Upgrade

South River Fire Department

201 Budget Request

Capital - Scott S.C.B.A. Packs Breathing Bottles 45 Mins

Item	..	Price Each	..	Amount ..	Total
Scott S.C.B.A. 45 Minute Pack & Bottle	\$	5,500.00		15	\$ 82,500.00
					Program Total \$ 82,500.00

15 SCBA Packs and Bottles will need to be replaced in 2015. This is due the last year of Hydrostatic Testing for these units.

South River Fire Department
2014 Budget Request
Capital Improvement Program Totals

CAPITAL IMPROVEMENT PROGRAMS

Chief's Vehicle	45,000.00
Water Rescue & Lighting Equip.	62,000.00
Hose Replacement	21,342.00
Vehicle lighting	24,000.00
Training Equipment	16,100.00
Turnout dryers & Ice machine	20,994.00
Vehicle replacement	800,000.00
Scott S.C.B.A. Packs & Bottles	82,500.00
Scott Multi Gas Meter	7,600.00

South River Fire Department

201 Budget Request

Capital - Scott Multi Gas Meters

Item	..	Price Each	..	Amount	..	Total
Scott Multi Gas Meters		\$	700.00	8		\$ 5,600.00
Gas Calibration Station		\$	2,000.00	1		\$ 2,000.00
						<hr/>
						<hr/>
						Program Total \$ 7,600.00

Replacement of 8 Scott Multi Gas Meters
Meters will be placed on all Engine's & Chief's Vehicles
Purchase of a new Gas Calibration Station for Scott Multi Gas Meters; Required for Meters



SOUTH RIVER POLICE DEPARTMENT

Mark E. Tinitigan
Chief of Police
61 Main Street
South River, NJ 08882-0548
Phone: (732) 238-1000
Fax: (732) 613-6103

March 20, 2014

To: Frederick Carr
Business Administrator

From: Mark E. Tinitigan
Chief of Police

Re: Capital Bond 2014

Fred,

The police department's anticipated Capital Expenses for 2014 included the following items:

(20)	Bluetooth Lapel Microphone for radios (\$400.00 each)	\$8,000.00
(1)	Internal Radio Speaker System	\$11,000.00
(3)	Portable Speed Sentry Displays	\$10,000.00
(6)	Specialty Storage Lockers (approx. \$900.00 each)	\$6,000.00
(2)	DVD Backup Robot Printer (approx. \$5,287.00 each)	\$11,000.00
(32)	Class II Duty Belt Web Gear (approx. \$300.00 each)	\$9,500.00
(1)	eTicketing Solution (InfoCop/7 police vehicles)	\$18,000.00
(40)	Replacement Glock Firearms	\$6,500.00
(1)	Automatic Vehicle Locator/GPS/Mapping	\$14,000.00
(4)	Ballistic Shield & Barrier	\$6,000.00
(1)	Portable Light Towers	\$15,000.00
(10)	Furniture Replacement (Chairs, filing cabinets, desks)	\$8,000.00
(2)	Polycomm Telephone (PD & Court)	\$5,000.00

Total anticipated capital expense for 2014\$128,000.00

If you have any questions or concerns, please do not hesitate to contact me directly.

Submitted,

Mark E. Tinitigan
Chief of Police

Cc: Joseph Zanga, CFO

South River Rescue Squad

Capitol Expenses Budget Request 2014

1 Whole Building Generator

\$30,000.00

In approximately 2005 / 2006 money was originally bonded and 15,000.00 was set aside for a whole building generator. The generator was never purchased. There is currently a generator pad behind the building waiting for the purchase of a generator.

2 Upgrade to existing building

\$500,000.00

Station 5 is in need of renovations to bring it up to the current code. (Currently NON-ADA complaint) And to possibly add a second floor as part of the plan to give us the much needed space for equipment, storage and training within the building, so a new facility doesn't need to be built. An estimated cost for a new facility ranges from 2 – 4 million dollars (not turn key)

3 Storage Garage

\$200,000.00

To provide a secure location for Rescue Squad apparatus and to keep the equipment easily accessible. (Proposed location would be the George street firehouse parking lot that faces the squad building as not to incur additional expenses of land procurement.) Cost is for building to be built.

4 Upgrades to the building

\$200,000.00

When upgrades are done to the building it will need to be brought up to code with additional features such as a sprinkler system. Removal of asbestos tiles throughout the building.

5 Replace Parking Lot and Concrete Pads

\$50,000.00

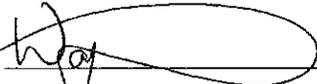
The parking lot is poorly shaped and has multiple cracks. Concrete pad is slowly chipping away during the snow season from the salt.

6 Replacement of the 10 year old ambulance

\$170,000.00

Ambulance 545 is a 2003 Horton box type ambulance. It is currently 10 years old with almost 65,000 miles which is more than twice the recommended age for a front line ambulance. A new box-type ambulance is requested to replace 545, whose maintenance costs are escalating. A new box-type ambulance costs approx \$158,000.00 – \$180,000.00 depending on options. 545 could remain in service as a backup ambulance for use in future inter-local agreements.

Total: \$1,150,000.00

Submitted By: 

Wayne Hodges, Captain

12/26/2013

I

RECEIVED

June 9, 2014

JUN 12 2014

Honorable Mayor and Borough Council
Borough of South River
48 Washington Street
South River, New Jersey 08882-1247
Attention: Patricia O'Connor, Clerk

BOROUGH CLERK

Re: Verizon New Jersey Inc. -Renewal of Municipal Consent Ordinance (May 11, 1964)

Honorable Mayor and City Council:

As required by N.J.S.A. 48:17-10, 48:17-11 and 48:17-12, Verizon New Jersey Inc. ("Verizon"), formerly known as New Jersey Bell Telephone Company, is requesting renewal of the above referenced ordinance which has or is about to expire. Verizon is requesting renewal of the ordinance on essentially the same terms and conditions set forth in the 1964 Ordinance for an additional term of fifty (50) years. The new ordinance contains some language changes that have evolved since adoption of the 1964 Ordinance which have been developed by Verizon and approved by the New Jersey Board of Public Utilities as required by law. Copies of the 1964 Ordinance and the proposed new renewal ordinance are enclosed.

The proposed renewal of the consent ordinance provides for the continued use of the streets and public ways in the Borough by Verizon New Jersey Inc. for its telecommunications facilities. This ordinance does not compromise Verizon New Jersey Inc.'s compliance with other local ordinances and applicable laws. This standard form of ordinance has been approved by the Board of Public Utilities as "necessary for the public convenience and as properly serving the public interest." It is routinely adopted by municipalities throughout the State of New Jersey.

Please advise as to when this ordinance will be presented for introduction and adoption. It is important that I be kept informed of the reading dates of the ordinance as this information will be required for ultimate approval by the Board of Public Utilities. Also, this approval requires certification of certain documents by the Borough Clerk.

Thank you for your anticipated cooperation and prompt attention to this matter. If there are any questions concerning the purpose or content of this ordinance, please do not hesitate to call me.

Very truly yours,

Mark Bocchieri
Director, External Affairs
Verizon
Attachments

cc: Sidney D. Weiss, Esq
Frederick C. Carr, Administrator (with enclosures)

cc: Sid Weiss Attorney

PROPOSED RENEWAL ORDINANCE (2014)

GENERAL ORDINANCE NO. _____

AN ORDINANCE REGULATING THE STATUTORY AUTHORITY OF VERIZON NEW JERSEY INC., ITS SUCCESSORS AND ASSIGNS TO USE THE VARIOUS PUBLIC STREETS, ROADS, AVENUES, HIGHWAYS AND OTHER PUBLIC WAYS IN THE BOROUGH OF KEYPORT, MONMOUTH COUNTY, NEW JERSEY, FOR ITS LOCAL AND THROUGH LINES AND OTHER COMMUNICATIONS FACILITIES AND PRESCRIBING THE CONDITIONS THEREOF.

BE IT ORDAINED by the Borough of Keyport, Monmouth County, New Jersey that:

SECTION 1: Pursuant to the provisions of N.J.S.A. 48:17-10, N.J.S.A. 48:17-11, and N.J.S.A. 48:17-12, permission and consent is hereby granted to Verizon New Jersey Inc. (the "Company"), its successors and assigns, to install, operate, inspect, maintain, repair, replace and remove its communications facilities and other transmission or process equipment, including underground facilities, such as conduits, manholes, cables, wires, and all other facilities appurtenant thereto, and above-ground facilities, such as cables, wires, antennas, poles, posts, supports, guys, pedestals, cable termination and distribution cabinets and all other facilities appurtenant thereto, in, through, upon, along, over, under, and across all of the various public streets and ways, which include the roads, avenues, right-of-way, sidewalks, highways, bridges, waterways, and other public places, and parts thereof, throughout their entire length, and to effect the necessary street openings and lateral connections to curb poles, property lines and other facilities in the Borough of Keyport (the "Borough") for said Company's local and through lines and other communications facilities in connection with the transaction of its business. In the event that any public street or way where the Company has facilities is vacated by the Borough, the Borough agrees to reserve unto said Company the rights granted the Company by the present Ordinance.

SECTION 2: All poles, posts, pedestals, cabinets, or other facilities shall be located and placed back of the curb lines where shown on the official map(s) of the Borough the poles and posts, however, shall be located within eighteen (18) inches of the face of such curb line or as may otherwise be mutually agreed by both parties, or at the points or places now occupied by the poles, posts, pedestals, cabinets, or other facilities of the Company, its successors and assigns, and where there are no curb lines, at other convenient points or places in, upon, along, adjacent, or across the public streets and ways as may be mutually agreed upon between the parties.

SECTION 3: The Company may bury its local and through communications facilities such as cables, conduit,

manholes and associated equipment, fixtures, process equipment and appurtenances within the right-of-way of the various public streets and ways and at such locations as shall be mutually agreed upon by the parties for said Company's local and through lines and communications facilities. Underground conduits and associated facilities, as aforementioned, shall be placed at least eighteen (18) inches below the surface of said public streets and ways and with the exception of lateral branches to curb poles and property lines and other facilities, the same shall generally not be constructed more than ten (10) feet from the curb line, unless obstructions make it necessary to deviate from such course or unless the parties mutually agree to another location. Manholes shall be located at such points along the line of underground conduits as may be necessary or convenient for placing, maintaining, and operating the facilities, as aforementioned, which the Company may from time to time use in connection with its underground conduit system and shall be so constructed as to conform to the cross-sectional and longitudinal grade of the surface so as not to interfere with the safety or convenience of persons or vehicles.

SECTION 4: Before proceeding with any new construction or relocation work in an area covered by this Ordinance, the Company shall give prior notice in writing thereof to the Borough, through its designated representative, of its intention to perform such work. The Company shall obtain such street opening or excavation permits as may be lawfully required by any applicable ordinances regulating such openings or excavations. Any such area affected by the Company in constructing its facilities shall be restored to as good condition as it was before the commencement of work thereon. No public streets or ways shall be encumbered for a period longer than shall be reasonable to execute the work.

SECTION 5: The Company agrees to indemnify and save harmless the Borough from and against all claims and liabilities resulting from any injury or damage to the person or property of any person, firm or corporation caused by or arising out of road conditions resulting from any negligent or faulty excavations, installation or maintenance connected with the work or equipment of said Company, and not attributable to the fault or negligence of the Borough, except that if such injury or damage shall be caused by the joint or concurring negligence or fault of the Company and the Borough, the same shall be borne by them to the extent of their respective fault or negligence.

SECTION 6: Whenever a curb line shall be established on streets where one does not now exist or where an established curb line shall be relocated in order to widen an existing street in conjunction with road construction being performed by the Borough the Company shall change the location of its above-ground facilities covered by this Ordinance in accordance with applicable law, so that the same shall be back of, and adjacent to, the new curb line so long as the Borough has acted in accordance with applicable law and with reasonable care in establishing the new curb line and providing notice thereof.

SECTION 7: Any company or corporation having legal authority to place its facilities in the public streets and ways

of the Borough may jointly use the Company's poles, posts, pedestals or other structures for all lawful purposes, provided the Company consents to such use, on terms and conditions acceptable to the Company and not inconsistent with the provisions of the present Ordinance.

SECTION 8: The Company shall provide space, to the extent available, on its poles so long as said poles are occupied by the Company and space, to the extent available, in its main conduits existing on the date of passage of this Ordinance, but not exceeding one (1) duct of standard size, for the sole benefit of the Borough during the pendency of this Ordinance. Such space shall be provided for the exclusive use of the Borough which use shall be limited to accommodating the wires or electrical conductors required for one-way signal control in connection with municipal police patrol, fire alarm signal control and traffic signal control systems only; but for no other uses or purposes, either alone or in conjunction therewith; nor for circuits for the supply of electrical energy for traffic or other signals; nor for wires, conductors, cable or the equivalent which provide a means of transmitting any signal to a private, commercial or residential location, and which is normally provided by a nongovernmental supplier; provided, further, that no such use or attachment by the Borough shall interfere with the plant or facilities of or the use thereof by the Company. All costs or expenses incurred by the Company in connection therewith shall be paid by the Borough. It shall be the obligation of the Borough to attach its wires to the poles or place its electric conductors in the conduits or manholes of the Company, provided that before proceeding with said work, either by itself or by a person, firm or corporation engaged to perform such work, the Borough shall give the Company thirty (30) days prior notice in writing. All such work shall be performed under the supervision of said Company. The Borough agrees to indemnify and save harmless the Company from and against all claims and liabilities resulting from any injury or damage to the person or property of any person, firm or corporation caused by or arising out of the Borough's installation maintenance, operation or removal of wires or facilities or the Borough's use or enjoyment of the Company's plant or facilities as provided under this section, except that if such injury or damage shall be caused by joint or concurring negligence of the Company and Borough, the same shall be borne by them to the extent of their respective fault or negligence.

SECTION 9: If any or all of the said streets or ways are later taken over by the County of Bergen or the State of New Jersey, such County or State shall have such rights and privileges and be subject to the same terms, conditions and limitations of use as apply herein to the Borough, provided, however, that satisfactory prior arrangements as may be necessary are made with the Borough and the Company for the full protection of the respective interest of each.

SECTION 10: The term "Borough" as used in this Ordinance shall be held to apply to and include any form of municipality or government into which the Borough or any

part thereof may at any time hereafter be changed, annexed, or merged.

SECTION 11: The permission and consent hereby granted shall apply to and cover all communications facilities of the Company existing at any time, and related structures, process equipment, and appurtenances heretofore or hereafter erected, constructed, reconstructed, removed, located, relocated, replaced, maintained, repaired, or operated by the Company, its predecessors, successors, or assigns within the Borough. This Ordinance shall cancel and supersede all prior consent ordinances between the Borough and the Company regarding the subject matter hereof.

SECTION 12: This Ordinance shall continue in full force and effect for a period of fifty (50) years from the date it becomes effective subject to the right of the Company to seek such changes herein as may be deemed necessary from time to time prior to the expiration of said period, said changes to be approved by the Borough. The Company shall maintain its property within the Borough and shall comply with applicable law for the provision of safe, adequate and proper service at just and reasonable rates At and after the term of this Ordinance, the Company shall safeguard the public interest in continuous and uninterrupted service within the Borough.

SECTION 13: In the event that any provision herein shall for any reason be illegal or unenforceable under applicable law, such illegality or unenforceability shall not affect any other provisions of this Ordinance, and this Ordinance shall be construed as if such illegal or unenforceable provision(s) had never been contained herein.

SECTION 14: The Company shall pay the expenses incurred for advertising required in connection with the passage of this Ordinance, after the date of its first reading, within thirty (30) days after the Company has received a bill for said advertising from the publisher. Following final passage of this Ordinance, the Borough Clerk shall provide the Company with written notice thereof by certified mail. As provided by applicable law, this Ordinance, and any subsequent amendments, shall not become effective until acceptance thereof by the Company and approval thereof by the Board of Public Utilities.

BOROUGH OF SOUTH RIVER
NOTICE OF PUBLIC HEARING
ON AN ORDINANCE

NOTICE IS HEREBY GIVEN that the following ordinance was introduced at a meeting of the Mayor and the Borough Council of the Borough of South River, in the County of Middlesex, New Jersey, on the 18th day of May, 1964, and was passed on First Reading; the same was then ordered to be published, as is required by law, and that the said Ordinance will be further considered for Final Passage on Second Reading and Public Hearing at a meeting of the Mayor and Borough Council of the said Borough in the Borough Council Chambers, in the Borough Hall, Main Street, South River on the 1st day of June, 1964, at 8:00 P.M., prevailing time, at which time and place all interested persons will be given opportunity to be heard concerning the said ordinance.

BY ORDER OF THE BOROUGH COUNCIL,
BOROUGH OF SOUTH RIVER,
MIDDLESEX COUNTY,
NEW JERSEY.

Attest:
WILLIAM A. REICHENBACH, JR.
Borough Clerk.

AN ORDINANCE granting permission and consent to New Jersey Bell Telephone Company, its successors and assigns, to use all of the various streets, roads, avenues and highways and parts thereof, in the Borough of South River, Middlesex County, New Jersey, both above and below the surface thereof, for the construction, maintenance and operation of its local and through lines and systems in connection with the transaction of its business, and prescribing the manner of so doing.

BE IT ORDAINED by the Borough Council of the Borough of South River, Middlesex County, New Jersey, as follows:

SECTION 1: That permission and consent be and the same is hereby granted to New Jersey Bell Telephone Company, its successors and assigns, to erect, construct, reconstruct, lay, maintain and operate its underground conduits and subways, cables, poles, posts, wires, manholes, loading coil vaults, loading coils, including the necessary street openings and lateral connections to curb poles and property lines, and its other fixtures and appurtenances, in, through, upon, along, over, under and across all of the various streets, roads, avenues and highways and parts thereof, throughout their entire length, in this Borough for its local and through lines and systems, in connection with the transaction of its business, and all of the various streets, roads, avenues and highways and parts thereof, throughout their entire length, in this Borough, are hereby designated and prescribed for the uses and purposes of said Company as aforementioned.

SECTION 2: All poles or posts hereafter to be erected, constructed, reconstructed, maintained and operated shall be located and placed back of and adjacent to the curb lines where shown by official maps of this Borough and within eighteen inches thereof, and at the points or places now occupied by the poles or posts of said Company, its successors and assigns, and at other convenient points or places upon the streets, roads, avenues and highways, adjacent to such curb lines.

SECTION 3: Said Company may construct, reconstruct, lay, maintain and operate in its subways or underground conduits, manholes and loading coil vaults, the wires, cables, loading coils and other electrical conductors and appurtenances necessary in connection therewith, for its local and through lines and systems; it may also erect, construct, reconstruct, maintain and operate the necessary distributing poles or posts, fixtures and supports, and distribute therefrom upon, along, across, over and above the surface of said streets, roads, avenues and highways and parts thereof, such wires, cables and other electrical conductors which it may find necessary to erect, construct, reconstruct, maintain and operate in connection with the system of subways, underground conduits and manholes aforementioned. With the exception of lateral branches to curb poles and property lines, said underground conduits shall be placed below the surface of said streets, roads, avenues and highways and parts thereof, and said conduits generally shall not be constructed more than

ten feet from the curb line, unless obstructions make it necessary to deviate from such course, and all underground conduits shall be placed at least eighteen inches below the surface of the street.

SECTION 4: All manholes and loading coil vaults shall be located beneath the surface of said streets, roads, avenues and highways and parts thereof at such points along the line of the subways or underground conduits as may be necessary or convenient for placing, maintaining and operating the cables and other electrical conductors which said Company may from time to time place in said subways or underground conduits, and shall be so constructed as to conform to the cross-sectional and longitudinal grade of the pavement and so as not to interfere with the safety or convenience of persons or vehicles traveling on or over such streets, roads, avenues and highways and parts thereof.

Before proceeding with the work of erecting any pole or poles, or of constructing underground conduits and cables, manholes and/or loading coil vaults under the permission and consent herein contained, said Company shall file with the Borough Council of this Borough a map or plan showing the location and size of any such proposed pole or poles, underground conduits, subways, manholes and loading coil vaults, which map or plan shall be first approved by said Borough Council, or their authorized representative.

Prior to the opening or excavating of any streets, roads, avenues and highways and parts thereof for the purpose of laying, maintaining and operating its underground systems after the approval of the map and plan as aforementioned, the said Company shall first obtain a permit for such opening or excavation upon payment of such reasonable fee therefor as may be required by any ordinance regulating openings and excavations of streets.

SECTION 5: The surface of the streets, roads, avenues and highways and any pavement or flagging taken up by said Company in building its lines, shall be restored to as good condition as it was before the commencement of work thereof. No highways shall be encumbered for a longer period than shall be necessary to execute the work. Such restoration shall be subject to the approval of the Borough after and inspection by its authorized representative upon completion of the work and the payment of a reasonable fee therefor.

SECTION 6: Except as herein expressly provided for said Company shall be exempt from any fee which may be required by an ordinance regulating the openings and excavations of streets within the said Borough.

SECTION 7: Nothing herein contained shall be construed to impose any obligation on the part of this Borough to open any streets, roads, avenues or highways or parts thereof not heretofore dedicated or opened to the public use, and nothing herein contained shall be construed in any court or place as an acceptance of any unaccepted street, road, avenue or highway or any part thereof.

SECTION 8: Wherever the curb line shall be established hereafter on streets where the same has not yet been established or where an established curb line shall be relocated in order to widen an existing street or highway said Company shall change the location of its poles at its own expense so that the same shall be back of and adjacent to the new curb line so established and within eighteen inches thereof, upon receipt of notice from the Borough Clerk that the curb line has been so established.

SECTION 9: Upon any of the streets, roads, avenues and highways in this Borough now or hereafter occupied by the poles or posts of said New Jersey Bell Telephone Company, its successors and assigns, or any other companies or corporations having legal authority to erect and maintain poles or posts, said New Jersey Bell Telephone Company and such other companies or corporations may use the same poles, provided they can agree so to do.

SECTION 10: Said Telephone Company shall provide free of charge to this Borough as long as this ordinance continues in effect, space on its poles so long as said poles are occupied by said Company, for the placing by this Borough of one

(1) crossarm, or, in lieu thereof, two (2) pins on a crossarm of said Company to be designated by it, and space in its main subways (not exceeding one (1) clear duct of standard size) to accommodate the wires or electrical conductors required for signal control in connection with its police patrol, fire alarm telegraph signal systems and traffic signal control systems, but not to include circuits for the supply of electrical energy for the traffic or other signals; provided, however, that such crossarms, wires or electrical conductors shall not be installed, used or maintained in such manner as to interfere with the crossarms, wires or electrical conductors which said Company, its successors and assigns, may then have or may thereafter from time to time place on its poles or in its main subways, and said Borough shall indemnify and save harmless said Telephone Company from all claims or suits for damages arising from the attachment to its poles or the location in its main subways of any such crossarms, wires or electrical conductors used by this Borough. Before proceeding with the attachment of its said crossarms and/or wires to the poles or the placing of its said electrical conductors in the main subways or manholes of said Company, either on the part of itself or on the part of a person, firm or corporations engaged to perform such work, this Borough shall give to the said Company thirty (30) days' notice in writing in order that the work may be performed under the supervision of said Company. If any or all of the said streets or highways be later taken over by the Board of Chosen Freeholders of the County of Middlesex or the New Jersey State Highway Department, then such Board of Chosen Freeholders or the State Highway Department may use the same clear duct of standard size referred to, for their respective police patrol, fire alarm telegraph and traffic signal control systems in conjunction with the Borough's use thereof for similar purposes, but only after making such satisfactory arrangements as may be necessary with the Borough and the Telephone Company for the full protection of each other's interests.

SECTION 11: The permission and consent given and granted by this ordinance shall continue and be in force for a period of fifty (50) years from the date of the final passage thereof, provided its provisions are accepted by the Company as hereinafter provided in Section 16, and throughout the full time of this ordinance said Company, its successors and assigns, shall furnish safe, adequate and proper service within this Borough, and keep and maintain its property and equipment in such condition as to enable it to do so.

SECTION 12: Nothing herein contained shall be construed to grant unto said New Jersey Bell Telephone Company, its successors and assigns, an exclusive right, or to prevent the granting of permission and consent to other companies for like purposes on any of the streets, roads, avenues or highways of this Borough.

SECTION 13: The term "Borough" as used in this ordinance in its application to the Borough of South River, shall be held to apply to and include any form of municipality or government into which this Borough or any part thereof, may at any time hereafter be changed, annexed or merged, and the term "Borough Council" or any other term herein used in referring to the governing body of this Borough shall be held to apply to and include the governing body of such other form of municipality.

SECTION 14: The permission and consent hereby granted shall apply to and include the poles, posts, wires, cables, underground conduits and subways, manholes, loading coil vaults, loading coils, fixtures and appurtenances heretofore erected, constructed, reconstructed, maintained and operated by New Jersey Bell Telephone Company or its predecessors.

SECTION 15: Said Company shall pay the expenses incurred for advertising done in connection with the passage of this ordinance within thirty (30) days after the date of its going into effect.

SECTION 16: Said Company shall file with the Borough Clerk of this Borough its written acceptance of this ordinance within thirty (30) days after the date of receipt by it from the Borough Clerk of notice of passage, approval, and publication thereof, as provided by law, and said ordinance shall, upon filing of such acceptance, become effective.

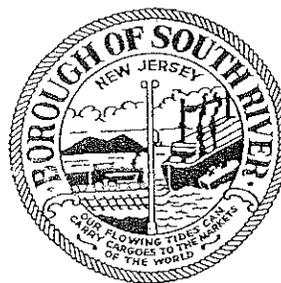
WILLIAM A. REICHENBACH, JR.
Borough Clerk.

BOROUGH OF SOUTH RIVER
48 WASHINGTON STREET
SOUTH RIVER, NJ 08882
PHONE 732-257-1999
FAX 732-613-6105

RECEIVED
BOROUGH OF SOUTH RIVER

2014 JUN 20 PM 12:22

CR# 1030 \$0.00



J.

APPLICATION FOR MERCANTILE LICENSE

FEES:
\$50.00 NEW
\$25.00 Transfer

NAME OF BUSINESS EHB Roma Pizza
PROPOSED LOCATION 708 Old Bridge TPKE South River, NJ 08882
BLOCK# 73 LOT# 4.1
BUSINESS TELEPHONE 732 254 3334
NATURE OF BUSINESS (Describe Operation)

Restaurant

APPLICANT INFORMATION

NAME Hamid Elaroussi
HOME ADDRESS 9 North Pennington Rd
CITY, STATE, ZIP New Brunswick Nj 08901
TELEPHONE# HOME _____ CELL _____
DATE OF BIRTH _____ SOCIAL SECURITY # _____

DRIVER'S LICENSE#

ATTACH A COPY OF YOUR DRIVERS LICENSE - Address on your identification must match the address on this application.

PROPOSED BUSINESS AT THIS LOCATION:

NUMBER OF EMPLOYEES 1
DAYS AND HOURS OF OPERATION 7 days from 9am to 9pm
SQ. FOOTAGE OF AREA TO BE OCCUPIED _____
OFF STREET PARKING SPACES AVAILABLE TO SPACE BEING OCCUPIED # 2

DOES OPERATION INVOLVE USE OR STORAGE OF FLAMMABLE/COMBUSTIBLE OR HAZARDOUS MATERIALS _____ YES NO IF YES, SUPPLY QUANTITIES AND MSDS SHEETS ON PRODUCTS INVOLVED (ATTACH TO APPLICATION)

BOROUGH USE ONLY:

REFERRAL DATE _____

DEPARTMENT	APPROVAL/DENIAL	SIGNATURE	DATE
Zoning/Building	<u>OK</u>	<u>BL</u>	<u>6/30/14</u>
Police	<u>OK</u>	<u>AL</u>	<u>6/23/14</u>
Fire Prevention	<u>OK</u>	<u>DN</u>	<u>5/29/14</u>
Health	<u>OK</u>	<u>EG</u>	<u>6/23/14</u>

NAME ETHIB Roma PIZZA

PREVIOUS BUSINESS AT THIS LOCATION:

DESCRIBE OPERATION OF PREVIOUS BUSINESS

Restaurant - PIZZA

NUMBER OF EMPLOYEES AT PREVIOUS BUSINESS 2 PARKING SPOTS 2

IF CORPORTATION: The information below is required for each officer and each stockholder owning 10% or more of the stock. List the name, address and phone number of each registered agent:

NAME _____ NAME _____

ADDRESS _____ ADDRESS _____

PHONE # _____ PHONE # _____

NAME, ADDRESS AND PHONE OF ATTORNEY (IF ANY):

PLEASE ANSWER THE FOLLOWING:

Applicant(s) ever been denied a license to conduct a business YES NO
If YES, describe in detail. (Date, business, location)

Applicant(s) ever been arrested or convicted of a crime, or violation of any municipal ordinance in the Borough of South River or any other municipality, other than traffic offenses?
YES NO

Is applicant currently the subject of any outstanding warrants? YES NO

If YES to the above, set forth the date and place of the offense, nature of the offense and the punishment or penalty imposed. (Date, location, disposition)

The undersigned makes these statements above to induce the Borough of South River to issue the license herein applied for and agrees to comply with all laws and ordinances of the Borough applicable to the subject business above referred to. I certify the information contained in this application is true and correct.

Hamid Croas
Applicant Signature

7/1/14
Date

K

Patricia Oconnor

From: Debbie Jones
Sent: Thursday, June 19, 2014 2:38 PM
To: James Nolan
Cc: Frederick Carr; Patricia Oconnor
Subject: Municipal Alliance Ordinance

Jim

Please see the updates in Red. Please have Ordinance prepared for 1st reading on 7/14.

Thanks, Debbie

Middlesex County

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Chapter 22: BOARDS, COMMISSIONS AND AUTHORITIES

Article XVII: Municipal Alliance Committee for Prevention of Alcoholism and Drug Abuse

[Adopted 2-22-2010 by Ord. No. 2010-2; amended in its entirety 2-25-2013 by Ord. No. 2013-2]

Chapter 22: BOARDS, COMMISSIONS AND AUTHORITIES Article XVII: Municipal Alliance Committee for Prevention of Alcoholism and Drug Abuse

§ 22-83 Establishment; purpose.

§ 22-84 Composition; ex officio members; alternate members; residency.

§ 22-85 Appointments; terms.

§ 22-86 Removal of members; absenteeism; vacancies.

§ 22-87 Officers; elections.

§ 22-88 Meetings; rules; committees; quorum.

§ 22-89 Functions; records.

§ 22-90 Conflicts of interest; recusal.

§ 22-83 Establishment; purpose. **KEEP IN**

The Borough of South River hereby establishes a Municipal Alliance Committee for the Prevention of Alcoholism and Drug Abuse. The purposes of this Committee shall be to:

- A. Organize and coordinate efforts involving schools, law enforcement, business groups and other community organizations for the purpose of reducing alcoholism and drug abuse.
- B. In cooperation with local school districts, develop comprehensive and effective alcoholism and drug abuse programs in grades kindergarten through 12.
- C. In cooperation with local school districts, develop procedures for the intervention, treatment and discipline of students abusing alcohol or drugs.
- D. Develop comprehensive alcoholism and drug abuse education, support and outreach efforts for parents in the community.
- E. Develop comprehensive alcoholism and drug abuse community awareness programs.

§ 22-84 Composition; ex officio members; alternate members; residency.

- A. The membership of the Municipal Alliance Against Substance Abuse should include broad representation from the local community. The Alliance shall consist of at least nine voting members, including but not limited to the following:
 - (1) Borough residents.
 - (2) Borough student representatives.
 - (3) Borough school administrators and/or School Board members.
 - (4) Representatives of parent-teacher associations.
 - (5) Representatives of Borough teachers.
 - (6) Representatives of the Borough Court system.
 - (7) Representatives of a local civic organization.
 - (8) Representatives of Borough staff.
 - (9) Representatives of the Borough Police Department.
- B. There may also be two ex officio nonvoting members, which may include the following:
 - (1) One from the Municipal Prosecutor's office.
 - (2) One municipal staff member.
- C. There shall be two alternate members, who shall be residents of the Borough. An alternate member may participate in discussion of the proceedings but may not vote, except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may

vote instead of an alternate member. If a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote first.

D.

All seven members of the Borough Council, including the Mayor, may act as ex officio members.

E.

At least 50% of the voting members of the Alliance must reside in the Borough.

Delete what is there and put in:

A. Said Board of Health shall consist of seven members and two alternate members. The members shall be appointed by the Mayor with the advice and consent of the Borough Council. Of the members first appointed, two shall hold office for a term of one year, two shall hold office for terms of two years and three shall hold office for terms of three years. Thereafter, all appointments shall be for terms of three years. The alternate members shall be designated at the time of appointment as Alternate No. 1 and Alternate No. 2, and their terms shall be for two years, except that the terms of the alternate members first appointed shall be two years for Alternate No. 1 and one year for Alternate No. 2. Thereafter, all members appointed shall hold office for terms of three years, except that appointments to fill vacancies shall be for the expired term only.

B.

An alternate member shall not be permitted to act on any matter in which he has, either directly or indirectly, any personal or financial interest. An alternate member may, after public hearing if he requests one, be removed by the governing body for cause. An alternate member may participate in discussions of Board proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote first.

§ 22-85 Appointments; terms. **DELETE**

A.

All members of the Municipal Alliance Against Substance Abuse shall be appointed by the Borough Council.

B.

Voting members shall be appointed for three-year staggered terms.

C.

Nonvoting members shall be appointed to one-year terms.

D.

The alternate members shall be appointed for two-year staggered terms.

§ 22-86 Removal of members; absenteeism; vacancies.

KEEP IN

A.

The Borough Council may remove any member of the Alliance for cause after written notice has been served upon the member and after a hearing on the issues raised, at which time the member shall be entitled to be heard in person or by counsel. At the discretion of the member, the hearing may be in private.

B.

Members are required to attend all meetings unless being excused for sickness or other valid reason. Eight consecutive weeks or four consecutive regular meetings, whichever shall be of longer duration

in a calendar year, shall constitute automatic resignation. Unexcused absences shall be at the pleasure of the board and duly noted.

C.

In the event of a vacancy occurring in the Alliance other than by expiration of term, such vacancy shall be filled for the unexpired term in the same manner as the original appointment.

§ 22-87 Officers; elections

A.

The Alliance shall elect from among its voting members a Chairperson (change Chairperson to President), a Vice Chairperson (change Chairperson to President), a Recording Secretary and a Treasurer (Take out Treasurer and say the Municipal Alliance Coordinator will perform the Treasurer Duties), each for a one-year term.

B.

Election of all officers shall be held annually at the January meeting.

§ 22-88 Meetings; rules; committees; quorum.

A.

The Alliance shall meet once a month, with a calendar of meetings established in advance.

B.

The Alliance shall have the power to establish bylaws and rules for the conduct of its meetings.

C.

The Alliance shall have the power to establish standing and ad hoc committees as needed. Delete C

D.

A quorum shall be a simple majority of the total voting members of the Alliance. Make D -- C

§ 22-89 Functions; records.

A.

The functions of the Alliance Committee shall include but not be limited to:

(1)

Creating a network of community leaders, private citizens and representatives from public and private human service agencies who are dedicated to a comprehensive and coordinated effort to promote and support drug and alcohol prevention and education programs and related activities with an emphasis on youth.

(2)

Conducting an assessment of the community to determine the needs of the community in relation to alcoholism and drug abuse issues.

(3)

Identifying existing efforts and services acting to reduce alcoholism and drug abuse.

(4)

Coordinating projects within the Borough to avoid fragmentation and duplication.

(5)

Developing programs to be implemented at the Borough level or participating in regionally developed programs that accomplish the purpose of the Alliance's effort and the purposes of the Committee.

(6)

Assisting the Borough in acquiring funds for Alliance programs; developing a subcommittee on fund-raising. (Put a period after the word programs and delete developing a subcommittee on fund-raising.

(7)

Cooperating with the Governor's Council on Alcoholism and Drug Abuse (GCADA) and the County Local Advisory Committee on Alcoholism and Drug Abuse/Alliance Steering Subcommittee to provide

municipal data, reports or other information which may be required for the County Annual Alliance Plan or needed to assist the Alliance's effort. (Delete 7 in its entirety)

B.

The Alliance shall keep records of its meetings and activities.

§ 72-90 Conflicts of interest; recusal.

A.

A conflict of interest may exist if a Municipal Alliance Committee (MAC) member can reasonably expect that his or her conduct will directly result in a financial benefit to himself or herself, his or her family members, his or her business associates, his or her employers, or to businesses that the member represents. In situations where a conflict of interest may exist, the MAC member must recuse himself or herself. All municipal alliance committees must have their members sign conflict-of-interest statements annually, to be made available for review by the county and/or the GCADA. (See the County Alliance Coordinator for a sample conflict-of-interest statement.) **THIS SHOULD BE DELETED**

B.

"Recusal" means that the individual is not participating in deliberations or debates, making recommendations, giving advice, considering findings, voting or in any other way assuming responsibility for or participating in any aspect of the decision making regarding the matter, where there are potential conflicts of interest.

C.

Consultants or providers who are directly or indirectly involved in providing prevention services to the Municipal Alliance are subject to the recusal requirement. Delete in its entirety.

Powered by CODE - POWERED BY GENERAL CODE

Debra A. Jones
Executive Assistant-Confidential
Registrar of Vital Statistics
Board of Health Secretary
Municipal Alliance Coordinator
Borough of South River
48 Washington Street
South River, NJ 08882
732-257-1999 ext. 118
732-613-3081 – fax

Confidentiality Notice – This e-mail contains information from the Borough of South River. It is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this e-mail or the information contained within it by anyone other than the intended recipient or an employee or agent responsible for delivering the message to the intended recipient is prohibited. If you have received this e-mail in error, please call the Borough of South River at 732-257-1999, ext. 118 and destroy the original message and all copies.

WARNING: E-mail received by or sent to Borough Officials is subject to the Open Public Records Act (OPRA). This means that absent some specific privilege, all such communications are considered a public records and are subject to publication and/or dissemination to the public upon request.

L

Patricia Oconnor

From: Frederick Carr
Sent: Monday, June 30, 2014 8:18 AM
To: Eric Lange
Cc: Patricia Oconnor; John Krenzel; Tom Roselli
Subject: RE: street vacation agreement

Eric,

In order to show good faith and positive intent, I will have Mr. Rudy look at and sign the agreement, I will explain the process and we can put it on consent agenda for 14 July.

Thanks

Frederick C. Carr
Borough Administrator
Borough of South River
48 Washington Street
South River, NJ 08882
(732) 257 - 1999 ext. 120
(848) 992 - 6357 (Cell)

WARNING: Email received by or sent to Borough officials is subject to the Open Public Records Act [OPRA]. This means that absent some specific privilege, all such communications are considered a public record and are subject to publication and/or dissemination to the public upon request.

From: Eric Lange [mailto:elange@jpnlaw.us]
Sent: Friday, June 27, 2014 4:59 PM
To: Frederick Carr
Cc: Patricia Oconnor; John Krenzel; Tom Roselli
Subject: RE: street vacation agreement

He can sign, with the understanding that it is not an official agreement until the reso is adopted.

Eric Lange
James P. Nolan & Associates
61 Green Street
Woodbridge, NJ 07095
phone (732) 636-3344
fax (732) 636-1175

From: Frederick Carr [mailto:fcarr@southernrivernj.org]
Sent: Friday, June 27, 2014 4:40 PM
To: Eric Lange
Cc: Patricia Oconnor; John Krenzel; Tom Roselli
Subject: RE: street vacation agreement

Eric,

Do u want me to have him sign them before the meeting?

Thanks

Frederick C. Carr
Borough Administrator
Borough of South River
48 Washington Street
South River, NJ 08882
(732) 257 - 1999 ext. 120
(848) 992 - 6357 (Cell)

WARNING: Email received by or sent to Borough officials is subject to the Open Public Records Act [OPRA]. This means that absent some specific privilege, all such communications are considered a public record and are subject to publication and/or dissemination to the public upon request.

From: Eric Lange [<mailto:elange@jpnlaw.us>]
Sent: Friday, June 27, 2014 4:36 PM
To: Frederick Carr
Cc: Patricia Oconnor; John Krenzel; Tom Roselli
Subject: street vacation agreement

Fred:

Attached is an agreement between the Borough and Mr. Ruby regarding the repayment of the search and survey fees. I gave him one year to pay us back. If you want that changed, let me know. I also attached a resolution authorizing the Borough to enter into this agreement. Thanks.

Eric Lange
James P. Nolan & Associates
61 Green Street
Woodbridge, NJ 07095
phone (732) 636-3344
fax (732) 636-1175

REPAYMENT AGREEMENT

Whereas, Daniel Rudy is the owner of property located at 60 Willett Lane, also known as 60 Willett Place, within the Borough of South River, County of Middlesex, State of New Jersey; and

Whereas, adjacent to Daniel Rudy's property is Willett Avenue, which is a "paper street"; and

Whereas, Daniel Rudy has asked the Borough of South River to vacate Willett Avenue between Charles Street and Willett Lane/Place so that he could erect a fence without the need for a variance from the Zoning Board of Adjustment; and

Whereas, the Borough of South River is willing to vacate Willett Avenue between Charles Street and Willett Lane/Place; and

Whereas, Mr. Rudy has indicated that he is willing to pay for the costs associated with a title search and survey of the paper street so that the street could be properly vacated; and

Whereas, Mr. Rudy has asked the Borough to pay for the title search and survey fees and has indicated that he would make payments to the Borough for these costs and fees over the course of one year; and

Whereas, Mr. Rudy has been advised that he should consult with legal counsel in connection with this agreement; and

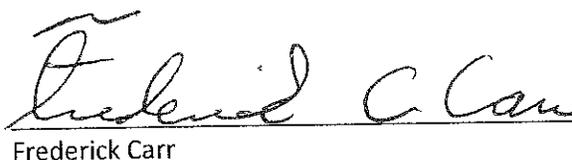
Whereas, Mr. Rudy acknowledges that he is making this agreement of his own free will and that he is waiving his right to be represented by legal counsel;

It is on this 9 day of JULY, 2014 AGREED as follows:

1. The Borough of South River will obtain a title search and survey that will enable the Borough to prepare the necessary documents to vacate Willett Avenue between Charles Street and Willett Lane/Place.
2. The Borough will vacate Willett Avenue between Charles Street and Willett Lane/Place. Any land that is returned to Daniel Rudy through the street vacation will be subject to an additional tax assessment.
3. Daniel Rudy agrees that he will pay for the costs of the title search and survey by making twelve equal monthly payments. The first payment will be due on the first day of the month following completion of the search and survey. The next eleven payments will be due on the first day of each of the next eleven months.
4. If Daniel Rudy fails to make any payments as set forth in this agreement, the unpaid amount will be forwarded to the Borough of South River tax collector and added as a municipal lien on the property. Unpaid municipal liens are added to the annual Borough tax sale and if not redeemed in a timely fashion could eventually result in foreclosure of the property.
5. If the Borough does not vacate the street as set forth herein, no sums will be owed by Daniel Rudy.


Daniel Rudy

Date: 7/9/14


Frederick Carr

Date: 9 JUL 2014



M
JOHN H. ALGAR, 1983-01
DAVID J. SAMUEL, P.E., P.P.
JOHN J. STEFANI, P.E., L.S., P.P.
JAY B. CORNELL, P.E., P.P.
MICHAEL J. McCLELLAND, P.E., P.P.
GREGORY R. VALES, P.E., P.P.

TIMOTHY W. GILLEN, P.E., P.P.
BRUCE M. KOCH, P.E., P.P.
LOUIS J. PLOSKONKA, P.E.
TREVOR J. TAYLOR, P.E., P.P.
BEHRAM TURAN, P.E.

May 27, 2014

Borough of South River
48 Washington Street
South River, NJ 08882

Attn: Frederick C. Carr, Borough Administrator

**Re: Municipal Parking Lot Rehabilitation – Obert Street
South River, New Jersey
Our File No.: PSR00546.01**

Dear Mr. Carr:

In accordance with the request of the Mayor and Borough Council, we have completed a field investigation of the municipal parking lot located on Obert Street in South River. We investigated the condition of the existing concrete curb, sidewalk, aprons, handicap ramps and pavement in order to determine the funding that would be required to rehabilitate the facility.

Based on our investigation, we note that the existing layout of the parking stalls and aisles are substandard with eight foot (8') wide stalls and eleven foot (11') to eighteen foot (18') aisle widths. To update the layout to current standards, a minimum of nine foot (9') wide stalls and a minimum of twelve foot (12') angled aisle widths would be required, however, this would cause a substantial decrease in the number of parking stalls available.

We have prepared two cost estimates for the rehabilitation of the parking facility. The first estimate for full rehabilitation consists of a new pavement surface course, concrete aprons, curb, sidewalks, traffic control signs, striping and ADA compliant handicap ramps. The estimated total cost of fully rehabilitating the parking lot would be \$175,000.00. The second estimate for partial rehabilitation consists of new curbs with only a pavement repair strip along the curbs, sidewalks, isolated pavement repairs, traffic control signs, striping and ADA compliant handicap ramps. The estimated total cost of partially rehabilitating the parking lot would be \$85,000.00.





Mr. Fred Carr
PSR00546.01
May 27, 2014
Page 2 of 2

Additional optional features that were discussed to be estimated include a pay station and decorative lighting. A pay station can be estimated to cost the Borough between \$10,000-\$15,000 per unit plus an additional \$1,000.00 for each foundation. For decorative lighting, we estimate the parking lot would need ten (10) lighting fixtures to provide lighting at each of the five (5) entrances and along the interior of the parking lot. We can estimate the decorative lighting to cost around \$2,000-\$5,000 per unit for a total of \$20,000-\$50,000 depending on the type of decorative lighting the Borough would prefer to have installed.

We note that the costs estimated are based only on the rehabilitation of the parking lot and depending on if the rehabilitation would be included with a larger road project, these costs could decrease.

Should you have any additional questions or comments, please do not hesitate to contact me at this office.

Sincerely,

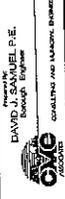
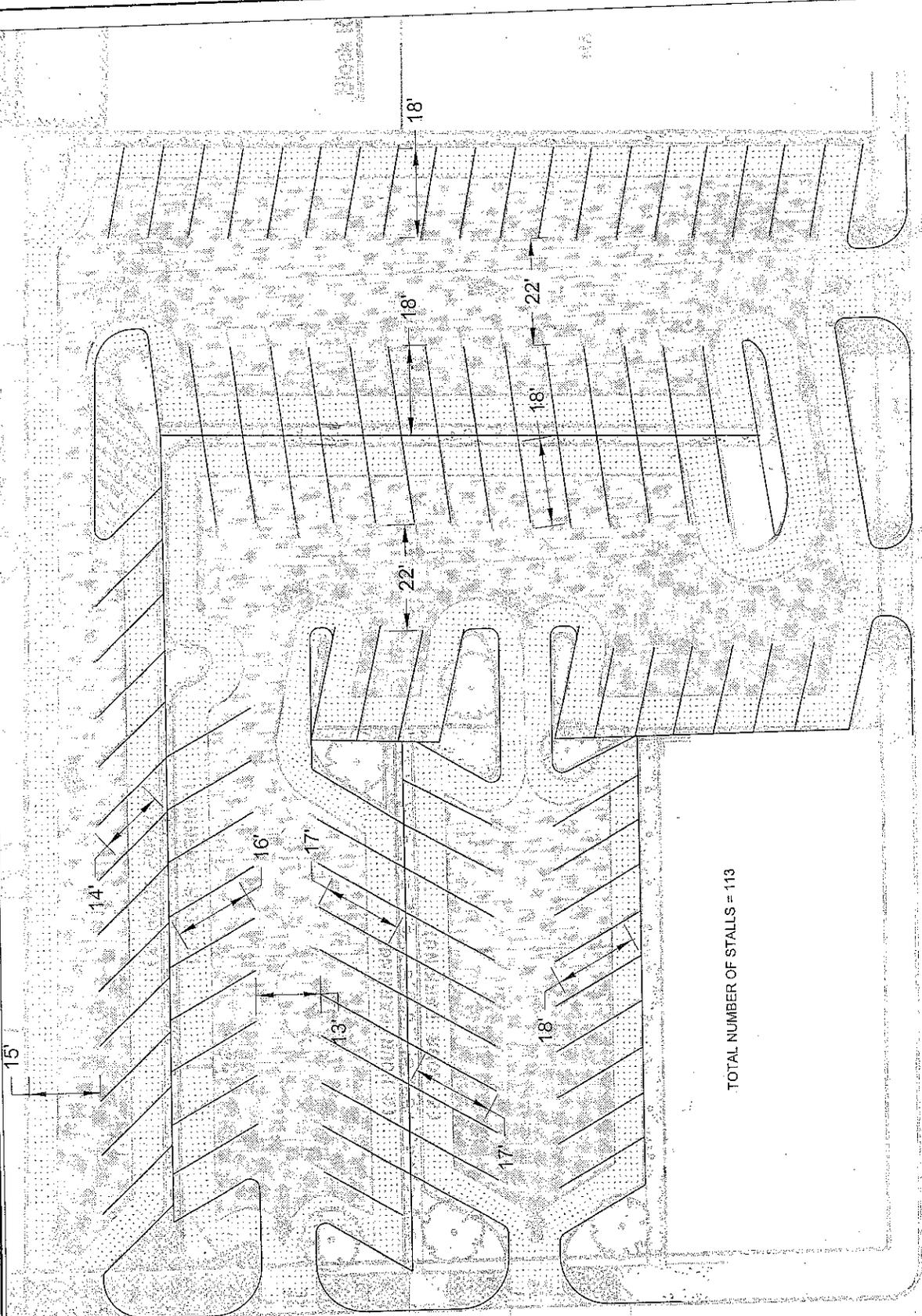
Bruce M. Koch, P.E., P.P., C.M.E.
Borough Engineer's Office

BMK/mdp

cc: Mayor John Krenzel
All Council Members
Chief Financial Officer
Borough Attorney
Borough Clerk
Director of Public Works



MODIFIED EXISTING



DAVID J. SAMUEL, P.E.
 Licensed Professional Engineer
 OME CONSULTING, INC.
 QUALITY AND INTEGRITY. BUSINESS.

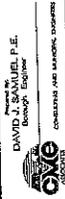
June 2014

**Obert Street Municipal Parking Lot
 Layout Sketch**

BOROUGH OF SOUTH RIVER
 Middlesex County, New Jersey

PARTIALLY CONFORMING

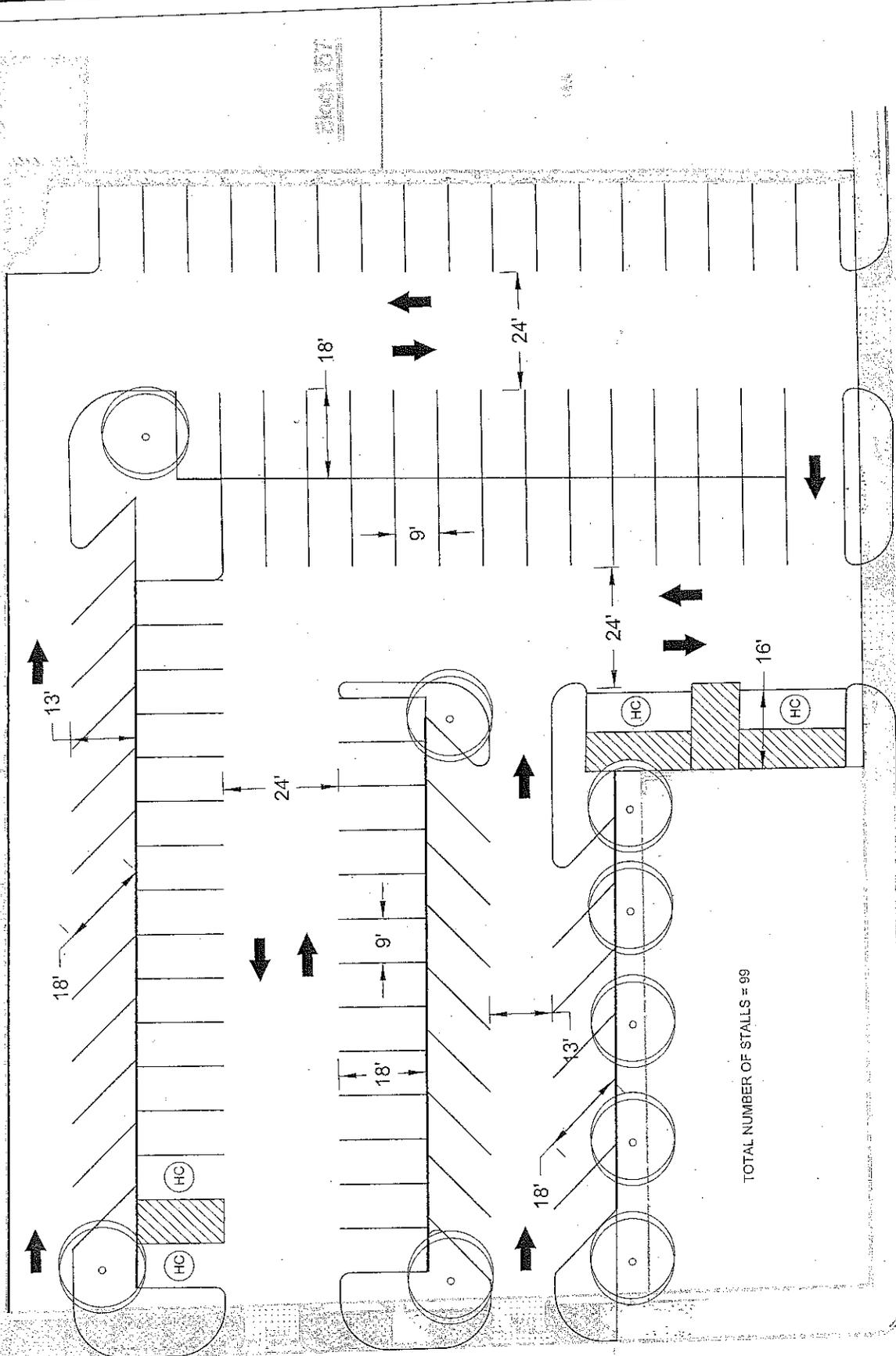
Sheet 107



June 2014

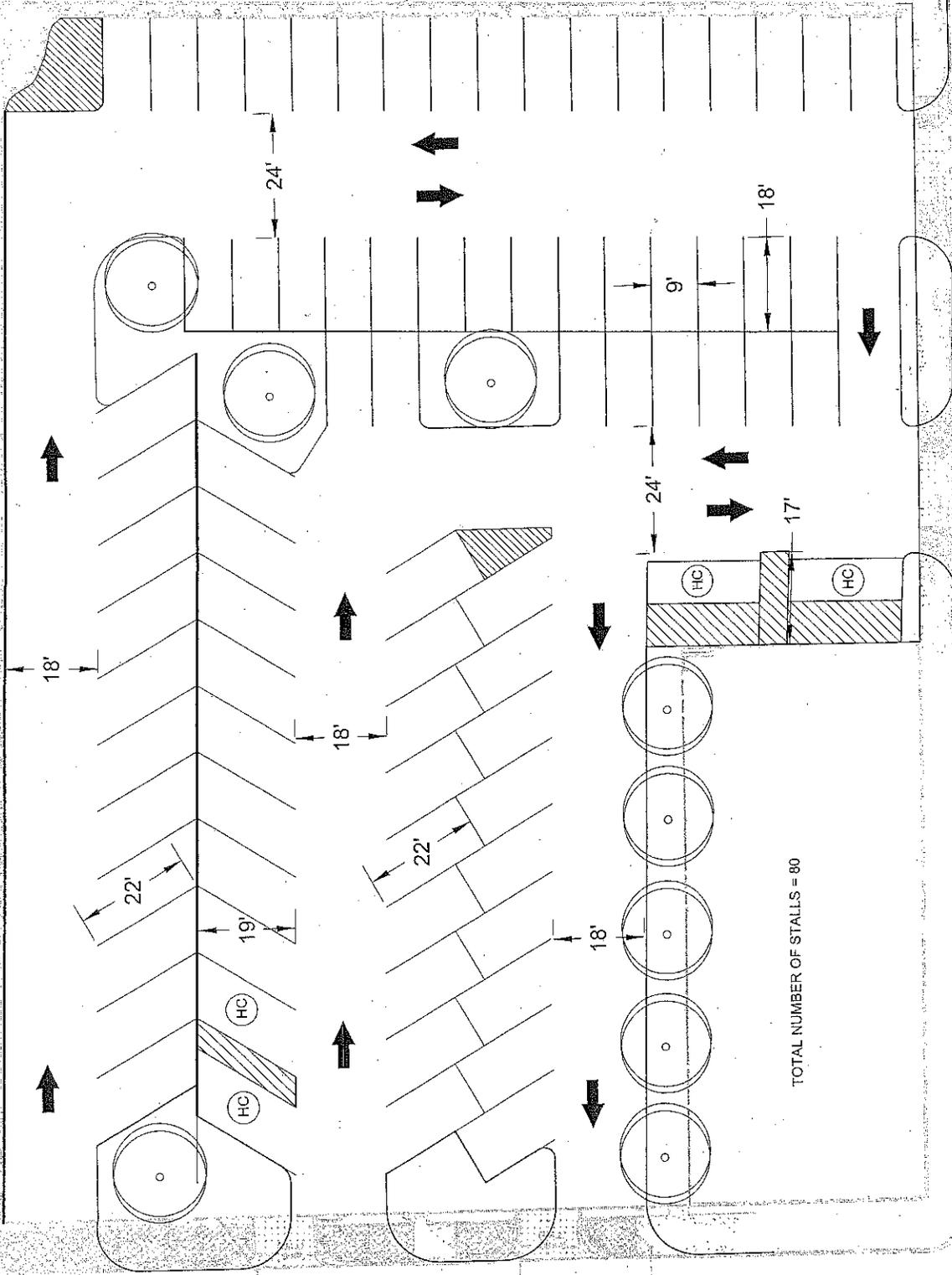
Obert Street Municipal Parking Lot
Layout Sketch

BOROUGH OF SOUTH RIVER
Middlesex County, New Jersey



TOTAL NUMBER OF STALLS = 99

COMFORMING



TOTAL NUMBER OF STALLS = 80



June 2014
 D. AND T. M. J. P. E.
 CONSULTING AND LANDSCAPE ARCHITECTURE, INC.

Obert Street Municipal Parking Lot
 Layout Sketch

BOROUGH OF SOUTH RIVER
 Middlesex County, New Jersey

JOHN H. ALLGAIR, PE, PP, LS (1983-2006)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALESÌ, PE, PP, CME



TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP

July 10, 2014

Borough of South River
48 Washington Street
South River, NJ 08882

Attn: Frederick Carr,
Borough Administrator

Re: **2014 Roadway Improvements**
Rose Street, Cleveland Avenue,
Essex Street, Union Avenue,
Morningside Avenue and Monush Street
South River, New Jersey
Our File No.: PSR00641.01

Dear Mr. Carr:

Pursuant to your request, we respectfully submit the following amended cost estimate for the above referenced project which includes work on Rose Street, Cleveland Avenue, Essex Street, Union Avenue, Morningside Avenue and Monush Street. We estimate the construction cost for this project will be approximately \$357,000.00. Pursuant to the Borough's request this estimate is strictly for the milling and two inch (2") hot mix asphalt surface overlay, installation of traffic stripes and markings, asphalt price adjustments (required by the Local Public Contract Law), traffic control items and police traffic directors. The installation of required A.D.A. compliant handicap ramps, NJDEP compliant storm sewer inlet "eco" heads and bicycle safe grates, storm sewer under drain systems, "flow-seal" manhole covers to prevent infiltration, repair of areas of poor subgrade (with the exception of Morningside Avenue) and hot mix asphalt base restoration are not included in this estimate. If the Borough wishes to include these items at a later date, the construction cost estimate will increase. Please find below a description and estimated cost for each portion of the project:

Rose Street

The work on Rose Street will be between Monush Street and Prospect Street (C.R. 677). The work will include removal of existing hot mix asphalt surface course, the installation of a new hot mix asphalt surface course overlay and the installation of new striping within the project limits. Our preliminary construction cost estimate for this work is approximately \$59,000.00.

Cleveland Avenue

The limit of the work in Cleveland Avenue is from the intersection of Old Bridge Turnpike (C.R. 527) to Albourne Street. The work will include removal of existing hot mix asphalt surface course, the installation of a new hot mix asphalt surface course overlay and the installation of new striping within the project limits. Our preliminary construction cost estimate for this work is approximately \$34,000.00.

Essex Street

The work on Essex Street will be between Willett Avenue and Johnson Place. The work will include removal of existing hot mix asphalt surface course, the installation of a new hot mix asphalt surface course overlay and the installation of new striping within the project limits. Our preliminary construction cost estimate for this work is approximately \$63,000.00.



Letter to: Mr. Frederick Carr
July 10, 2014
Page 2 of 2

Union Avenue

The limit of the work in Union Avenue is from the intersection of East Street to Center Street. The work will include removal of existing hot mix asphalt surface course, the installation of a new hot mix asphalt surface course overlay and the installation of new striping within the project limits. Our preliminary construction cost estimate for this work is approximately \$40,000.00.

Morningside Avenue

The work on Morningside Avenue will be between Montgomery Street and Willett Avenue. The work will include removal of existing hot mix asphalt surface course, the installation of a new hot mix asphalt surface course overlay, potential base course repairs due areas of failing subbase and the installation of new striping within the project limits. Our preliminary construction cost estimate for this work is approximately \$94,500.00.

Monush Street

The work on Monush Street will be between John Street and Prospect Street (C.R. 677). The work will include removal of existing hot mix asphalt surface course, the installation of a new hot mix asphalt surface course overlay and the installation of new striping within the project limits. Our preliminary construction cost estimate for this work is approximately \$66,500.00.

In conclusion, we estimate the construction cost for this project will be approximately \$357,000.00.

We respectfully submit the following Professional Engineering Services cost estimates for the various tasks of the above referenced project.

• Design Phase Services	\$22,865.00
• Bid Phase Services	\$ 4,160.00
	\$27,025.00

We will provide the Borough with a proposal for our Construction Administration service fees once the bids are received.

Depending upon the variation in construction materials and oil prices, the project construction costs may increase or decrease.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,

CME Associates

Bruce M. Koch, PE, PP, CME
Borough Engineer's Office

BMK/DM
Enclosure

cc: Mayor John Krenznel
All Council Members
Borough Clerk
Borough Attorney
Chief Financial Officer
Director of Public Works

LAW OFFICES OF
JAMES P. NOLAN
&
ASSOCIATES
A Limited Liability Company

James P. Nolan, Jr., ID #004591987
Certified Criminal Trial Attorney
Fredrick L. Rubenstein, ID #004651994
Eric L. Lange, ID #038441997
Admitted in NJ & NY
Sanford Rader, ID #190871960
Of Counsel

RECEIVED

JUL - 8 2014

July 2, 2014

BOROUGH ADMINISTRATOR

Borough of South River
48 Washington Street
South River, New Jersey 08882
Attn: Fredrick Carr, BA

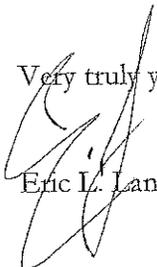
RE: Standby Generation for the Department of Public Works Facility

Dear Mr. Carr:

I have been advised that Spark Electric has challenged the bid submitted by Forest Electric. Previously, I advised that the bid of Forest Electric is to be considered the lowest responsible bidder. The concerns raised by Spark Electric have to do with the unsigned bid bond and consent of surety. As you will recall, we looked into this issue in the past and have been advised by Rita Sagistano, attorney in fact for Travelers Insurance Company, that the bond would in fact be honored in its present unsigned form. I enclose herewith an additional copy of Ms. Sagistano's May 6, 2014 letter confirming their position with respect to the unsigned bond. Accordingly, the objection raised by Spark Electric is invalid and the contract should in fact be awarded to Forest Electric as the lowest responsible bidder.

Should you have any questions or wish to discuss this matter in further detail, please feel free to contact me at any time.

Very truly yours,


Eric L. Lange, Esq.

ELL/sv

Enc.

cc: Bruce Koch

Construction Services Group



May 6, 2014

Eric Lang Esq.
James Nolan & Associates
61 Green Street,
Woodbridge, NJ 07095

Re: Principal: Forest Electric Corp.
Obligee: Borough of South River, New Jersey
Project: Standby Generation for the Department of Public Works Facility -
PSR00545.01

Dear Eric:

Enclosed please find Consent to unsigned Bid Bond and Consent of Surety, executed in 1 counterpart, in connection with the above referenced bond.

Please forward the original to Borough of South River, New Jersey; a copy has been enclosed for your files.

If you should have any questions or if I may be of further assistance, please do not hesitate to call me at 516-414-8900.

Sincerely,

A handwritten signature in black ink that reads "Rita Sagistano". The signature is written in a cursive, flowing style.

Rita Sagistano
Assistant Vice President

—Enclosure

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES!, PE, PP, CME



TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP

June 19, 2014

Mayor and Borough Council
Borough of South River
48 Washington Street
South River, New Jersey 08882

Re: **Rebid for Standby Generation for the Department of Public Works Facility**
South River, New Jersey
Our File No.: PSR00545.01

Dear Mayor and Borough Council:

On Friday, April 4, 2014, bids were received at the South River Municipal Building for the above referenced project. As indicated on the attached bid tabulation sheet, six (6) bids were received.

Pursuant to your direction, we prepared the bid documents to include two (2) bid options. Bid Item(s) 1 was for the six (6) individual generators. The apparent low bidder for Bid Item(s) 1 was Forest Electric Corporation with a bid of \$862,130.00. Bid Item(s) 2 was for the one (1) 1-Megawatt generator. The apparent low bidder for the Bid Item(s) 2 was Forrest Electric Corporation with a bid of \$918,706.00.

We had previously forwarded the bid documents with our tabulation sheet to the Borough Attorney. Eric L. Lange of the Borough Attorney's office responded in a letter dated April 14, 2014 stating that due to Beach Electric's failure to identify a geotechnical subcontractor, their bid must be rejected. Their rejection is noted on the bid tabulation sheet attached by the cross markings.

Subject to the availability of funds, and the concurrence of the Borough Attorney, the Borough has the following options:

- Option 1:* To award the Contract to Forest Electric Corp. for the six (6) individual Detroit Diesel generators in the amount of \$862,130.00
- Option 2:* To award the Contract to Forest Electric Corp. for the one (1) 1-Megawatt Detroit Diesel generator in the amount of \$918,706.00

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,

Bruce M. Koch, P.E., P.P., C.M.E.
Borough Engineer's Office

BMK/mdp
Enclosure

cc: All Council Members
Borough Administrator
Borough Clerk
Borough Attorney
Chief Financial Officer
Borough Auditor
Director of Public Works
Thomas J. Noto, P.E.

**SUMMARY OF BIDS RECEIVED ON APRIL 4, 2014
BY THE BOROUGH OF SOUTH RIVER
FOR THE "STANDBY GENERATION FOR THE DEPARTMENT OF PUBLIC WORKS FACILITY"
AMENDED: 06/17/2014**



NAME:		Forest Electric Corp.				Allied Construction		
ADDRESS:		206 McGaw Drive				493 Washington Road		
CITY / STATE:		Edison, NJ 08837				Parlin, NJ 08852		
BID GUARANTEE:		BID BOND				BID BOND		
SURETY:		10% NTS \$20,000				10% NTS \$20,000		
ITEM	DESCRIPTION	QUANTITY	DETROIT DIESEL		CUMMINS		DETROIT DIESEL	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1a	Furnish and install a 250 kilowatt generator at the Water Treatment Plant including, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$215,130.00	\$215,130.00	\$245,900.00	\$245,900.00	\$225,000.00	\$225,000.00
1b	Furnish and install a 50 kilowatt generator at the Lift Change including, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$102,000.00	\$102,000.00	\$117,000.00	\$117,000.00	\$100,000.00	\$100,000.00
1c	Furnish and install a 100 kilowatt generator at Well #2 including, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$95,000.00	\$95,000.00	\$114,000.00	\$114,000.00	\$94,000.00	\$94,000.00
1d	Furnish and install a 500 kilowatt generator at the Booster Pumping Station including, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$206,000.00	\$206,000.00	\$248,000.00	\$248,000.00	\$256,000.00	\$256,000.00
1e	Furnish and install a 50 kilowatt generator at the Powerhouse (Mechanics Garage) including, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$116,000.00	\$116,000.00	\$123,000.00	\$123,000.00	\$117,000.00	\$117,000.00
1f	Furnish and install a 50 kilowatt generator at the OSM (EMS) Trailer including, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$103,000.00	\$103,000.00	\$109,000.00	\$109,000.00	\$97,000.00	\$97,000.00
1g	ALLOWANCE FOR WORK NOT SPECIFIED (ONLY IF & WHERE ORDERED)	1 L.S.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
BID ITEM 1 TOTAL:				\$862,130.00		\$981,900.00		\$914,000.00
APPARENT LOW BASE BID								
ANNUAL MAINTENANCE CONTRACT AMOUNTS FOR SIX (6) INDIVIDUAL GENERATORS (BID ITEMS 1A-1F)								
	YEAR 2	1 L.S.	\$8,446.00	\$8,446.00	\$23,749.00	\$23,749.00	\$8,000.00	\$8,000.00
	YEAR 3	1 L.S.	\$8,790.00	\$8,790.00	\$23,749.00	\$23,749.00	\$8,200.00	\$8,200.00
	YEAR 4	1 L.S.	\$9,000.00	\$9,000.00	\$25,126.00	\$25,126.00	\$8,500.00	\$8,500.00
	YEAR 5	1 L.S.	\$9,400.00	\$9,400.00	\$25,126.00	\$25,126.00	\$8,750.00	\$8,750.00
	YEAR 6	1 L.S.	\$9,642.00	\$9,642.00	\$25,126.00	\$25,126.00	\$9,000.00	\$9,000.00
	ANNUAL MAINTENANCE SUBTOTAL:		\$45,280.00		\$122,876.00		\$42,450.00	
	BID ITEM 1 INCLUDING MAINTENANCE SUBTOTAL: (SUBTOTAL PROVIDED FOR INFORMATIONAL PURPOSES ONLY, NON-BASIS OF AWARD)			\$907,410.00		\$1,104,776.00		\$956,450.00
2a	Furnish and install one (1) 1-Megawatt generator located approximately one hundred feet (100) east of the Powerhouse Building including, but not limited to, all required foundations, reports, equipment, materials, the foundation, structural enclosures, switch gear, utility poles and trawlers, with the restoration of any disturbed pavement and landscaping, in order to provide a fully functional turn-key system in accordance with the enclosed plans, construction details, electrical details and specifications.	1 L.S.	\$895,706.00	\$895,706.00	\$1,040,000.00	\$1,040,000.00	\$906,000.00	\$906,000.00
2b	ALLOWANCE FOR WORK NOT SPECIFIED (ONLY IF & WHERE ORDERED)	1 L.S.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
BID ITEM 2 TOTAL:				\$918,706.00		\$1,065,000.00		\$931,000.00
APPARENT LOW BASE BID								
ANNUAL MAINTENANCE CONTRACT AMOUNTS FOR ONE (1) 1-MEGAWATT GENERATOR (BID ITEM 2A)								
	YEAR 2	1 L.S.	\$4,900.00	\$4,900.00	\$7,694.00	\$7,694.00	\$4,500.00	\$4,500.00
	YEAR 3	1 L.S.	\$4,967.00	\$4,967.00	\$7,694.00	\$7,694.00	\$5,000.00	\$5,000.00
	YEAR 4	1 L.S.	\$5,115.00	\$5,115.00	\$8,085.00	\$8,085.00	\$5,100.00	\$5,100.00
	YEAR 5	1 L.S.	\$5,236.00	\$5,236.00	\$8,085.00	\$8,085.00	\$5,500.00	\$5,500.00
	YEAR 6	1 L.S.	\$5,428.00	\$5,428.00	\$8,085.00	\$8,085.00	\$6,000.00	\$6,000.00
	ANNUAL MAINTENANCE SUBTOTAL:	1 L.S.		\$25,646.00		\$39,643.00		\$26,100.00
	BID ITEM 2 INCLUDING MAINTENANCE SUBTOTAL: (SUBTOTAL PROVIDED FOR INFORMATIONAL PURPOSES ONLY, NON-BASIS OF AWARD)			\$944,352.00		\$1,104,643.00		\$957,100.00
IRREGULARITIES		1. Surety Bond and Page C-4 not signed or sealed by Forest Electric Corp. Letter provided by insurance company validating bond * 2. Licensed Electrical Contractor Certification not provided. * 3. Bid Changes on Pages C-16 and C-18 are not initialed * *The Borough Attorney has determined these are not fatal irregularities					IRREGULARITIES	
TRUE COPY OF BID RECEIVED BY THE BOROUGH CLERK'S AND THE BOROUGH ENGINEER'S OFFICE ON FRIDAY, APRIL 4, 2014 AT 10:00 A.M. PREVAILING LOCAL TIME.							1. Written lump sum price bid for Item 2a was not provided. Numerical Lump Sum bid was provided and used in bidlist.	
BRUCE M. KOCH, PROFESSIONAL ENGINEER							NOTE: BIDDER SUBMITTED A BASE BID AND ALTERNATE BID FOR BOTH BID ITEMS	
N.J. P.E. LICENSE NO. 34378								

**SUMMARY OF BIDS RECEIVED ON APRIL 4, 2014
BY THE BOROUGH OF SOUTH RIVER
FOR THE "STANDBY GENERATION FOR THE DEPARTMENT OF PUBLIC WORKS FACILITY"
AMENDED: 06/17/2014**



NAME:	R. Spati Incorporated	Tri-Val Electric Corp.	Beach Electric Co., Inc.
ADDRESS:	7 Commerce Street, Suite 4 Somerville, NJ 08876	205 South Newman Street Hackensack, NJ 07601	57-60 Grove Street Paterson, NJ 07633
CITY / STATE:	Somerville, NJ	Hackensack, NJ	Paterson, NJ
BID GUARANTEE:	BID BOND	BID BOND	BID BOND
BID GUARANTEE:	10% NTS \$25,000	10% NTS \$25,000	10% NTS \$20,000
SURETY:	CUMMINS	CUMMINS	CUMMINS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1a	Furnish and install a 350 kilowatt generator at the Water Treatment Plant building, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$197,903.00	\$197,903.00	\$214,000.00	\$214,000.00	\$209,165.00	\$209,165.00
1b	Furnish and install a 50 kilowatt generator at the Lina Garage Including, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$120,768.00	\$120,768.00	\$114,000.00	\$114,000.00	\$77,410.00 \$77,400.00	\$77,400.00
1c	Furnish and install a 100 kilowatt generator at Well #2 Including, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$120,727.00	\$120,727.00	\$115,000.00	\$115,000.00	\$74,765.00	\$74,765.00
1d	Furnish and install a 500 kilowatt generator at the Booster Pumping Station Including, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$224,601.00	\$224,601.00	\$284,000.00	\$284,000.00	\$313,745.00	\$313,745.00
1e	Furnish and install a 60 kilowatt generator at the Powerhouse (Mechanics Garage) Including, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$136,176.00	\$136,176.00	\$128,000.00	\$128,000.00	\$76,265.00	\$76,265.00
1f	Furnish and install a 80 kilowatt generator at the ODM (JEMS) Trailer Including, but not limited to, the foundation, a service entrance rated automatic transfer switch, digital electronic generator set controls, digital governor, digital voltage regulator, copper clad steel ground rods, NEMA electrical enclosure, as well as additional materials and equipment as included in the project drawings and specifications in order to provide a fully functional turn-key system.	1 L.S.	\$121,825.00	\$121,825.00	\$106,000.00	\$106,000.00	\$72,165.00	\$72,165.00
1g	ALLOWANCE FOR WORK NOT SPECIFIED (ONLY IF & WHERE ORDERED)	1 L.S.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
BID ITEM 1 TOTAL:				\$947,008.00	\$986,008.00	\$986,008.00	\$640,765.00 \$647,750.00	\$647,750.00
ANNUAL MAINTENANCE CONTRACT AMOUNTS FOR SIX (6) INDIVIDUAL GENERATORS (BID ITEMS 1A-1F)								
	YEAR 2	1 L.S.	\$21,590.00	\$21,590.00	\$20,000.00	\$20,000.00	\$12,740.00	\$12,740.00
	YEAR 3	1 L.S.	\$21,590.00	\$21,590.00	\$20,000.00	\$20,000.00	\$12,740.00	\$12,740.00
	YEAR 4	1 L.S.	\$22,240.00	\$22,240.00	\$21,000.00	\$21,000.00	\$12,740.00	\$12,740.00
	YEAR 5	1 L.S.	\$22,240.00	\$22,240.00	\$21,500.00	\$21,500.00	\$12,740.00	\$12,740.00
	YEAR 6	1 L.S.	\$22,240.00	\$22,240.00	\$22,000.00	\$22,000.00	\$12,740.00	\$12,740.00
	ANNUAL MAINTENANCE SUBTOTAL:			\$128,900.00		\$128,500.00		\$128,500.00
	BID ITEM 1 INCLUDING MAINTENANCE SUBTOTAL:			\$1,066,908.00		\$1,089,508.00		\$877,250.00
<small>(SUBTOTAL PROVIDED FOR INFORMATIONAL PURPOSES ONLY, NON-BASIS OF AWARD)</small>								

2a	Furnish and install one (1) 3-Megawatt generator located approximately one hundred feet (100') east of the Powerhouse Building Including, but not limited to, all required certifications, reports, equipment, materials, the foundation, structural enclosure, switch gear, utility poles and breakers, with one restoration of any disturbed pavement and landscaping, in order to provide a fully functional turn-key system in accordance with the proposed plans, construction details, electrical details and specifications.	1 L.S.	\$1,129,000.00	\$1,129,000.00	\$1,150,000.00	\$1,150,000.00	\$1,064,500.00 \$1,264,000.00	\$1,264,000.00
2b	ALLOWANCE FOR WORK NOT SPECIFIED (ONLY IF & WHERE ORDERED)	1 L.S.	\$26,000.00	\$26,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
BID ITEM 2 TOTAL:				\$1,148,000.00	\$1,175,000.00	\$1,175,000.00	\$1,264,500.00 \$1,279,000.00	\$1,279,000.00
ANNUAL MAINTENANCE CONTRACT AMOUNTS FOR ONE (1) 1-MEGAWATT GENERATOR (BID ITEM 2A)								
	YEAR 2	1 L.S.	\$6,895.00	\$6,895.00	\$7,700.00	\$7,700.00	\$4,200.00	\$4,200.00
	YEAR 3	1 L.S.	\$6,895.00	\$6,895.00	\$7,700.00	\$7,700.00	\$4,200.00	\$4,200.00
	YEAR 4	1 L.S.	\$7,350.00	\$7,350.00	\$8,100.00	\$8,100.00	\$4,200.00	\$4,200.00
	YEAR 5	1 L.S.	\$7,350.00	\$7,350.00	\$8,200.00	\$8,200.00	\$4,200.00	\$4,200.00
	YEAR 6	1 L.S.	\$7,350.00	\$7,350.00	\$8,300.00	\$8,300.00	\$4,200.00	\$4,200.00
	ANNUAL MAINTENANCE SUBTOTAL:	1 L.S.		\$36,040.00		\$40,000.00		\$36,040.00
	BID ITEM 2 INCLUDING MAINTENANCE SUBTOTAL:			\$1,180,040.00		\$1,215,000.00		\$1,305,040.00
<small>(SUBTOTAL PROVIDED FOR INFORMATIONAL PURPOSES ONLY, NON-BASIS OF AWARD)</small>								

IRREGULARITIES	IRREGULARITIES	IRREGULARITIES
1. Bid Item 1f is a copy and not written in original ink.	1. Certificate of Experience was not completed. 2. Structural subcontractor not identified.	1. Guaranteed Subcontractor Bond not filed. 2. Six Subcontractor Public Works Contractor Registration Certificates not provided. 3. For Item No. 1b, miscellaneous work - Worked entry recorded. 4. Mathematical Error in calculation, sum of bid items 1a through 1g \$847,750.00 5. Mathematical Error in calculation, sum of bid items 2a through 2b \$1,279,000.00 6. Business Registration and Public Works Contractor Registration Certificates for Beach Electric not provided. 7. Public Works Contractor Registration Certificates for subcontractors not provided. 8. Licensed Electrical Contractor Certification not provided. 9. Disclosure of Investment Activities in bid form is incomplete. 10. BID REJECTED DUE TO FATAL FLAW LISTED AS #1 ABOVE
<p align="center">TRUE COPY OF BID RECEIVED BY THE BOROUGH CLERKS AND THE BOROUGH ENGINEER'S OFFICE ON FRIDAY, APRIL 4, 2014 AT 10:00 A.M. PREVAILING LOCAL TIME.</p> <p align="center">BRUCE M. KOCH, PROFESSIONAL ENGINEER</p> <p align="center">N.J. P.E. LICENSE NO. 34378</p>		

PSR00545.01

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALESI, PE, PP, CME



TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP

June 19, 2014

Borough of South River
48 Washington Street
South River, New Jersey 08882

Attn: Fred Carr, Borough Administrator

**Re: Standby Generation for the Department of Public Works
South River, New Jersey
Our File No.: PSR00545.01**

Dear Mr. Carr:

I am in receipt of the attached letter from Spark Electric concerning the award of the bid for the above referenced project.

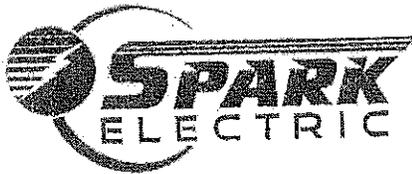
Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,

Bruce M. Koch, P.E., P.P., C.M.E.
Borough Engineer's Office

BMK/sm
Enclosure

cc: Mayor John Krenzel
All Council Members
Borough Clerk
Borough Attorney
Chief Financial Officer
Director of Public Works
Thomas J. Noto, P.E.



R. SPARK INCORPORATED

June 19, 2014

Via Email, & Federal Express

Mr. Bruce M. Koch, P.E., P.P., C.M.E.
CME Associates
3141 Bordentown Avenue
Parlin, NJ 08859-1162

RE: Protest Letter for Bid for File #PSR00545.01
Standby Generator for the Department of Public Works
South River, NJ

Dear Mr. Koch:

After receiving the initial correspondence regarding the extension requests regarding the above mentioned bid, it was our initial assumption that Spark was in the running to be awarded the project. After personally coming to your office to review the documents of all the bidders, I was astonished to learn that CME is planning to recommend awarding this contract to Forest Electric (hereinafter "Forest").

Forest, the apparent low bidder, failed to submit a proper bid. In particular, the Forest bid failed to contain a properly executed bid bond and the consent of surety - both of which are mandatory items that are required for bid completion. (See Exhibit A) In accordance with the controlling State law, failure to include these mandatory items therefore makes the Forest bid fatally defective and inadmissible. (See Exhibit B) As a result, the defective South River bid submission from Forest fails to establish a contractual relationship between the Surety and Forest.

Accordingly, Forest failed to submit all mandatory items on this bid by virtue of not creating a contract with its surety. This failure to execute the bid bond documents renders Forest's bid defective and non-responsive. According to the law, this failure creates a fatal defect which mandates that the South River Council reject the bid submitted by Forest. The law provides absolutely no cure for this defect.

Therefore, any award of this contract to Forest Electric is **AGAINST** New Jersey State Law.

N.J.S.A. 40A:11-23.2 states as follows: "When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids: **THE FAILURE TO SUBMIT ANY ONE OF THE MANDATORY ITEMS SHALL BE DEEMED A FATAL DEFECT THAT SHALL RENDER THE BID PROPOSAL UNRESPONSIVE AND THAT CANNOT BE CURED BY THE GOVERNING PARTY:** (emphasis added)

WBE ELECTRICAL CONTRACTING CORPORATION • LIC. & BUS. PERMIT 5183

7 Commerce Street, Suite 4 • Somerville, NJ 08876 • TEL (908) 534-9600 • FAX (908) 534-9060

An Equal Opportunity Employer

- A. A guarantee to accompany the bid.....
- b. A certificate from a surety company.....
- c. A statement of Ownership....
- d. A listing of subcontractors.....”

CME advised me that the second and third low bidders were unacceptable for various reasons and would be thrown out of the running. (Beach Electric had major discrepancies with its pricing submission, while Allied Construction failed to provide pricing for the specified manufacturer). By virtue of elimination, this would leave Spark Electric as the lowest responsible bidder.

Upon reviewing the documents, I confirmed Forest Electric's fatal defect. However, I was informed that Forest Electric presented an improper legal rationale that conveniently advocates that the municipality should ignore State law and unilaterally ignore/ waive the fatal defect to its bid. This is clearly inappropriate, as was the subsequent agreement by the municipality's legal counsel, to allow such a waiver. Creative arguments aside, the proper conclusion in this instance is not open for debate, as under the controlling State law, there is no "waiving" of a fatal defect with a bid submission. Indeed, this is exactly why such laws were created in the first place. Alas, a review of the statute and caselaw supporting the intent behind the law makes it crystal clear why Forest Electric's bid must be rejected.

In *Gaglioti Contracting, Inc. v. City of Hoboken*, 301 N.J. Super. 421 (App. Div. 1997), the Court held that a listing of subcontractors (addressed in N.J.S.A. 40A:11-23.2) was material and non-waivable. The Court further spoke to its intent stating that "allowing such conduct "would adversely affect competitive bidding by placing a bidder in a position of advantage." *Gaglioti, supra*, 307 N.J. Super. At 433 (quoting *Twp. of River Vale v. R.J. Longo Construction Co.*, 127 N.J. Super. 207, 2016 (Law Div. 1974) The Court reasoned that the intent of the law is to ensure fairness amongst all bidders. The Court also reasoned that "an opportunity for favoritism is created by the award of a contract to one who fails to submit a bid in full compliance with the bidding requirements." *Gaglioti, supra*, 307 N.J. Super. at 433.

Furthermore, Forest's own broker at Alliant, in a letter to Forest, states clearly that "the bid bond and/or consent of surety **MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY. NOTARIZED AND SEALED WITH THE CORPORATE SEAL.**" Thereafter, the broker further communicates to Forest that "[I] urge you to double-check all signatures, dates, This will avoid the possibility of having a low bid rejected because of clerical error. (See Exhibit C)

Forest completely and knowingly disregarded the direction and warning submitted to them from its own bonding agent. Regardless of Forest's reasoning or its intentions, as is clear from the controlling statute, the failure to execute the mandatory bid documents automatically creates a fatal defect within the Forest bid. Because a contract with its surety is created only when the bid bond and consent of surety is signed, witnessed and sealed, this failure by Forest prevents the formation of any contract.

The laws of the State of New Jersey require that South River Counsel reject outright, as unresponsive and fatally defective, the bid submitted by Forest Electric. Moreover, upon properly rejecting Forest's bid, South River Counsel is obligated to appropriately award the contract to R. Spark Incorporated, the second lowest bidder that has complied with both the substantive and procedural requirements as set forth in the bid advertisements and specifications of the Owner, as well as the laws of the State of New Jersey.

Very truly yours,



Chrisandra Delesky
Vice President

Cc: File

Enclosures

EXHIBIT A

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,
Forest Electric Corp.
206 McGaw Drive
Edison, NJ 08837

as Principal,
and Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183-6014 , a corporation of
the State of CT , as Surety, are held and firmly bound unto

Borough of South River, New Jersey
48 Washington Street
South River, NJ 08882

as Obligeo,
in the penal sum of Ten Percent (10%) Of The Amount Bid Not To Exceed Twenty Thousand Dollars,
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Signed this 25th day of March, 2014 .

The condition of the above obligation is such that whereas the Principal has submitted to the above Obligeo, a certain
bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for

Standby Generation for the Department of Public Works Facility - PSR00545.01

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract
attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful
performance of said Contract, and for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement created by the acceptance of said
bid;

THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in full force and effect; it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extensions of time within which the said bid may be accepted; and said Surety does
hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals and such of them as are
corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper
officers, the day and year first set forth above.

Signed, sealed and delivered
in the presence of: _____ Forest Electric Corp. Principal
By _____ Title
_____ Witness

Alle Marshall _____
Witness ~~Attest~~ Rita Sagistano _____
Travelers Casualty and Surety Company of America
By *Rita Sagistano* _____
Rita Sagistano Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183

ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT --- IF A CORPORATION

State of New York, County of _____, ss.
On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of _____ of _____ the _____ that he/she is the _____ of _____ the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed in said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT --- IF INDIVIDUAL OR FIRM

State of New York, County of _____, ss.
On this _____ day of _____, 20____, before me personally appeared _____ to me known to be (the individual) (one of the firm of _____) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm),

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of **Nassau**, ss.
On this **25th** day of **March**, 20**14**, before me personally appeared **Rita Sagistano** to me known, who, being by me duly sworn, did depose and say: That he/she resides in **Nassau County of Nassau, NY** that he/she is Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guarantees, and other obligations required or permitted by law; and that such certificate has not been revoked.

Nelly Renchiwicz
Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

NELLY RENCHIWICZ
Notary Public, State of New York
No. 01RES218158
Qualified in Queens County
Commission Expires March 1, 2018

FINANCIAL STATEMENT AS OF DECEMBER 31, 2012
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 5,480,000

ASSETS		LIABILITIES	
CASH AND INVESTED CASH	\$ 15,936,791	UNEARNED PREMIUMS	\$ 783,408,602
BONDS	9,713,171,015	LOSSES	901,056,710
INVESTMENT INCOME DUE AND ACCRUED	60,762,732	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	1,446,021
OTHER INVESTED ASSETS	260,730,657	LOSS ADJUSTMENT EXPENSES	834,370,660
PREMIUM BALANCES	184,942,608	COMMISSIONS	20,281,770
NET DEFERRED TAX ASSET	63,274,376	TAXES, LICENSES AND FEES	63,702,804
REINSURANCE RECOVERABLE	12,410,524	OTHER EXPENSES	35,688,567
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,769,155	FUNDS HELD UNDER REINSURANCE TREATIES	94,449,544
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,080,470	CURRENT FEDERAL AND FOREIGN INCOME TAXES	60,675,573
UNDISTRIBUTED PAYMENTS	(1,439,589)	REMITTANCES AND ITEMS NOT ALLOCATED	16,270,981
OTHER ASSETS	984,083	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	79,094,808
		RETROACTIVE REINSURANCE RESERVE; ASSUMED	3,153,184
		POLICYHOLDER DIVIDENDS	6,730,121
		PROVISION FOR REINSURANCE	0,314,325
		ADVANCE PREMIUM	733,608
		PAYABLE FOR SECURITIES LENDING	7,769,155
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(70,805,744)
		ESCHEAT LIABILITY	523,386
		OTHER ACCRUED EXPENSES AND LIABILITIES	262,082
		TOTAL LIABILITIES	\$ 2,569,108,857
		CAPITAL STOCK	\$ 5,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,340,168,981
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,780,481,821
TOTAL ASSETS	\$ 4,338,568,779	TOTAL LIABILITIES & SURPLUS	\$ 4,338,568,778

Securities carried at \$7,740,126 in the above statement are deposited with public authorities, as required by law

Project: Standby Generation for the Department of Public Works Facility
PSR00545.01

C-4

CONSENT OF SURETY

In consideration of the premises and of one dollar to it in
Travelers Casualty and Surety Company of
hand paid by the America, the receipt whereof is hereby
acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and
proposal is made; be awarded to the corporation, person or persons making the same, it will become bound as surety
and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by
the Owner and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded it will
pay, on demand, to the said Owner any difference between the sum bid by said corporation, person or persons and the
sum which the said Owner may be obliged to pay the corporation, person or persons to whom the contract may be
awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized
officers, this

25th day of March 2014

WITNESS:
~~XXXXXXXX~~

William Matted

Travelers Casualty and Surety Company of
America

BY

Rita Sagistano
Rita Sagistano, Attorney-in-Fact (SEAL)
Surety

ATTEST:

Forest Electric Corp.*

BY

Title

EXHIBIT B

d. at the option of the contracting unit, specified alternate proposals in addition to a base specification. When the contracting unit specifies alternate proposals, the determination of which bidder's response to a request for bids offers the lowest price shall be made on the basis of the price of: (i) the base specification plus the price of any selected specified alternate proposals; or (ii) a choice of specified alternative proposals within the limit of funds that may be made available for a project. If a contracting unit provides for more than one specified alternate proposal, the contracting unit shall specify in the bid specification the criteria or ranked order by which specified alternate proposals shall be selected and included in the award of the contract by the governing body, provided that this requirement shall only apply to a project with a total estimated cost, including specified alternate proposals, of greater than \$500,000. The aggregate dollar value of accepted specified alternative proposals shall not exceed 50 percent of the base bid. If a contracting unit is found in a court of law to have chosen specific alternative proposals in a manner intended to award a contract to a specific vendor, the bids shall be voided, the contracting unit shall rebid the project, and a plaintiff who prevails in any proceeding shall be entitled to a reasonable attorney's fee.

For the purposes of this subsection:

"Specified alternate proposal" means a requirement of the bid specification for bidders to submit prices for reduced, modified or supplemental work in addition to the base proposal which may include, but not be limited to, a change in project scope or the use of alternative materials or methods of construction;

"Base specification" means the plans and specifications for the erection, alteration or repair of the building, structure, facility or other improvement to real property that are required to be met by all bidders without exception.

L.1999, c. 39, s. 1; amended 2006, c. 9.

40A:11-23.2. Required mandatory items for bid plans, specification

When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);
- e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents; and
- f. ~~(Deleted by amendment, P.L.2009, c. ...)~~

L.1999, c. 39, s. 2; amended 2004, c. 57, s. 1.

40A:11-24. Time for making awards; deposits returned

a. The contracting unit shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration

EXHIBIT C

Construction Services Group



March 25, 2014

Donna Lucas
Forest Electric Corp.
206 McGaw Drive
Edison, NJ 08837

Re: Oblige: Borough of South River, New Jersey
Project: Standby Generation for the Department of Public Works Facility -
PSR00545.01
ECP: \$1,225,000.00
Bid Date: 04/04/2014

Dear Donna:

Enclosed please find the above captioned bid bond and/or consent of surety executed per your request.

The bid bond and/or consent of surety must be signed by an authorized representative of your company, notarized and sealed with the corporate seal.

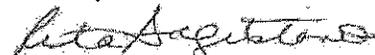
We urge you to double-check all signatures, dates, amounts and job descriptions for accuracy. This will avoid the possibility of having a low bid rejected because of a clerical error. Please verify again that the bid bond form we executed is the form required by the specification. In addition, please verify that anything unusual that has been requested by the obligee is attached.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, please contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,


Rita Sagistano
Attorney-in-Fact

Your bid results are very important, please mail or fax this information back to the address below within 5 days of the bid opening.

Contractors Name	Contract Price
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

Where did you place _____ and your price \$ _____

Patricia Oconnor

From: Frederick Carr
Sent: Tuesday, June 10, 2014 10:13 AM
To: Koch, Bruce; James Nolan
Cc: Patricia Oconnor
Subject: Generator

Greetings,

Do you think we will have resolved the generator issues to award a contract on 14 July 2014.

We shall place it on the agenda, and hope for the best.

Thanks

Frederick C. Carr
Borough Administrator
Borough of South River
48 Washington Street
South River, NJ 08882
(732) 257 - 1999 ext. 120
(848) 992 - 6357 (Cell)

WARNING: Email received by or sent to Borough officials is subject to the Open Public Records Act [OPRA]. This means that absent some specific privilege, all such communications are considered a public record and are subject to publication and/or dissemination to the public upon request.

Patricia Oconnor

From: Frederick Carr
Sent: Thursday, June 19, 2014 3:35 PM
To: McCarty, Sharon; Adriano Soares; Debbie Jones; James Jones; James P. Nolan (jnolan@jpnlaw.us); Jim Hutchison; John Krenzel; Joe Zanga; Michael Trenga; Peter Guindi; Patricia Oconnor; Shawn Haussermann; Sheryl Nevin; Tom Roselli
Subject: RE: Standby Generation DPW

Greetings,

Please insure all these issues have been addressed so that the Mayor and Council can consider their possible acceptance of the bids or not during the council meeting of 14 July 2014.

Thanks

Frederick C. Carr
Borough Administrator
Borough of South River
48 Washington Street
South River, NJ 08882
(732) 257 - 1999 ext. 120
(848) 992 - 6357 (Cell)

WARNING: Email received by or sent to Borough officials is subject to the Open Public Records Act [OPRA]. This means that absent some specific privilege, all such communications are considered a public record and are subject to publication and/or dissemination to the public upon request.

From: McCarty, Sharon [mailto:SMcCarty@cmeusa1.com]
Sent: Thursday, June 19, 2014 3:33 PM
To: Adriano Soares; Debbie Jones; Frederick Carr; James Jones; James P. Nolan (jnolan@jpnlaw.us); Jim Hutchison; John Krenzel; Joe Zanga; Michael Trenga; Peter Guindi; Patricia Oconnor; Shawn Haussermann; Sheryl Nevin; Tom Roselli
Subject: Standby Generation DPW

Sharon McCarty
CME Associates
3141 Bordentown Ave
Parlin, NJ 08859
732-727-8000 (p)
732-727-3989 (f)
smccarty@cmeusa1.com