

- 250. Approve Mercantile license for Sub Contractors
- 251. Approve Mercantile license for Bucati Leather, Inc.
- 252. Approve Mercantile license for 3S Network Inc.
- 253. Approve Sidewalk Café License for Café Sical
- 254. Approve Sidewalk Café License for Sub Contractors
- 255. Approve SR Knights Pop Warner Canning Fundraiser request
- 256. Accept resignation letter of SR Rescue Squad member C.Sharm
- 257. Accept resignation letter of SR Rescue Squad member J. Sahrma
- 258. Accept resignation letter of SR Rescue Squad member A. Desai
- 259. Approve removal of SR Rescue Squad members (C.Gileski, R. Kolenovic, C. Andre, R.Beshada, C. Dimaggio, B.Hode)
- 260. Refund of water, electric consumer deposits

BILLS ORDERED PAID 2012-261

1. ____ 2. ____

COUNCIL COMMENTS

PUBLIC COMMENTS-(good & welfare of Borough)

EXECUTIVE SESSION

ADJOURNMENT

**BOROUGH OF SOUTH RIVER
COUNTY OF MIDDLESEX**

BOND ORDINANCE NO. 2012-22

BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO KAMM AVENUE SECTION II, AND APPROPRIATING \$275,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$71,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF SOUTH RIVER, IN THE COUNTY OF MIDDLESEX, NEW JERSEY

BE IT ORDAINED by the BOROUGH COUNCIL OF THE BOROUGH OF SOUTH RIVER, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by the Borough of South River, in the County of Middlesex, New Jersey (the "Borough"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$275,000, said sum being inclusive of all appropriations heretofore made therefor and including \$200,000 grant funds expected to be received from the New Jersey Department of Transportation and the sum of \$4,000 as the down payment for said purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in the Capital Improvement Fund of one or more previously adopted budgets.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$71,000, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of Improvements to Kamm Avenue Section II, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the Borough Clerk, as finally approved by the governing body of the Township.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$71,000, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$275,000, which is equal to the amount of the appropriation herein made

therefor. The excess of the appropriation of \$275,000 over the estimated maximum amount of bonds or notes to be issued therefor being the amount of said \$4,000 down payment for said purposes and \$200,000 grant funds expected to be received from the New Jersey Department of Transportation.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 20 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$71,000 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$75,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of

the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Borough are used to finance, on an interim basis, costs of said improvements or purposes, the Borough reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

Section 6. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Borough Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and, unless paid from other sources, the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Dated:
ATTEST:

JOHN M. KRENZEL, Mayor

PATRICIA O'CONNOR, Municipal Clerk

**BOROUGH OF SOUTH RIVER
COUNTY OF MIDDLESEX**

BOND ORDINANCE NO. 2012-23

**BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO VARIOUS
WATER SYSTEM IMPROVEMENTS, AND APPROPRIATING \$200,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF \$150,000 BONDS AND
NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED
IN AND BY THE BOROUGH OF SOUTH RIVER, IN THE COUNTY OF
MIDDLESEX, NEW JERSEY**

BE IT ORDAINED by the BOROUGH COUNCIL OF THE BOROUGH OF SOUTH RIVER, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by the Borough of South River, in the County of Middlesex, New Jersey (the "Borough"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$200,000, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$50,000 as the down payment for said purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in the Capital Improvement Fund of one or more previously adopted budgets.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$150,000, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of Improvements to various water system improvements throughout the Borough, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the Borough Clerk, as finally approved by the governing body of the Township.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$150,000, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$200,000, which is equal to the amount of the appropriation herein made therefor. The excess of the appropriation of \$200,000 over the estimated maximum

amount of bonds or notes to be issued therefor being the amount of said \$50,000 down payment for said purposes.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Borough may lawfully undertake as a water utility improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 20 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$150,000 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$10,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Borough are used to finance, on an interim basis, costs of said improvements or purposes, the Borough reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

Section 6. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Borough Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and, unless paid from other sources, the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Dated:
ATTEST:

JOHN M. KRENZEL, Mayor

PATRICIA O'CONNOR, Municipal Clerk

Resolution #2012-340

**BOROUGH OF SOUTH RIVER
CAPITAL BUDGET AMENDMENT NO. 2**

WHEREAS, the local capital budget for the year 2012 was adopted on the 9th of April, 2012, amended on July 9, 2012; and,
 WHEREAS, it is desired to again amend said 2012 capital budget section.
 NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of South River, County of Middlesex, that the following amendment to the adopted section of the Budget be made:

MOTION _____ 1st _____ 2nd _____
 RECORDED VOTE: _____ AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

- Donna Farren
- Peter Guindi
- James Hutchison
- Thomas Roselli
- John T. Trzeciak
- Matthew M. Vaughn

CAPITAL BUDGET (Current Year Action)

1 PROJECT TITLE	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	4 AMOUNTS RESERVED IN PRIOR YEARS	2012 PLANNED FUNDING SOURCES FOR CURRENT YEAR - 2012					6 TO BE FUNDED IN FUTURE YEARS
				5a 2012 BUDGET APPROPRIATIONS	5b CAPITAL IMPROVEMENT FUND	5c CAPITAL SURPLUS	5d GRANTS IN AID AND OTHER FUNDS	5e DEBT AUTHORIZED	
Road Improvements	G-1	2,455,000.00			13,000.00		200,000.00	242,000.00	2,000,000.00
Improvements to the Water Distribution System	W-1	3,200,000.00			50,000.00			150,000.00	3,000,000.00
TOTALS - ALL PROJECTS		21,950,000.00			669,800.00	50,000.00	200,000.00	2,290,200.00	18,740,000.00

RESOLUTION PROVIDING FOR THE INSERTION OF ANY SPECIAL ITEM OF REVENUE IN THE BUDGET OF ANY COUNTY OR MUNICIPALITY PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159.P.L. 1948)

WHEREAS, N.J.S.A. 40A:4-87 provided that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for an equal amount.

SECTION 1.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of South River hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget under the caption of:

Miscellaneous Revenues

Public and Private Programs offset with appropriations:

Bulletproof Vest Partnership Grant	\$ 2,632.50
Violence Against Women Act Recovery Grant	\$60,000.00
Alcohol Educational Rehabilitation	\$ 161.89
NJDL&PS-Division of Highway Traffic Safety	\$ 4,400.00

SECTION 2.

BE IT FURTHER RESOLVED, that a like sum be hereby appropriated under the caption of:

Operation: Excluded from Cap

Public and Private Programs offset by revenues

Bulletproof Vest Partnership Grant	\$ 2,632.50
Violence Against Women Act Recovery Grant	\$60,000.00
Alcohol Educational Rehabilitation	\$ 161.89
Drive Sober or Get Pulled Over 2012 Statewide Crackdown	\$ 4,400.00

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, there exists the need for the purchase of three (3) new Police Vehicles by the Borough of South River in the County of Middlesex of the State of New Jersey; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-11 et seq.) permits a contracting unit to purchase goods and services under any contract or contracts for such goods and services entered into by the lead agency in a joint purchasing agreement; and

WHEREAS, it appears that the goods and services to be purchased pursuant to this resolution at the price and upon the terms and conditions provided therein, are subject to a contract or contracts for such goods and services entered into on behalf by the Cranford Police Cooperative Pricing System; and

WHEREAS, the Chief Financial Officer of the Borough of South River has advised that funds are available in account 2-01-26-316-211 for the current year and will be appropriated in the next two succeeding budgets.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River, in the County of Middlesex and the State of New Jersey as follows:

1. The appropriate Borough Officials are hereby authorized to sign those documents necessary for the purchase of three (3) 2013 Ford Police Interceptor Sedans under contract no. 11-314 of the Cranford Police Cooperative Pricing System from

Warnock Fleet
175 Route 10
East Hanover, NJ 07936-0524

2. This contract is awarded without competitive bidding pursuant to the provision of N.J.S.A. 40A:11-11(5) payable in three (3) lease payments of \$28,327.89 each to Ford Motor Credit Company.

3. Said resolution is now of record and on file in the Office of the Borough Clerk and available for public inspection.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, there exists a need to purchase library furniture and equipment for the library renovation project in the Borough of South River; and

WHEREAS, there exists a state contract with a registered vendor known as KI (Kreuger International) under contracts #T2440 and T0408 through which municipalities are authorized by law to acquire such furniture and equipment without meeting the requirements of the public bidding laws of the State of New Jersey; and

WHEREAS, it is the governing body's desire to purchase the library furniture and equipment from the said state authorized vendor for \$71,036.72; and

WHEREAS, the Chief Financial Officer of the Borough has certified the availability of funds in account C-06-08-019-101.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the appropriate officials be and they are hereby authorized to execute the appropriate documents in order to acquire the aforesaid library furniture and equipment from the referenced vendor.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RES:2012-245

AUGUST 13, 2012

RESOLUTION

WHEREAS, the Governing Body has reached an Agreement with the South River Dispatcher's Association with regard to an extension of the negotiated agreement with the South River Dispatcher's Association for the period of January 1, 2012 to December 31, 2012 between said union and the Borough of South River.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the said extension with the South River Dispatcher's Association for the period of January 1, 2012 to December 31, 2012 is approved.

BE IT FURTHER RESOLVED that the appropriate Borough Officials are hereby authorized to execute the same on behalf of the Borough of South River.

DATED: AUGUST 13, 2012

/s/ _____
 Councilmember

/s/ _____
 Councilmember

RESOLUTION

WHEREAS, the governing body previously authorized advertisement for the sale of Borough owned property to contiguous land owners at a private sale in accordance with the statute in such case made and provided; and

WHEREAS, bids were received and opened on July 5, 2012 for the sale of Lot 9.1 in Block 165 which revealed that the highest bidder for said parcel was Sandra De Vico and Karen Kambach with a bid of \$900.00 for said parcel.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the offer to purchase Lot 9.1 in Block 165 by Sandra De Vico and Kathryn Kambach for \$900.00 be and the same is hereby accepted and confirmed and the Borough Attorney is authorized to prepare the necessary closing documents and arrange for closing of title in accordance with the terms of the ordinance authorizing the sale.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS; the Business Administrator, Borough Attorney and Utility Engineer have negotiated a Rights-Of-Way Use Agreement and Agreement for Joint Use of Poles and Rights-Of-Way with Cablevision Lightpath - NJ, Inc. for installation of fiber-optic cable; and

WHEREAS, the said agreement will enable Cablevision Lightpath - New Jersey to serve residents as well as industrial and commercial uses with fiber-optic cable in order to provide enhanced telecommunications services; and

WHEREAS, the governing body has previously amended the ordinance establishing fiber-optic cable fees in Chapter 155 of the Borough Code to provide for both underground and aboveground fiber-optic cable installation; and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the appropriate officials of the Borough are hereby authorized to sign the attached Right-of-Way Agreement and Joint Use of Poles Rights-of-Way Agreement.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated July ___, 2012 (the "Effective Date"), and entered into by and between the Borough of South River ("Municipality"), a New Jersey municipal corporation, having its address at-48 Washington Street, South River, NJ 00882, and Cablevision Lightpath-NJ, Inc. and its subsidiary company 4Connections, LLC (collectively referred to herein as "Lightpath") with offices located at 200 Jericho Quadrangle (MD1-21, Jericho, New York 11753.

RECITALS

WHEREAS, Cablevision Lightpath–NJ, Inc. was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE97120883 on December 5, 1997 and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, 4Connections, LLC has been approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket no, TE02010035 on November 5, 2003, and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities;

WHEREAS, Pursuant to such authority granted by the New Jersey Board of Public Utilities, Lightpath may locate, place, attach, install, operate and maintain facilities within Public Rights-of-Way for purposes of providing telecommunications services; and

WHEREAS, Lightpath proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system.

WHEREAS, it is in the best interests of the Municipality and its citizenry to promote competition in the telecommunications market and for the Municipality to grant consent to Lightpath to occupy said Public Rights-of-Way within the Municipality for this purpose.

WHEREAS, the consent granted herein is for the non-exclusive use of the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Municipality and Cablevision hereby agree to and with each other as follows:

Section 1: Definitions

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "Lightpath" is the grantee of rights under this Use Agreement and is known as Cablevision Lightpath-NJ, Inc. and 4Connections LLC, respectively, their successors and assigns.
- c. "Municipality" is the grantor of rights under this Use Agreement and is known as the Borough of South River , State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Public Rights-of-Way" means the space in, upon, above, along, across,, over, and through any public land, road, street or highway of the Municipality, including lands with public utility facilities as the same now or hereafter may exist, that are under the jurisdiction of

the Municipality. This term shall not include county, state, or federal rights-of-way or any property owned by any person or agency other than the Municipality, except as provided by applicable Laws or pursuant to an agreement between the Municipality and any such person or agency.

f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

Section 2: Grant of Consent.

The Municipality hereby grants Lightpath its municipal consent via resolution for the non-exclusive use of the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, and maintain a telecommunications system subject to the joint use of Poles and Rights of Way agreement with the Municipality related to Chapter 157 of the code of the municipality and Lightpath filing an application with Municipality including all information required by Chapter 157 of the Code of Municipality.

Section 3: Public Purpose.

It is deemed to be in the best interests of the Municipality and its citizenry, particularly including commercial and industrial citizens, for the Municipality to grant consent to Lightpath to occupy said Public Rights-of-Way within the Municipality for this purpose.

Section 4: Scope of Use Agreement.

Any and all rights expressly granted to Lightpath under this Use Agreement, which shall be exercised at Lightpath's sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or

concurrently with any other person or persons, and shall by further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Lightpath a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

The Municipality hereby authorizes and permits Lightpath to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by the Municipality, public utilities companies, or others, and Lightpath having first obtained consent from said companies or others for such attachments or installation, to be constructed by Lightpath located within the Public Rights-of-Way as may be permitted but only upon reasonable review of the location of such facilities by the Borough Engineer or South River Electric Utility Consulting Engineer upon all applicable requirements of Chapter 157 of the Code of Municipality having been met.

Lightpath agrees that, subject to entering into an agreement for the provision of telecommunication services with the Borough, it shall extend its network and deliver services to the municipal facility or Board of Education facility for which the agreement was entered into in accordance with the terms of the telecommunications services agreement.

Section 5: Compliance with Ordinance

Lightpath shall comply with all applicable existing ordinances of the Municipality as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law, including but not limited to Section 155 13 of Chapter 155 of the Code of Municipality.

Section 6: Duration of Consent

The non-exclusive municipal consent granted herein shall expire ten (10) years from the Effective Date of this Use Agreement and/or shall continue for such a term as any utility easement not owned by Borough shall permit.

Section 7: Indemnification

Lightpath, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Municipality, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Lightpath actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the Municipality in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Lightpath activities pursuant to the rights granted in this Use Agreement.

Section 8. Notices

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Lightpath at: Cablevision Lightpath–NJ, Inc.
200 Jericho Quadrangle (MD1-21)
Jericho, NY 11753
Attn: Attn: John E. Kieman – BTS OSPE

With a Copy To: Cablevision Lightpath–NJ,. Inc.
1111 Stewart Ave.
Bethpage, NY 11714
Attn: Legal

To the [Municipality] at: The Borough of South River
48 Washington Street
South River, NJ 00882
Attn: Municipal Clerk

Section 9. Liability Insurance

Lightpath shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy amount in the amount of Five Million Dollars (\$5,000,000.00) and naming the Municipality an additional insured. Prior to the commencement of any work pursuant to this Use Agreement, Lightpath shall file with the Municipality Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The Municipality shall notify Lightpath within fifteen (15) days or a reasonable time thereafter, after the presentation of any claim or demand to the Municipality, either by suit or otherwise, made against the Municipality on account of any of Lightpath or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

Section 10. Assignment.

Lightpath may not assign this Use Agreement without the written consent of the Municipality, which consent shall not be unreasonably withheld or delayed, except that Lightpath shall have the right, upon notice to the Municipality, to assign this Use Agreement without the Municipality's consent if

such assignment is approved by the BPU.

Section 11. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 12. Governing Law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

Section 13. Incorporation of Prior Agreements.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 14. Modification of Agreement.

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 15. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 16. Counterparts.

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Cablevision Lightpath – NJ, Inc.

Witness

Paul Corona – VP of Design & Construction

John E. Kiernan – Dir. Of OSP Engineering

Dated: _____

Dated: _____

4Connections LLC _____

Witness

Christopher Rabii, SVP Technical Operations

Print Name: _____

Dated: _____

Dated: _____

ATTEST:

BOROUGH OF SOUTH RIVER

Patricia O'Connor as
Registered Municipal Clerk for the
Borough of South River

John Krenzel, Mayor

AGREEMENT FOR JOINT USE OF POLES AND RIGHTS-OF-WAY

THIS AGREEMENT made and effective the ___ day of ___, 2012 by and between the Borough of South River, (hereinafter "South River") and Cablevision Lightpath-NJ, Inc., and 4Connections LLC (hereinafter collectively called "Licensee").

WITNESSETH:

WHEREAS, South River owns, operates and maintains poles, power lines and public rights-of-way within its Limits,

WHEREAS, Licensee desires to place certain lines, attachments and appurtenances on certain Poles of South River, for purpose of providing all lawful communications services in compliance with any and all local, state or federal regulations,

WHEREAS, South River is willing to issue Licensee a non-exclusive license, to the extent it may lawfully do so, to place, replace, relocate, modify, repair, maintain and remove its communications attachments for the provision of lawful communications services on South River's poles and rights-of-way;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their assigns and successors, do hereby covenant and agree to the following.

SECTION 1: SOUTH RIVER'S GRANT OF LICENSEE TO ATTACH TO SOUTH RIVER'S POLES AND OCCUPY PUBLIC RIGHTS-OF-WAY

1. All authority granted under this Agreement or under any license under this Agreement specifically authorizes Licensee to occupy South River's right-of-way and other public easements for the purpose of installing and maintaining communications attachments. For any City poles ("Pole") or City rights-of-way ("Right-of-Way") that occupy or constitute anything other than public rights-of-way or easements, South River expressly, apportsions or grants Licensee the right to occupy that right of way or easement, to the extent that South River may lawfully do so.
2. No use, however extended, of Poles or Rights-of-Way under this Agreement shall create or vest in Licensee any ownership of property right in said Poles or Right-of-Way, but Licensee's rights in such Poles and Rights-of-Way shall be and remain a mere license. Nothing in this Agreement shall be construed to compel South River to maintain any Pole or Right-of-Way for any period of time.
3. The license granted to Licensee hereunder with respect to any Pole or Right-of-Way shall be non-exclusive in that South River reserves the right to use any and all such Poles for any lawful purpose of business or to lease or otherwise permit any other person or entity the right to lease or use any or all Poles for any lawful purpose.

SECTION 2: TECHNICAL REQUIREMENTS

4. Licensees use of Poles covered by this Agreement shall at all times be in conformity with the requirements of the latest edition of the National Electric Safety Code (NESC), including any applicable grandfathering provisions, National Electric Code (NEC), Occupational Safety and Health Code (OSHA) and the ordinances of South River's written specifications or other public authorities in effect at the time of original construction or major change to Attachments.

SECTION 3: ESTABLISHING JOINT USE OF POLES

5. Throughout the term of this Agreement, Licensee may designate a Pole or Poles on which it desires to place any attachment. Licensee shall not place any attachment on South River's Pole(s) prior to receiving an approved Application for Permit from South River, attached hereto as Exhibit A. Overlashing may be performed by Licensee without an Application for Permit.
6. Upon receipt of Licensee's Application for Permit, South River shall schedule a joint ride-out of the Poles designated in the Application for Permit, if necessary, in order to conduct a pre-construction survey to determine whether make-ready is necessary to accommodate Licensee's proposed attachments. Licensee shall participate in the pre-construction survey. Licensee shall be required to reimburse South River for time spent by electric utility personnel at the rates customarily paid by South River to said electric utility personnel.
7. Whether or not it was necessary to conduct a joint ride-out and pre-construction survey, within ninety (90) days of the receipt of Licensee's Application for Permit South River shall approve, conditionally approve or deny each Application for Permit by returning one copy of it to Licensee reflecting its approval, conditional approval or denial in the appropriate space.
8. South River shall not unreasonably withhold approval of Licensee's Permit Applications except for reasons of reliability, capacity, safety, available pole space, failure to meet the requirements of Section 2 above, and generally applicable engineering purposes.
9. If make-ready is necessary to accommodate Licensee's Attachment, including the modification or rearrangement of the attachments of South River or any other third party attacher on any Pole or the placement of new Poles or replacement of one or more existing Poles, South River shall return a copy of the Application for Permit to Licensee reflecting such conditional approval and detailing the required make-ready and the estimated time to perform and cost associated with such make-ready. If Licensee is willing to accept South River's make-ready work as conditions to the Permit Application, Licensee shall return the Permit Application to South River signed by a duly authorized representative and reflecting Licensee's acceptance of the make-ready payment of the estimated cost associated with such make-ready work, and an agreement with any third party for payment of such costs by said party.

10. Upon receipt of written authorization and payment, South River will proceed with the make-ready work according to the specific agreed upon installation plans and the terms of the Agreement. Upon completion of the make-ready work, South River shall sign and return a copy of the approved Application for Permit authorizing Licensee a to make its Attachment(s).
11. In the event the actual make-ready costs exceed the estimate, Licensee shall pay the balance upon invoicing. In the event actual make-ready costs are less than the estimate, South River shall reimburse Licensee the balance immediately upon completion of the make-ready work.

SECTION 4. RELOCATION, REPLACEMENT OR MODIFICATION OF LICENSEE'S ATTACHMENTS AT SOUTH RIVER'S REQUEST

12. Upon written notice from South River, Licensee, within the period specified in the notice, shall replace, relocate or modify all and any portion of its attachments on a Pole that South River, in its reasonable discretion, requests in such notice. Should the replacement, relocation or modification of Licensee's attachments be due to the request and/or benefit of any other attacher, Licensee shall enter into an agreement for reimbursement with such attacher, for costs associated with the replacement, relocation or modification of Licensee's Attachments. If Licensee fails to perform such work within the period specified in the notice, South River, in the exercise of its sole discretion, may perform all or any portion of such work and charge Licensee the costs thereof.
13. Whenever any Right-of-Way consideration or any city, county or state regulation makes relocation of a Pole necessary, South River shall bear the cost of relocation of such Pole, except Licensee shall bear the entire risk and expense of relocating its Attachments.

SECTION 5: MAINTENANCE AND REPAIR OF ATTACHMENT

14. Licensee shall exercise precautions to avoid damage to facilities of South River and of others supported on City Poles. Licensee shall make an immediate report to South River of the occurrence of any such damage and hereby agrees to reimburse South River for the full expense incurred in making repairs and agrees to indemnify South River as otherwise provided herein.
15. Licensee shall at its sole risk and expense, maintain all its Attachments on Poles in a safe condition, in accordance with the Technical Requirements specified in Section 2. Licensee will immediately cure any condition, which presents an imminent threat to safety of lives or property. Licensee may perform maintenance and repair work without giving prior written notice to South River. However, should Licensee fail to comply materially with the standards set forth in this agreement, South River may require Licensee to correct such conditions within either 30 days, or longer period depending on the circumstances and the time required to correct the non-compliance.

However, South River, in the exercise of its sole discretion, and after making reasonable attempts to notify Licensee, may perform such repairs or maintenance that it deems necessary to protect the health, safety and welfare of its employees and the general public and Licensee shall reimburse South River for the cost of such repairs or maintenance.

SECTION 6: REMOVAL OF ATTACHMENTS

16. Licensee, in the exercise of its sole discretion, may remove any Attachment on any Pole, without the prior approval of South River.
17. If South River is requested by a third party to remove its Pole(s), upon 30 days' notice from South River, Licensee, at its sole risk and expense and within the period so specified in the notice shall remove all or any portion of the Attachments on any Pole(s) that South River requests in such notice. Notwithstanding the foregoing, if such request is by a private property owner and South River's poles are legitimately on the third party's private property, Licensee shall notify private property owner that it must pay Licensee to remove its attachments and for any accommodations necessary for the continued operation of Licensee's attachment (i.e., placing Licensee's facilities underground). Otherwise, Licensee shall not be required to remove its Attachments from the Pole(s). In the event that, upon removal of South River's Attachments Licensee's Attachments remain on the Pole(s), the Pole(s) shall become the property of Licensee and Licensee shall hold harmless South River from every obligation, liability or cost and from all damages, expenses or charges incurred thereafter, arising out of or because of the presence of or condition of the Pole(s). Licensee shall also pay to South River a sum equal to the present salvage value in place of such abandoned Pole(s) or other equitable sum as agreed to by the Parties and Licensor shall provide Licensee with a properly authorized bill of sale for such Pole(s).

SECTION 7: EMERGENCIES

18. In the event of an emergency, Licensee, at its sole risk and expense, shall have the right to place, replace, relocate or modify attachments on any Pole without first obtaining South River's approval for such work, however, Licensee will make all efforts to notify South River. If such emergency placement, replacement, relocation or modification does not conform to the standards set forth in this agreement, Licensee, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such attachments upon written notice from South River and within the time period specified in the notice.
19. In the event of an emergency South River should make every reasonable effort to notify Licensee, but, if under the circumstances it cannot, South River may permanently or temporarily replace, relocate, remove, modify, or perform any other work in connection with Licensee's attachments on any Pole. Licensee shall reimburse South River for the actual expense that South River may incur for such emergency work. In such event, South River shall notify Licensee immediately of both the Poles affected and the work performed.

SECTION 8: POLE ATTACHMENT FEES, CHARGES AND RATES

20. The pole attachment fee shall be determined at the time of each Permit Application. The fee shall be inclusive of all fees chargeable by South River for the use of the poles including Chapter 157 of the South River Municipal Code, or any other South River ordinance or law concerning fees for the right to occupy South River rights-of-way. For purposes of calculating the annual pole attachment fees, South River shall pro-rate the fees based on the number of months an attachment actually occupied a pole. For the purposes of this paragraph, any attachment placed within a particular month shall be deemed to have occupied the pole for the entire month.
21. Equipment associated with Licensee's mainline attachments, such as power supplies, conduit, risers, cables, wires or other ancillary equipment necessary to the operation of Licensee's network shall be considered "associated equipment" included in the annual pole attachment fee and shall not incur additional Pole Attachment Fees when attached to a pole with a mainline attachment. Licensee shall pay South River for all metered power supplies which shall be billed separately from pole attachment fees.
22. Whenever Licensee is required under this Agreement to reimburse South River for South River's expenses, such expenses shall include South River's full and actual cost and expense therefor. Bills for expenses and other charges under this Agreement shall be payable within forty five (45) days after receipt of a detailed invoice therefor.
23. Interest shall be charged at the rate of 8% annually or the maximum allowed by law, whichever is less, on the unpaid balance of delinquent, undisputed bills for each month or part thereof that any bill remains unpaid.

SECTION 9: UNAUTHORIZED ATTACHMENTS

24. If any of Licensee's Attachments for which no Permit Application has been issued shall be found attached to South River's Poles, Licensee, within 30 days of receipt of written notification from South River shall submit a Permit Application for such unauthorized Attachment
25. The charge for each unauthorized Attachment shall equal an amount of the annual pole attachment fee per each unpermitted pole for the number of years the attachment has occupied the pole. If the parties cannot reasonably determine the date on which the attachment was installed, the fee shall be equal to the rental payments due since the last inventory South River conducted or the date of initial attachments by Licensee in South River.

SECTION 10: INVENTORIES AND AUDITS

26. South River may request annually that Licensee provide an inventory of poles to which Licensee is attached. South River may, thereafter, at its own expense, conduct an inventory or audit to verify Licensee's report.

27. No inventory or inspection, or lack thereof, by South River shall operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

28. Any safety violations, caused by Licensee, will be corrected within 30 day's written notice. If the safety violation cannot be reasonably corrected within 30 days, the parties will establish an extended time frame based on the difficulty of making the correction and the number of parties and City Poles involved. If Licensee fails to correct any safety violation within the agreed upon time frame, South River, in the exercise of its sole discretion and without further notice or demand to Licensee and at the sole risk and expense of Licensee, may perform such work as it deems necessary. If it is unclear which party on the pole, including South River, caused a particular violation, the costs of correction shall be shared by all parties that could have been responsible for the violation.

SECTION 11: DEFAULTS

29. If Licensee shall fail to comply with the material provisions of this Agreement, or should default in any of its material obligations under this Agreement, South River shall grant Licensee 30 days notice and opportunity to cure.

30. Should Licensee fail to either cure the default or present a plan for a timely cure of the default within 30 days, South River, in exercise of its reasonable discretion, may terminate the agreement on 30 days additional notice.

31. If Licensee defaults in the performance of any work, which it is obligated to do under this Agreement, South River may elect to do such work, and Licensee shall reimburse South River for all cost thereof.

32. Upon termination or cancellation of this Agreement, in whole or in part, for any reason, Licensee shall remain liable to South River for any and all fees, other payments and damages that may be due or sustained prior to such termination or cancellation.

SECTION 12: INDEMNIFICATION AND INSURANCE

33. Licensee shall indemnify, protect, save harmless and insure South River, its officers, directors, employees, members, agents, contractors, and subcontractors from and against any and all liability, losses, costs, expenses, causes of action, damages, claims and demands for, or litigation with respect to, damages to property of Licensee or others, and for injury or death to persons, including payments made under any Worker's Compensation law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, or other damages that may be caused by Licensee, its officers, directors, employees, members, agents, contractors or subcontractors with respect to the erection, operation, maintenance, presence, use, repair, transfer, rearrangement or removal of Licensee's attachments on

or in the vicinity of South River's distribution poles or South River's easements or rights-of-way whether due to accident or other cause. Such indemnity obligation shall apply except in the event of South River's negligence or intentional misconduct.

34. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OF THE OTHER PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

35. Licensee shall carry insurance at its sole cost and expense to cover its indemnification obligations under this Agreement. The amounts of such insurance against liability due to damage to property or to injury or death of persons as to any one occurrence shall be in the amount of \$500,000.00 per injury or damage claim with a total of \$1,000,000.00 against all damage claims. Licensee shall also carry such insurance as will protect it from claims under any Workers' Compensation Laws in effect that may be applicable to it. All insurance required shall be kept in force by Licensee for the entire life of the agreement and the company or companies issuing such insurance shall have an A.M. Best rating of A- or better. Licensee shall submit to South River certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this agreement and that it will not cancel nor fail to renew any policy of insurance issued to Licensee except after thirty (30) days notice to South River.

SECTION 13: ASSIGNMENTS

36. Licensee shall not, without prior written consent of South River transfer, assign, delegate, or sublet any of its rights or obligations under this Agreement, which consent shall not be unreasonably withheld, conditioned, delayed or denied. However, Licensee may assign or transfer this Agreement and the rights or obligations under it, in whole or in part, upon notice, to any affiliate controlling, controlled by or under common control with said Party, or an entity that acquires or succeeds to ownership of all or substantially all of Licensee's assets, upon notice.

37. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns where assignment is permitted by this Agreement.

SECTION 14: APPLICABLE LAW

38. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of New Jersey. The venue of any legal proceeding relative to this Agreement shall be in a court of competent

jurisdiction in New Jersey or appropriate regulatory forum, as the case may be.

SECTION 15: ENTIRE AGREEMENT

39. This Agreement and all attachments hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersedes all prior agreements, negotiations, undertakings, understandings, proposals, statements and representations, whether written or oral concerning such matters.

SECTION 16: NOTICE

40. Any notice required to be given or made in connection with this Agreement shall be in writing and shall be made by certified or registered mail, return receipt requested, express mail or other overnight delivery service by a reputable company with tracking capability, proper postage or other charges prepaid and addressed or directed to the respective representative of the Parties below:

To Lightpath at: Cablevision Lightpath–NJ, Inc.
200 Jericho Quadrangle (MD1-21)
Jericho, NY 11753
Attn: Attn: John E. Kieman – BTS OSPE

With a Copy To: Cablevision Lightpath–NJ, Inc.
1111 Stewart Ave.
Bethpage, NY 11714
Attn: Legal

To the South River at: The Borough of South River
48 Washington Street
South River, NJ 00882

Attn: Municipal Clerk

41. Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of delivery to or receipt by the Party to whom such notice is addressed.

SECTION 17: MODIFICATION AND WAIVER

42. Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of the Parties. Such modifications, to be effective, shall expressly be identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by the Parties, unless such modification expressly provides

otherwise.

43. No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing so stating it is a waiver. No course of dealing, failure to enforce or insist upon compliance with any or the terms or conditions of this Agreement shall constitute or be construed as a waiver or relinquishment of any term, right or condition, but shall remain at all times in full force and effect.

SECTION 18: HEADINGS

44. The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

SECTION 19: TERM

45. This Agreement shall continue in force and effect for a period of ten (10) years from the date of execution and, if not terminated by either Party giving written notice of its intent to terminate not less than 180 days prior to the end of the first term, thereafter, year to year until terminated by either Party giving written notice of its intention to do so not less than 180 days prior to the end of the term. Licensee shall remove all its Attachments from South River's Poles within 180 days after the effective date of termination, unless the Parties are in the process of negotiating a replacement Pole Attachment and Right-of-Way Use Agreement

SECTION 20: FORCE MAJEURE

46. Neither Party shall be held liable for any delay or failure in performance of the Agreement from any cause beyond its control and without its fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, governmental regulations, embargoes, epidemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

SECTION 21: EXISTING AGREEMENTS

47. All existing Agreements between the Parties hereto for the Joint Use of Poles are by mutual consent abrogated and superseded by this Agreement.

48. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by South River, by contract, to other not parties to this Agreement, to use any poles covered by this Agreement; and south River shall have file right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements. The attachment privileges herein granted shall be nonexclusive, and South River shall have the right in its sole discretion to grant attachment privileges of any sort to any person, firm or corporation.

SECTION 22: THIRD PARTY BENEFICIARIES

49. The Parties agree that the terms of this Agreement and the Parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed effective as of the date and year first written above.

Cablevision Lightpath-NJ, Inc.

By: _____
Signature

Name: _____

Title: _____

Date: _____

4Connections LLC

By: _____
Signature

Name: _____

Title: _____

Date: _____

Borough of South River

By: _____
Signature

Name: _____

Title: _____

Date: _____

RESOLUTION

WHEREAS, the governing body has received change order requests No. 10, No. 11, No. 12 and No. 13 from the Architect retained for the project known as Addition and Renovation to the Library undertaken by Tekton Development Corp.; and

WHEREAS, the Architect has advised in letters dated July 9, 2012, July 12, 2012 and July 17, 2012 that the change order requests allow the painting of existing ducts at existing library space, to revise the location of boiler vents, a credit for electrical disconnect work and a credit for eliminating glass block, which work is required to satisfactorily complete the aforesaid project due to field conditions encountered; and

WHEREAS, the change orders reflect unforeseeable conditions determined during the project and the change in quantities or supplemental items still provides improved municipal services to the residents of the borough; and

WHEREAS, the Architect recommends approval of change order No. 10, No. 11, No. 12, and No. 13, all which call for an overall decrease in the amount of \$469.15.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that change order No. 10, No. 11, No. 12, and No. 13 be approved.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, the governing body has received a change order request for the project known as Purchase of a Sewer Jet Vac by Jet Vac, Inc.; and

WHEREAS, the change order allows for a Universal Jet-Cam System which will satisfactorily complete the aforesaid project for an overall increase of \$18,810.00; and

WHEREAS, the change order reflects unforeseeable conditions determined during the project and the change in quantities or supplemental items still provides improved municipal services to the residents of the borough.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the change order request of Jet Vac, Inc. for the aforesaid project is hereby approved.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, Mohamed Abdelnaby has submitted an application for a Mercantile License for a business known as Sub Contractor Sub Shop, to be located at 273 Main Street , in the Borough of South River; and

WHEREAS, the nature of the business will be a sub-deli shop; and

WHEREAS, the Mercantile License application was distributed to the appropriate agencies as provided by Code of the Borough of South River; and

WHEREAS, recommendations for approval have been submitted by all departments investigating same.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the Mercantile License Application submitted by Mohamed Abdelnaby for a business known as Sub Contractor Sub Shop, to be located at 273 Main Street, in the Borough of South River, New Jersey is hereby approved.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, Imtiaz Ali has submitted an application for a Mercantile License for a business known as Bucati Leather Inc., to be located at 427 Whitehead Ave., in the Borough of South River; and

WHEREAS, the nature of the business will be manufacturing/wholesale of leather goods; and

WHEREAS, the Mercantile License application was distributed to the appropriate agencies as provided by Code of the Borough of South River; and

WHEREAS, recommendations for approval have been submitted by all departments investigating same.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the Mercantile License Application submitted by Imtiaz Ali for a business known as Bucati Leather Inc., to be located at 427 Whitehead Ave., in the Borough of South River, New Jersey is hereby approved.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, Michael Armanios has submitted an application for a Mercantile License for a business known as 3S Network, Inc., to be located at 427 Whitehead Ave., in the Borough of South River; and

WHEREAS, the nature of the business will be an engineering firm for wireless communications; and

WHEREAS, the Mercantile License application was distributed to the appropriate agencies as provided by Code of the Borough of South River; and

WHEREAS, recommendations for approval have been submitted by all departments investigating same.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the Mercantile License Application submitted by Michael Armanios for a business known as 3S Network, Inc., to be located at 427 Whitehead Ave., in the Borough of South River, New Jersey is hereby approved.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, Café Sical located at 56 Obert St., South River, New Jersey, has applied for a Outdoor Café and Restaurant license; and

WHEREAS, the Outdoor Café and Restaurant application was distributed to the appropriate agencies as provided by Code of the Borough of South River; and

WHEREAS, recommendations for approval have been submitted by all departments investigating same.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the Mayor and Borough Council of the Borough of South River that the application of Café Sical for an Outdoor Café and Restaurant license located at 56 Obert St. is hereby approved contingent upon the following:

1. Operation hours are from 8:00 a.m. to 10:00 p.m.
2. License is valid January 1 to December 31 of the current year and must be renewed annually by written request noting any changes, if applicable, to the Borough Clerk.
3. Certificate of Insurance naming the Borough of South River and the County of Middlesex, if applicable, as additional insured on all public liability policies, to be a minimum of \$1,000,000 per individual, \$3,000,000 per event is submitted..
4. Licensing fee of \$100.00 plus \$1.00 per square foot of sidewalk utilized for said outdoor café or restaurant is submitted.

DATED: AUGUST 13, 2012

/s/ _____
 Councilmember

/s/ _____
 Councilmember

RESOLUTION

WHEREAS, Sub Contractors Sub Shop located at 273 Main St., South River, New Jersey, has applied for a Outdoor Café and Restaurant license; and

WHEREAS, the Outdoor Café and Restaurant application was distributed to the appropriate agencies as provided by Code of the Borough of South River; and

WHEREAS, recommendations for approval have been submitted by all departments investigating same.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the Mayor and Borough Council of the Borough of South River that the application of Sub Contractors Sub Shop for an Outdoor Café and Restaurant license located at 273 Main St. is hereby approved contingent upon the following:

5. Operation hours are from 8:00 a.m. to 10:00 p.m.
6. License is valid January 1 to December 31 of the current year and must be renewed annually by written request noting any changes, if applicable, to the Borough Clerk.
7. Certificate of Insurance naming the Borough of South River and the County of Middlesex, if applicable, as additional insured on all public liability policies, to be a minimum of \$1,000,000 per individual, \$3,000,000 per event is submitted..
8. Licensing fee of \$100.00 plus \$1.00 per square foot of sidewalk utilized for said outdoor café or restaurant is submitted.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, the South River Knights, Inc. has requested permission to conduct a voluntary Coin Toss/Canning fundraiser on behalf of the South River Knights Pop Warner Football and Cheer programs at the intersections of Old Bridge Turnpike and Hillside Ave., Old Bridge Turnpike and Main Street, Hillside Ave. and Main Street, and Old Bridge Turnpike and Prospect Street on Saturday, September 29, 2012, which is in addition to the previously approved dates of Saturday, July 21, 2012 and Sunday, July 22, 2012 and Saturday, August 11, 2012 and Sunday August 12, 2012; and

WHEREAS, the South River Knights, Inc. is not for profit organization and the proceeds from the Coin Toss Fundraiser will benefit the South River Knights Pop Warner Football and Cheer programs; and

NOW, THEREFORE, BE IT AND IS HEREBY RESOLVED, by the Mayor and Borough Council of the Borough of South River that South River Knights, Inc. has permission to conduct a voluntary Coin Toss/Canning fundraiser at the intersections of Old Bridge Turnpike and Hillside Ave., Old Bridge Turnpike and Main Street, Hillside Ave. and Main Street, and Old Bridge Turnpike and Prospect Street on Saturday, September 29, 2012 subject to the following:

1. That the individuals conducting the Coin Toss fundraiser shall wear a reflective safety vest while coin tossing.
2. That there will be no interference with the flow of traffic on the roadway.
3. All fundraising shall be conducted by individuals having attained at least the age of eighteen (18) years.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RES: 2012-256

AUGUST 13, 2012

RESOLUTION

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the resignation letter dated August 2, 2012, submitted by Chandramohan Sharma, Member of the South River Rescue Squad, is hereby accepted and that said member is hereby removed from the Rescue Squad roster.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RES: 2012-257

AUGUST 13, 2012

RESOLUTION

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the resignation letter dated August 2, 2012, submitted by Janvi Sharma, Member of the South River Rescue Squad, is hereby accepted and that said member is hereby removed from the Rescue Squad roster.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the resignation letter dated August 2, 2012, submitted by Anand Desai, Member of the South River Rescue Squad, is hereby accepted and that said member is hereby removed from the Rescue Squad roster.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that due to not meeting the requirements necessary to maintain active membership, the following persons are hereby removed from the Rolls of the South River Rescue Squad:

- Carole Gileski
- Refika Kolenovic
- Christine Andre
- Rebecca Beshada
- Charles Dimaggio
- Blaise Hode

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

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>
65-999-855-504 ELEC CURRENT	M CHAN-TACK & S SAMUEL 1 LAWRENCE CT MONROE TOWNSHIP, NJ 08831	\$13.30
65-999-857-055 CD	GRANDMAS KITCHEN 540 HAZEL AVE PERTH AMBOY, NJ 08861	\$1539.70
65-999-872-279 CD	RANDY HUNTER 106 PINETREE DR PARLIN, NJ 08859	\$142.98
65-999-869-089 CD	M LANZAFAMA & K MINGOLLA 120 AMBOY RD MATAWAN, NJ 07747	\$66.51
65-999-871-300 CD	KEVIN MATUSEK 43 ATLANTIC ST ELIZABETH, NJ 07206	\$55.85
65-999-861-598 CD	M'SEX CTY BOARD OF SOCIAL SVCS P O BOX 509 NEW BRUNSWICK, NJ 08903	\$148.07
65-999-856-010 CD	ELAINE OSZIE & EDWARD DRAGUSTINE 545 ENGLISHTOWN RD MONROE, NJ 08831	\$168.93
65-999-860-586 CD	RICARDO PEREZ 22 ERICK RD APT 32 MANSFIELD, MA 02048	\$257.90
66-999-980-221 WTR CURRENT	JEROME & PATRICIA PISKADLO	\$52.95
66-999-980-221 WTR PREV	14 HEATHER WAY EAST BRUNSWICK, NJ 08816	\$214.06
65-999-878-175 ELEC CURRENT	ELISA POPLAWSKI	\$280.09
65-999-957-573 ELEC PREV	45473 BLUEMONT JUNCTION SQ STERLING, VA 20164	\$27.05

66-999-984-368 WTR PREV

PROVIDENT BANK
C/O DANIEL MALANIAK
P O BOX 1001
ISELIN, NJ 08830

\$443.33

65-999-862-478 CD

SABU SILVA
2126 ORCHARD LAKE PL APT 21
TOLEDO, OH 43615

\$271.92

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RES: 2012-261

AUGUST 13, 2012

RESOLUTION

BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River, in the County of Middlesex and the State of New Jersey that all bills, claims and statements against the Borough, in the total amount of \$1,221,225.97 and previously paid claims in the amount of \$ 2,782,040.042 listing attached, have been duly itemized, audited, approved and signed by the proper officers of the Borough, be and the same are hereby ordered paid.

DATED: AUGUST 13, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

P.O. Type: All
Range: First to Last
Format: Condensed

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
76039 LONDENSKY, ARTHUR	12-01934	07/16/12	REIMBURSEMENT FOR SAFETY WEEK	Open	435.65	0.00		
A0128 ADVANCED GENERATOR EXCHANGE	12-01660	06/19/12	Alternator Repairs-BLANKET	Open	652.94	0.00		
	12-01971	07/19/12	Replace Alternator Eng. #4	Open	<u>3,940.00</u>	0.00		
					4,592.94			
A0305 ALLIED OIL COMPANY LLC	12-02016	07/23/12	Fuel Del 07/17/12	Open	9,925.27	0.00		
A0345 AMERICAN POWERNET MGMT. LP	12-01891	07/12/12	Management Fee July 2012	Open	3,580.00	0.00		
A0361 AMBROSIO, JOSEPH ESQ	12-01986	07/19/12	STATE VS. S.SIMON	Open	200.00	0.00		
A0370 AMERICAN MUSEUM OF NATURAL	12-02028	07/23/12	Group Admission 10/5	Open	350.00	0.00		
A0434 ANDERSON HOYT IRRIGATION CO, I	12-01878	07/11/12	Repair Sprinkler-Daileys Park	Open	449.85	0.00		
A0502 ARCARI & IOVINO ARCHITECTS	00-40328	08/26/10	MODIFY LIBRARY DESIGNS	Open	4,884.22	0.00		B
	12-01191	04/30/12	DESIGN & SELECTION OF SHELVING	Open	<u>812.50</u>	0.00		B
					5,696.72			
A601 APRUZZESE MCDERMOTT MASTRO &	12-02092	07/27/12	General Labor Matters - 6/2012	Open	311.70	0.00		
B0801 JOHN BARAGONE	12-02029	07/23/12	Picnic Entertainment 9/14	Open	225.00	0.00		
B0883 MATTHEW BENDER & CO INC	12-01923	07/16/12	NJAC Title 13 subscrpt renewal	Open	264.33	0.00		
B0891 NATIONAL CONSTITUTION CENTER	12-02189	08/09/12	Balance Springsteen Exhib 8/27	Open	124.00	0.00		
B0903 C BENTLEY'S CAR WASH	12-01414	05/21/12	Car Wash-BLANKET-May	Open	40.00	0.00		
	12-01569	06/07/12	Car Wash-BLANKET-June	Open	<u>45.00</u>	0.00		
					85.00			
B0952 BIGNELL PLANNING CONSULTANTS	12-02053	07/26/12	HEFNER, D. #1407	Open	83.75	0.00		
	12-02102	08/01/12	JORGE, M. #1409	Open	121.25	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
B0952	BIGNELL PLANNING CONSULTANTS			Continued				
	12-02109	08/01/12	BRYN, J. #1405	Open	<u>218.75</u>	0.00		
					423.75			
B1055	BONGIOVI, LOUIS D.							
	12-02087	07/27/12	clothing Allowance	Open	250.00	0.00		
B1069	BRICK PLANT ROAD REALTY, LLC							
	12-02086	07/26/12	REFUND PERF. BOND	Open	7,155.25	0.00		
BARBA001	ANDREW BARBACCIA							
	12-02015	07/23/12	Driver Reimbursement for BIC	Open	280.00	0.00		
C1268	MARRIOTT, CALLAHAN, BLAIR &							
	12-01486	05/29/12	NOVAK, E. #1364	Open	431.75	0.00		
	12-02054	07/26/12	HEFNER, D. #1407	Open	303.25	0.00		
	12-02089	07/27/12	PRASKI, T. #1408	Open	303.25	0.00		
	12-02103	08/01/12	JORGE, M. #1409	Open	338.50	0.00		
	12-02110	08/01/12	BRYN, J. #1405	Open	<u>303.25</u>	0.00		
					1,680.00			
C1326	CENTRAL JERSEY WASTE &							
	12-02008	07/23/12	Collection Service-July	Open	3,904.07	0.00		
C1415	CIFELLI & SONS INC							
	12-02044	07/24/12	National Night Out sausages	Open	110.00	0.00		
C1482	CME ASSOCIATES							
	12-02009	07/23/12	RIA MAR SITE PLAN/VAR.#1412	Open	690.50	0.00		
	12-02010	07/23/12	OASIS TAXI VAR. #1410	Open	104.00	0.00		
	12-02011	07/23/12	LOURENCO SUBDIV. #1355	Open	35.00	0.00		
	12-02012	07/23/12	MANUKIAN VAR. #1413	Open	138.50	0.00		
	12-02013	07/23/12	ZONING/ADJ.MEETING 6/26	Open	276.00	0.00		
	12-02022	07/23/12	SANTOS MINOR SUB. #1292	Open	96.00	0.00		
	12-02050	07/26/12	CAPITAL COURT #630	Open	69.00	0.00		
	12-02076	07/26/12	MATOS VARIANCE #1398	Open	138.00	0.00		
	12-02077	07/26/12	MATOS VARIANCE #1398	Open	70.00	0.00		
	12-02140	08/07/12	DIAS USE VARIANCE #1416	Open	104.00	0.00		
	12-02141	08/07/12	RIA MAR SITE PLAN #1412	Open	555.00	0.00		
	12-02148	08/07/12	SOUTH RIVER LIBRARY EXPANSION	Open	8,890.25	0.00		
	12-02149	08/07/12	INSPECT CURBS	Open	162.00	0.00		
	12-02172	08/09/12	MATOS, E. #1398	Open	<u>296.00</u>	0.00		
					11,624.25			
C1510	COMCAST							
	12-02106	08/01/12	SERVICE FOR 8/1-8/31/12	Open	786.29	0.00		
	12-02164	08/08/12	SERVICE FOR 8/06-9/05/12	Open	<u>270.13</u>	0.00		
					1,056.42			
C1531	CONFIRE							
	12-02033	07/23/12	OXYGEN TANK TEST	Open	191.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
C1538 CONTINENTAL FIRE & SAFETY INC	12-01887	07/12/12	channel lock rescue tool 87	Open	402.00	0.00		
C1611 CRESTWOOD LIQUOR BAR & FOOD ST	12-02139	08/07/12	Rolls - National Night Out	Open	55.00	0.00		
CHA001 M CHAN-TACK & S SAMUEL	12-01993	07/23/12	ELECT CURR.YR.REFUND	Open	13.30	0.00		
D1700 D & A AUTO PARTS, INC.	12-00522	02/22/12	PARTS & SUPPLIES	Open	481.75	0.00		
D1780 DELL COMPUTER CORPORATION	12-01857	07/09/12	COMPUTER SCREEN	Open	149.25	0.00		
	12-01869	07/09/12	COMPUTER PRINTER	Open	699.29	0.00		
	12-01871	07/11/12	BELT UNIT PART	Open	229.00	0.00		
	12-02079	07/26/12	DELL 3110CN BLACK CARTRIDGE	Open	<u>115.89</u>	0.00		
					1,193.43			
D1862 DISCOVERY BENEFITS, INC.	12-01955	07/17/12	FSA MONTHLY 7/12	Open	41.66	0.00		
D1877 WAYNE HANDWERK JR	12-02014	07/23/12	DJ Services for NNO - 8/7/12	Open	450.00	0.00		
DEER001 ANGELA DEERSON	12-01842	07/09/12	Yoga 7/3	Open	35.00	0.00		
	12-01900	07/12/12	Yoga 7/11	Open	35.00	0.00		
	12-01984	07/19/12	Yoga 7/18	Open	35.00	0.00		
	12-02081	07/26/12	Yoga 7/25	Open	<u>35.00</u>	0.00		
					140.00			
DIL001 DILWORTH PAXTON LLP.	12-02041	07/24/12	ELEC. BOND ORDINANCE 2012-18	Open	450.00	0.00		
	12-02042	07/24/12	WATER CAP.ORD.DEFEATED 2012-19	Open	450.00	0.00		
	12-02045	07/24/12	BOND ORD. CAP.IMPROV. 2012-17	Open	550.00	0.00		
	12-02046	07/24/12	CAP.ORD.PARK LOT/METERS2012-20	Open	<u>450.00</u>	0.00		
					1,900.00			
E2025 REINA TIRE SERVICE INC	12-01672	06/19/12	Flat Repairs-July	Open	263.59	0.00		
E2036 EAST BRUNSWICK SUPPLY, INC.	12-01413	05/21/12	Plumbing Supplies-Blanket	Open	108.32	0.00		
	12-01666	06/19/12	Plumbing Supplies-Blanket	Open	<u>296.26</u>	0.00		
					404.58			
E2040 TOWNSHIP OF EAST BRUNSWICK	12-02049	07/26/12	RADIO COMMUNICATION FOR 8/12	Open	2,818.38	0.00		
E2122 EDMUNDS & ASSOCIATES	12-01070	04/17/12	PRINTING OF TAX BILLS	Open	1,362.40	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
E2122 EDMUNDS & ASSOCIATES				Continued				
	12-02031	07/23/12	MAILING & FOLDING OF TAX BILLS	Open	<u>217.60</u>	0.00		
					1,580.00			
F2810 FIRE APPARATUS REPAIR, INC.								
	12-01600	06/13/12	Yearly Pump Maintenance	Open	660.00	0.00		
F2835 FIRE FIGHTERS EQUIPMENT CO.								
	12-01697	06/21/12	501605 fire hunter extremeboot	Open	586.74	0.00		
	12-01850	07/09/12	led tactical helmet light	Open	<u>970.00</u>	0.00		
					1,556.74			
F2849 FLEETWASH, INC.								
	12-01412	05/21/12	Wash Boro Trucks	Open	360.00	0.00		
F2927 DONNA M. FRICKE								
	12-02078	07/26/12	July Exercise Classes	Open	315.00	0.00		
F2928 FREEHOLD FORD INC.								
	12-01667	06/19/12	Repairs to Vehicles-BLANKET	Open	1,880.93	0.00		
G3024 GALETON GLOVES, INC								
	12-01659	06/19/12	Gloves	Open	875.10	0.00		
G3062 GEMINI GROUP, LLC.								
	12-00711	03/12/12	Water Quality Report-2011 CCR	Open	4,705.74	0.00		
GAFF001 JILL GAFFERY								
	12-01989	07/19/12	Sub. Exercise Classes	Open	70.00	0.00		
GRA004 GRANDMAS KITCHEN								
	12-01994	07/23/12	CD REFUND	Open	1,539.70	0.00		
H3547 BOROUGH OF HELMETTA								
	12-02098	07/30/12	Interlocal Agreement 3rd qtr	Open	2,650.75	0.00		
	12-02112	08/01/12	Animal Control Call Outs	Open	<u>1,150.00</u>	0.00		
					3,800.75			
H3605 HEWLETT-PACKARD CO								
	12-01739	06/25/12	SMARTBUY HP PROBOOK	Open	734.00	0.00		
H3708 HOME DEPOT								
	12-01409	05/21/12	Various Supplies-BLANKET	Open	590.82	0.00		
H3750 HOSKINS, JOAN								
	12-02030	07/23/12	Refund/cancel Uffizi 8/3	Open	14.00	0.00		
HUN002 RANDY HUNTER								
	12-01995	07/23/12	CD REFUND	Open	142.98	0.00		
I4242 ICMA								
	12-02082	07/26/12	CONFERENCE - A. SALERNO	Open	645.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
J4535 JAMES A. MICHENER ART MUSEUM	12-02027	07/23/12	Guided Tour 8/3	Open	217.00	0.00		
J4609 JET VAC INC.	11-02876	10/13/11	PURCHASE OF SEWER JET VAC	Open	233,500.00	0.00		B
J4660 JOE'S HEATING INC	12-01936	07/16/12	A/C Repair-Rescue Squad	Open	170.00	0.00		
J4709 DEBRA A. JONES	12-02169	08/09/12	Reimbursements for NNO 8/7/12	Open	358.32	0.00		
JOH100 JOHNNY'S LANDSCAPING SERVICE	12-02198	08/09/12	Property Maintenance	Open	2,835.00	0.00		
L5128 LANGUAGE LINE SERVICES	12-01926	07/16/12	LANGUAGE LINE MONTHLY BILL	Open	40.80	0.00		
L5187 LEE'S AUTO PARTS INC.	12-01670	06/19/12	Auto Parts-July	Open	3,744.71	0.00		
L5217 LESCO SERVICE CENTER, INC.	12-01870	07/11/12	Prosecutor Prof. Weed Killer	Open	805.92	0.00		
	12-01875	07/11/12	Herbicides for Fields	Open	<u>279.99</u>	0.00		
					1,085.91			
L5323 GEORGE LOGAN TOWING, INC.	12-02084	07/26/12	Tow Baker #6 to Freehold Ford	Open	150.00	0.00		
LAN001 M LANZAFAMA & K MINGOLLA	12-01996	07/23/12	CD REFUND	Open	66.51	0.00		
M5421 W.B.MASON CO.	12-01924	07/16/12	Office Supplies	Open	931.78	0.00		
M5436 MAGLOCLLEN	12-01928	07/16/12	MAGLOCLLEN ANNUAL USER FEE	Open	400.00	0.00		
M5704 MIDDLESEX COUNTY UTILITIES	12-02147	08/07/12	3RD QTR. 2012 EST. SEWER CHGS	Open	285,632.16	0.00		
M5707 MIDDLESEX WELDING SALES,CO,INC	12-01662	06/19/12	Cylinder Rentals-June	Open	56.00	0.00		
M5713 MIDD.CTY.IMPROVEMENT AUTHORITY	12-02006	07/23/12	Yardwaste Collection-June	Open	12,875.25	0.00		
	12-02007	07/23/12	Commingle Collection-June	Open	<u>11,166.96</u>	0.00		
					24,042.21			
M5741 MIDDLESEX COUNTY MUNICIPAL JIF	12-02093	07/27/12	2012 JIF ASSESSMENT	Open	309,779.50	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
M5758 MIRACLE CHEMICAL CO.	12-01661	06/19/12	15% Sodium Hypochlorite	Open	1,101.00	0.00		
M5818 MICRO SYSTEMS-NJ.COM LLC	12-01956	07/17/12	EMAIL TAPE TO EDMUNDS	Open	120.00	0.00		
M5822 MIDDLESEX COUNTY TREASURER	12-01764	07/03/12	Firearms Range Useage	Open	600.00	0.00		
MAT001 KEVIN MATUSEL	12-01998	07/23/12	CD REFUND	Open	55.85	0.00		
MERI001 MERIDIAN OCCUPATIONAL HEALTH	12-01910	07/16/12	Physical Testing-BM-Dispatcher	Open	210.00	0.00		
MSE001 MIDDLESEX CTY BOARD OF SOC.SVC	12-01997	07/23/12	CD REFUND	Open	148.07	0.00		
MUS003 MUSIC N' MOTION	12-01745	06/25/12	Summer Rec DJ	Open	160.00	0.00		
N5655 NATIONAL ASSOCIATION OF TOWN	12-01951	07/17/12	National Night Out -Shirts	Open	213.36	0.00		
N6000 NATIONAL EMERGENCY COMM INST	12-01780	07/03/12	DISPATCHER MANUALS	Open	512.95	0.00		
O6508 ONE CALL CONCEPTS	12-01937	07/16/12	One Call Messages-June	Open	61.78	0.00		
OSZ001 ELAINE OSZIE &	12-01999	07/23/12	CD REFUND	Open	168.93	0.00		
P7104 PLANET BIKE	12-01927	07/16/12	BICYCLE TUNE UP	Open	49.99	0.00		
P7162 PRESCRIPTION CORP.OF AMERICA	12-02095	07/30/12	PRESCRIPTION FOR 8/12	Open	43,226.58	0.00		
P7209 PUBLIC SERVICE ELECTRIC & GAS	12-02156	08/07/12	SERVICE FOR JULY 2012	Open	293.04	0.00		
P7232 PUBLIC POWER ASSN OF N.J.	12-01972	07/19/12	NYPA Billing 6/2012	Open	9,868.50	0.00		
PERE03 RICARDO PEREZ	12-02000	07/23/12	CD REFUND	Open	257.90	0.00		
PISK02 JEROME & PATRICIA PISKADLO	12-02001	07/23/12	WATER CURR.YR.& PREV. REFUNDS	Open	267.01	0.00		
POPL01 ELISA POPLAWSKI	12-02002	07/23/12	ELECT.PREV.& CURR.YR.REFUNDS	Open	307.14	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PROV01 PROVIDENT BANK	12-02003	07/23/12	WATER PREV.YR. REFUND	Open	443.33	0.00		
Q7293 QUEST DIAGNOSTICS, INC.	12-02125	08/02/12	Drug Testing - Dispatchers	Open	149.06	0.00		
R7327 RAZOR PRINTING, INC.	12-01945	07/17/12	Clerk Stamp	Open	20.00	0.00		
	12-02111	08/01/12	Sponsor Signs for NNO 8/2012	Open	<u>972.00</u>	0.00		
					992.00			
R7343 RARITAN VALLEY WILDLIFE	12-01895	07/12/12	Rodent Population Survey	Open	850.00	0.00		
	12-01908	07/16/12	June wildlife Calls	Open	300.00	0.00		
	12-02121	08/02/12	Juky 2012 wildlife call outs	Open	<u>1,575.00</u>	0.00		
					2,725.00			
R7434 RAPHAEL BUS COMPANY INC.	12-01808	07/06/12	Parts for Bus #4	Open	511.97	0.00		
R7476 RIVERSIDE SUPPLY CO.	12-01893	07/12/12	Cardboard Form for Card Reader	Open	62.50	0.00		
R7598 ROYAL TRANSMISSIONS INC.	12-01976	07/19/12	Repair Transmission-Baker #16	Open	255.16	0.00		
RCC001 RCC CONSULTANTS, INC.	11-01930	07/14/11	CONSULTING SERVICES-RADIO COMM	Open	3,467.50	0.00		B
S7684 S&S WORLDWIDE, INC.	12-01610	06/13/12	Summer Rec supplies order	Open	1,149.05	0.00		
	12-01944	07/17/12	Summer Rec Supplies	Open	<u>606.95</u>	0.00		
					1,756.00			
S7690 SAMS CLUB	12-02123	08/02/12	OOA Hospitality and Rec	Open	655.14	0.00		
S7693 SAFETY KLEEN CORP.	12-01974	07/19/12	Parts washer Solvent	Open	496.19	0.00		
S7720 SAYREVILLE, BORO OF	12-02083	07/26/12	Standby 7/1/12 to 7/15/12	Open	4,194.30	0.00		
S7756 GARY M. SCHWARTZ, ESQ.	12-02115	08/02/12	MUN.FAC. BOND ORDINANCE	Open	2,212.50	0.00		
	12-02116	08/02/12	AUG. 2012 PROF. SVCS.	Open	1,500.00	0.00		
	12-02117	08/02/12	S.R. ELECT. UTILITY	Open	1,400.00	0.00		
	12-02118	08/02/12	SOUTH RIVER LEGAL OE	Open	<u>5,675.00</u>	0.00		
					10,787.50			
S7877 SAKER SHOPPRITES INC	12-01966	07/19/12	Reimbursements OOA, FB and OR	Open	1,040.38	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
S8157 STATE OF NEW JERSEY	12-02025	07/23/12	UNEMPLOYMENT FOR 4/1-6/30/12	Open	3,897.39	0.00		
S8251 SWIFT ELECTRICAL SUPPLY CO.	12-01405	05/21/12	Electrical Supplies-BLANKET	Open	758.24	0.00		
SAL001 ANDREW J. SALERNO	12-02200	08/09/12	REIMBURSEMENT MEETING 7/09	Open	200.00	0.00		
SAMZ01 SAMZIE'S LTD, INC.	12-00441	02/15/12	Uniform Cap Emblems	Open	199.00	0.00		
SIGNS01 SIGNS AND SAFETY DEVICES,LLC	12-01375	05/17/12	Various Signs	Open	160.00	0.00		
SILV05 SABU SILVA	12-02004	07/23/12	CD REFUND	Open	271.92	0.00		
STAP01 STAPLES PRINT SOLUTIONS	12-01763	07/03/12	ats notice/mailers	Open	730.45	0.00		
T8324 TAYLOR OIL CO INC.	12-01804	07/06/12	Fuel Del 06/14/12	Open	1,274.65	0.00		
	12-01805	07/06/12	Fuel Del 06/21/12	Open	1,446.34	0.00		
	12-01858	07/09/12	Fuel Del 06/28/12	Open	1,528.73	0.00		
	12-02034	07/24/12	Fuel Del 07/11/12	Open	<u>2,776.66</u>	0.00		
					7,026.38			
T8382 TEKTON DEVELOPMENT CORP.	11-01234	05/10/11	LIBRARY RENOVATION/ADDITION	Open	160,001.86	0.00		B
T8447 THYSSENKRUPP ELEVATOR CORP.	12-01806	07/06/12	Elev Maint. 3rd Qtr-PD	Open	831.91	0.00		
	12-01807	07/06/12	Elev. Maint. 3rd Qtr-00A	Open	<u>929.16</u>	0.00		
					1,761.07			
T8516 TEAM USA	12-01751	06/27/12	TROPHIES FOR CAR SHOWS	Open	867.00	0.00		
T8521 TREASURER-STATE OF NEW JERSEY	12-01859	07/09/12	Recycling Compl Monitoring Fee	Open	1,015.00	0.00		
T8531 TREASURER,STATE OF NJ	12-02158	08/07/12	INSPECTION FEE - 55 REID ST.	Open	368.00	0.00		
	12-02159	08/07/12	INSPECTION FEE - LIBRARY	Open	<u>368.00</u>	0.00		
					736.00			
TRI002 TRIASSIC TECHNOLOGY, INC.	12-01992	07/23/12	RETURN CASH MAINT. BOND #1313	Open	1,000.00	0.00		
U8802 UNIFIRST CORPORATION	12-01675	06/19/12	Uniform Rental 07-17-12	Open	96.59	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
U8802 UNIFIRST CORPORATION								
	12-01676	06/19/12	Uniform Rental 07-24-12	Open	<u>96.33</u>	0.00		
					192.92			
V8963 VAISHU LLC								
	12-02047	07/26/12	REFUND OF MAINT.BOND #621	Open	1,918.50	0.00		
V9004 VERIZON WIRELESS								
	12-02122	08/02/12	SERVICE FOR 7/24-8/23/12	Open	4,535.12	0.00		
V9010 VERIZON								
	12-02026	07/23/12	SERVICE FOR 7/12	Open	4,470.68	0.00		
W9190 WALTERS AUTO BODY								
	12-02023	07/23/12	Repairs-Baker #10 MVA 6/22/12	Open	1,454.60	0.00		
W9537 WPCS INT'L-LAKEWOOD, INC.								
	12-01548	06/05/12	REPAIR OF LAPTOP	Open	916.65	0.00		
WPCS01 WPCS INTERNATIONAL, INC.								
	12-01767	07/03/12	DATALUX UPGRADE	Open	150.00	0.00		
Z9998 ZLATEN ZIFOVSKI								
	12-01399	05/21/12	supplies-BLANKET	Open	173.15	0.00		
	12-01678	06/19/12	supplies-BLANKET	Open	<u>72.36</u>	0.00		
					245.51			
<hr/> Total Purchase Orders: 173 Total P.O. Line Items: 460 Total List Amount: 1,221,225.97 Total Void Amount: 0.00 <hr/>								

Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total
WATER UTILITY	1-02	1,387.00	0.00	1,387.00	0.00
ELECTRIC UTILITY	1-03	2,080.50	0.00	2,080.50	0.00
Year Total:		3,467.50	0.00	3,467.50	0.00
CURRENT FUND	2-01	556,951.16	0.00	556,951.16	0.00
WATER UTILITY	2-02	89,117.62	0.00	89,117.62	0.00
ELECTRIC UTILITY	2-03	133,493.86	0.00	133,493.86	0.00
	2-13	3,897.39	0.00	3,897.39	0.00
	2-15	2,651.86	0.00	2,651.86	0.00
Year Total:		786,111.89	0.00	786,111.89	0.00
GENERAL CAPITAL	C-06	410,851.33	0.00	410,851.33	0.00
ESCROW ACCOUNT	E-17	14,473.50	0.00	14,473.50	0.00
	P-21	450.00	0.00	450.00	0.00
OTHER TRUST ACCOUNTS	T-05	5,871.75	0.00	5,871.75	0.00
Total of All Funds:		1,221,225.97	0.00	1,221,225.97	0.00

Previously paid bills for 8/13/12

Date	From	Account	Amount	To	Account	Amount	Comment
8/2/2012	PNC Electric Utility Account	8015731646	\$ 10,711.96	PJM Settlement Inc.		\$ 10,711.96	Weekly elect. Pymt. 7/19-7/25/12
7/26/2012	PNC Electric Utility Account	8015731646	\$ 40,225.66	PJM Settlement Inc.		\$ 40,225.66	Weekly elect. Pymt. 7/12-7/18/12
7/20/2012	PNC Electric Utility Account	8015731646	\$ 37,027.20	PSE & G Energy		\$ 37,027.20	Monthly elect. Payment 7/12
7/20/2012	PNC Electric Utility Account	8015731646	\$ 254,516.25	PSE & G Energy		\$ 254,516.25	Monthly elect. Payment 7/12
7/20/2012	PNC Electric Utility Account	8015731646	\$ 37,226.88	Exelon Generating co.		\$ 37,226.88	Monthly elect. Payment 7/12
7/20/2012	PNC Electric Utility Account	8015731646	\$ 142,896.00	Nextera energy Power		\$ 142,896.00	Monthly pool costs for elect. Dist.
8/9/2012	PNC Current Account	8013657761	\$ 2,190,499.00	South River Board of Ed		\$ 2,190,499.00	August school tax levy
8/9/2012	PNC Electric Utility Account	8015731646	\$ 65,338.54	PJM Settlement Inc.		\$ 65,338.54	Monthly elect. Pymt. 7/12
8/9/2012	PNC Electric Utility Account	8015731646	\$ 3,598.93	PJM Settlement Inc.		\$ 3,598.93	Weekly elect. Pymt. 8/1/12-8/1/12
			\$ 2,782,040.42			\$ 2,782,040.42	