

ORDINANCE 2012-31

AN ORDINANCE AUTHORIZING THE ACQUISITION OF BLOCK 264.1 LOTS 6.1 AND 12 FROM COLUMBUS CLUB OF SOUTH RIVER

WHEREAS, the governing body has determined that it is in the public interest to purchase premises owned by Columbus Club of South River and also known as Lots 6.1 and 12 in Block 264.1 pursuant to the requirements of N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Mayor and Borough Council of the Borough of South River, County of Middlesex, State of New Jersey as follows:

SECTION I.

The Mayor and Council find and determine that:

a) the premises known as Lots 6.1 and 12 in Block 264.1 located at 88-90 Jackson Street in the Borough of South River are appropriately located for construction of a firehouse pursuant to both NFPA, ISO and OSHA standards.

b) the acquisition of said premises will benefit the public health, safety and welfare of the residents of the Borough of South River

c) the acquisition of Lots 6.1 and 12 in Block 264.1 from Columbus Club of South River is hereby authorized at a purchase price of \$450,000, subject to the form, terms and conditions of the contract and assignment of contract attached hereto.

SECTION II. The various parts, sections, clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION III. Any ordinances and parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION IV. This Ordinance shall take effect upon final adoption and publication as may be required by law.

Dated:

ATTEST:

JOHN M. KRENZEL, Mayor

PATRICIA O'CONNOR, Registered Municipal Clerk

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on _____, 2012

BETWEEN

COLUMBUS CLUB OF SOUTH RIVER, whose address is **88-90 JACKSON STREET, SOUTH RIVER, NEW JERSEY 08882**, a not-for-profit corporation, referred to as the Seller.

AND

Borough of South River, a municipal corporation, whose address is **48 WASHINGTON STREET, SOUTH RIVER, New Jersey, 08882**, referred to as the Buyer.

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. Purchase Agreement. The Seller agrees to sell and the Buyer agrees to buy the property described in this contract.

2. Property. The property to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this contract. The real property to be sold is commonly known as **88-90 JACKSON STREET, SOUTH RIVER, NEW JERSEY 08882** in the **BOROUGH OF SOUTH RIVER, COUNTY OF MIDDLESEX** and the **STATE OF NEW JERSEY**. It is shown on the municipal tax map as **Lots 12 and 6.1 in Block 264.1**.

3. Purchase Price. The purchase price is **FOUR HUNDRED and FIFTY THOUSAND and XX/100-----(\$450,000.00)**.

4. Payment of Purchase Price. The Buyer will pay the purchase price as follows:

Upon signing of this contract to be held by escrow agent (Paragraph 5)	\$ 22,500.00
Balance to be paid at closing of title, in cash or by certified or bank cashier's check or attorney trust account check (subject to adjustment at closing)	\$ <u>427,500.00</u>
TOTAL	\$ <u>450,000.00</u>

5. Escrow Agent: Disposition of Deposit; termination by Buyer:

a. The Escrow Agent referred to in Paragraphs 4 shall be Walter Toto, Esq. who shall hold the Deposit in his attorney's trust account in accordance with the provisions of Paragraph 4 and this paragraph.

b. At closing of title, the Deposit will be paid by Escrow Agent to Seller and credited against the Purchase Price. If this Agreement is properly terminated by any party pursuant to a right of termination expressly set forth in this Agreement, other than as a result of a breach of this Agreement by Buyer (a "Qualified Termination"), Buyer shall notify Escrow Agent and Seller in writing of such Qualified Termination ("Buyer's Notice"). Within five (5) business days after receipt of Buyer's Notice, Escrow Agent shall, provided no written objection to Buyer's Notice has been received from Seller by Escrow Agent, deliver to Buyer the Deposit. The obligation to return the Deposit to Buyer shall survive the termination of this Agreement.

c. If this Agreement is terminated, other than as a result of a Qualified Termination, Seller shall notify Escrow Agent and Buyer in writing by certified mail, return receipt requested, of such termination ("Seller's Notice"). Within five (5) business days after receipt of Seller's Notice, Escrow Agent shall, provided no written objection to Seller's Notice has been received from Buyer by Escrow Agent, pay the Deposit to Seller.

d. In the event that any disagreement should arise as to the disposition of the Deposit under Section (b) and (c), Escrow Agent shall deposit the Deposit with a court of competent jurisdiction to await a determination or an accord and mutual agreement of Seller and Buyer with respect to the disposition of the Deposit. In the event the Deposit is deposited with a court of competent jurisdiction, the Escrow Agent shall have no further obligation under this Agreement.

e. Escrow Agent shall have the right to rely upon and comply with any written notices received by Escrow Agent from any party or its counsel and shall have no responsibility or obligation to verify any matters stated therein.

f. The provisions of this Paragraph shall survive closing of title or termination of this Agreement.

6. Transfer of Ownership. At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title. If the Seller is a partnership, corporation or limited liability company it will also deliver such documents authorizing the sale as Buyer's title company may require. Seller shall not be responsible for obtaining a Certificate of Occupancy since Buyer intends to demolish the structures located on the premises. Seller shall comply with the Fire Safety Act (provision of smoke detector, fire extinguisher and smoke detector certificate) or other applicable statutory requirements since Buyer may not immediately demolish said structures.

7. Time and Place of Closing. The closing date cannot be made final at this time. The Buyer and Seller agree to make **April 30, 2013** the estimated date for the closing. The closing will be held at the office of the Buyer's attorney, **GARY SCHWARTZ, Esq, 2 North WOODLAND AVENUE, EAST BRUNSWICK, NEW JERSEY 08816.**

8. Type of Deed. A Deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a Deed known as bargain and sale with covenants against grantors' acts.

9. Personal Property and Fixtures. Many items of property become so attached to a building or other real property that they become a part of it. These items are called fixtures. They include such items as fireplaces, patios and built-in shelving. All fixtures are INCLUDED in this

sale unless they are listed below as being EXCLUDED.

(a) The following items are INCLUDED in this sale:

(b) The following items are EXCLUDED from this sale:

10. Title

a. Title to the Premises shall be good, marketable and insurable by a title insurance company of Buyer's choice authorized to do business in the State of New Jersey at regular rates, subject only to the following exceptions which shall be deemed "Permitted Exceptions":

(i) Laws, regulations or ordinances of federal, state, county or local entities or agencies having jurisdiction over the Premises;

(ii) Easements, covenants, restrictions and other matters of record which do not interfere with Buyer's use and enjoyment of the Property for a municipal firehouse.

(iii) Such state of facts as would be shown on an accurate survey of the Premises; and

(iv) Mortgages and other monetary liens on the Premises, provided that such liens will be satisfied or otherwise discharged by Seller at closing. With respect to mortgages held by institutional lenders, Seller shall present at closing a pay-off letter from such lender. With respect to mortgages held by non-institutional lenders and judgment liens, Seller shall present at closing properly executed discharge or cancellation documents in proper form for recording or filing as appropriate. Seller shall have the right to use the Purchase Price for the purpose of satisfying the mortgages and liens on the Premises, and Buyer agrees, upon reasonable notice from Seller, to cooperate in the manner of payment of the purchase Price to facilitate the satisfaction of such mortgages and liens so long as said payment is made at or before closing

(v) Real estate taxes not yet due and payable, if any.

b. Upon Buyer obtaining a commitment to insure title from a title company of Buyer's choice licensed in the State of New Jersey, Buyer shall notify Seller in writing if such commitment reveals any title defects which do not constitute Permitted Exceptions. If such title defects exist, Seller shall notify Buyer within five (5) business days after receipt of notice of such defects whether Seller will attempt to remedy the same. Should Seller choose to attempt to remedy the defects, Seller shall have up to sixty (60) days within which to take whatever reasonable actions Seller may deem appropriate to attempt to clear or remove said title defects, provided that Seller shall have the right to satisfy any non-permitted liens and encumbrances that can be satisfied by the payment of money out of the closing proceeds.

c. In the event Seller does not remove the non-permitted exceptions in accordance with Paragraph 3(b), Buyer shall have, as its sole remedy, the right to either (i) accept title subject to such non-permitted exceptions or defects, without abatement of the Purchase Price, or (ii) terminate this Agreement by notifying Seller in writing upon Seller's election not to remedy or inability to remove the non-permitted exceptions. In the event Buyer so terminates this Agreement, the Deposit shall be returned to the Buyer within five business days of receipt of Buyer's notice of termination.

11. Physical Condition of the Property. This Property is being sold "as is." The Seller does not make any claims or promises about the condition or value of any of the Property included in this sale. The Buyer has inspected the Property and relies on this inspection and any rights which may be provided for elsewhere in this contract. As an inducement to Seller to enter into this Contract, Buyer, at its sole cost and expense, expeditiously and without undue delay,

agrees to employ reputable, qualified structural inspection and Environmental Engineering Consultants to perform all inspections and Phase I Environmental Audits and Assessments, testing, sampling and laboratory analysis in and upon the entire Premises, including its soil, surface and ground water, drinking water supply, land, land surface or subsurface strata, stream sediments, ambient air, and any other environmental medium in order to ascertain the full scope, latent and patent, if any, of the presence, existence, extent, volume and location of dangerous conditions, hazardous substances, asbestos, lead paint, lead levels, radioactive debris, toxic or other waste products or material radon gas, cancer-causing chemicals, petroleum contamination or any and all other structural and environmental conditions or defects related to health or safety matters which violate or fail to comply with any requirement of any Environmental Law, or as to which any clean-up or other correction action, including removal, remedial action or response action is required by any Environmental Law including the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, or equivalent state statutes. Buyer agrees to restore the Premises, at its own cost and expense, to its original condition upon the completion of its Audits and Assessments, testing, sampling and analyses. Buyer agrees to complete such inspections, testing and audits and furnish Seller with written reports of same within sixty (60) calendar days after Buyer receives a fully executed copy of this agreement. If any such defects, conditions or environmental contaminants are found, Seller will be given ten (10) calendar days after receipt of the report to notify the Buyer whether or not the Seller agrees at its own expense to correct the defects or conditions and remove any contaminants, or the Buyer may cancel this Contract. The Buyer, however, at its option, may waive the results of the inspection in writing, and this Contract shall become binding. If settlement shall not occur due to the results of the inspection or Phase I Study, or breach by Buyer, the reports obtained by Buyer will be provided to Seller; if settlement does not occur due to title defects or other reasons, Seller shall reimburse Buyer for such reports if they are desired by Seller.

12. Condition of the Premises, Risk of Loss and Sellers Representations: Except to the extent otherwise expressly set forth in this Agreement, Seller makes no representation as to the status or condition, physical or legal, of the Premises or of any improvements located on the Premises. This sale is absolutely "AS IS" and "WHERE IS". Seller shall not be responsible for normal wear and tear but shall be responsible for vandalism or other damage or casualty between the date hereof and the date of closing since risk of loss or damage to the premises by fire or other calamity, not caused by Buyer, is upon the Seller until title closing, and in the event of such calamity Seller or Buyer may cancel this Contract within thirty days of such calamity upon written notice to the other unless Buyer shall agree to accept the premises in such damaged condition with an agreed upon credit reduction or abatement in the purchase price for such loss or damage, Seller being under no obligation to alter, correct, repair, replace or cure any loss or damage resulting to the Premises. Seller represents that the amounts required to pay or cancel any claims, rights or liens against the Premises do not now and will not at the date of title closing exceed the amount of the purchase price; and that Seller has never filed a petition of bankruptcy. Buyer represents to Seller that Buyer knows, has examined and has investigated to Buyer's satisfaction the physical nature and condition of the Premises, subject to the results of any inspections permitted hereunder. Buyer acknowledges that except as otherwise expressly stated in this Agreement, Seller has made no warranty or representation whatsoever as to anything pertaining to the Premises including, without limitation, the value, quality or character of the Premises. Except as otherwise expressly provided in this Agreement, both parties are entering into this Agreement after full investigation, neither party relying upon any statement or representation of the other not embodied in this Agreement.

13. Appraisal. Buyer's obligation to purchase the property is conditioned and contingent upon Buyer obtaining an appraisal of the property by a real estate appraiser within thirty (30) days from the date Buyer receives a fully executed copy of this agreement for a fair market value of \$450,000.00. In the event the appraisal shall not reflect said value and the parties are unable to agree on a consideration to be paid by Buyer, Buyer shall have the right to terminate this contract by written notice to Seller and Seller shall return all deposit monies paid by Buyer within seven days of said notice.

14. Flood Area. The federal and state governments have designated certain areas as "flood areas." This means they are more likely to have floods than other areas. If this Property is in a "flood area" the Buyer may cancel this contract within 30 days of the signing of this contract by all parties.

15. Assessments. Seller represents that there are no pending assessments for either work in progress or completed improvements at the premises in question.

16. Permits and Approvals. Buyer's obligation under this contract is conditioned upon Buyer having successfully obtained within 120 days from the date Buyer has received a fully executed copy of this agreement site plan or other approvals required by the Middlesex County Planning Board or any other governmental authority for the Premises in question for construction of a firehouse in accordance with plans and specifications to be prepared on behalf of Buyer. Buyer agrees to submit an application for such approval within fifteen (15) days from satisfaction of the inspection contingency set forth in paragraph 11 hereof. The permits and approvals referred to above shall also include any off-site or third party agreements covering the following matters that are necessary in order to construct a firehouse in accordance with Buyer's plans and that are required by the approvals for which Buyer applies:

- a) Cross-access easements to permit vehicular or pedestrian passage and parking over and across any property adjoining the Premises,
- b) Stormwater management easements
- c) Utility and communications easements
- d) And such other easements and agreements as Buyer may require in connection with Buyer's plan

17. Adjustments at Closing. The Buyer and Seller agree to adjust the following expenses as of the closing date: municipal water and electric charges, sewer charges, and taxes, if any.

18. Possession. At the closing the Buyer will be given possession of the property.

19. Encroachments. Seller represents to the best of its knowledge that no improvements on the property encroach upon adjoining properties, and, similarly, no improvements on adjoining properties encroach upon the subject property. Seller represents to the best of its knowledge that Seller does not own any property immediately adjoining the subject property. Seller further represents to the best of its knowledge that Seller has no knowledge of any environmental contamination ever having occurred on the property and no knowledge of urea formaldehyde foam insulation having been used in any part of the property.

20. Underground Storage Tanks. If the premises are or have ever been serviced by oil, or if there is an oil tank or other storage tank in the ground, Seller represents that the tank is in working condition without leaks. If the premises are not heated by oil, said oil or other tank is to be removed

and/or closed and capped in accordance with all safety and other applicable statutes, laws or regulations and Seller shall remediate any conditions found at the premises pursuant to Paragraph 11 or Buyer shall have the right to terminate this contract and Seller shall return all deposit monies paid hereunder within seven days of Buyer's notice that it is terminating the contract. In the event that there are oil tanks on the premises which are being presently used, Seller agrees to, at Seller's expense, have the tank certified to be leak free by a person qualified or licensed to issue such a certificate.

21. Final Adjustments. Seller and Buyer agree that any omission or errors in making the final adjustments at the time of closing shall be corrected and paid within fifteen (15) days after written notification of such error by either party is given to the other party or to their respective attorney. This representation shall survive closing of title notwithstanding delivery and acceptance of the Deed and the execution of a closing statement at the time of closing.

22. Realty Transfer Fee. Seller shall pay any realty transfer fee or tax imposed on the transfer of the premises in question.

23. Complete Agreement. This contract is the entire and only agreement between the Buyer and the Seller. This contract replaces and cancels any previous agreements between the Buyer and the Seller. This contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other contract to sell the property to anyone else.

24. Sellers representation. Seller represents to the best of its knowledge that:

- A) no approval of the within transaction is required from any state or national organization with which Seller is affiliated;
- B) Seller has the full right, power, and authority to enter into this contract and to perform its covenants and is the sole, fee simple owner of the Property;
- C) If not a natural person, Seller is duly organized or formed and in good standing under the laws of the state of its organization or formation, and Seller is qualified to do business in the State of New Jersey. The undersigned is duly authorized to execute and deliver this Lease, and all necessary action to authorize the execution and delivery of this agreement has been properly taken;
- D) To the best of Seller's knowledge, there are no violations of any federal, state, county or municipal law, code, ordinance, order, regulation, rule or requirement affecting the Premises, including, but not limited to, those relating to zoning, subdivision, environmental, building, fire and health, and no notice asserting any violation has been received by Seller;
- E) There is no pending or, to Seller's knowledge, threatened litigation affecting the Premises;
- F) Neither Seller, nor any subsidiary or affiliate, nor any entity under common control with any of the foregoing is the owner of any interest (whether fee, leasehold or otherwise) of any kind or nature in any real property adjacent to the Premises;
- G) There are no leases, tenancies, licenses or other rights to occupancy or use for any portion of the Premises
- H) There are no management, labor, collective bargaining, service, equipment, maintenance or other agreements affecting the Premises;
- I) Seller has not received notice claiming any defects or deficiencies that have not been corrected, from any insurance company that issued a policy on the Premises
- J) There are no existing or pending agreements of sale, options to purchase or rights of

first refusal with respect to all or any portion of the premises other than the agreement dated February 29, 2012 and referenced in the assignment to which this agreement is attached.

25. Parties Liable. This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

26. Notices. All notices under this contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this contract, and to that party's attorney. All notices are acceptable via fax transmission during normal business hours Monday through Friday, 9:00 A.M. to 4:30 P.M. Any document received after 4:30 PM will be posted as the next business day.

27. Realtors Commission. The Seller does authorize and direct the closing attorney to pay, at the time of closing Of title, the named Broker(s) for services in procuring this sale, commission shall be paid as follows:

To Seller and Listing Broker : Davis Realtors – 5% as per listing agreement

SIGNED AND AGREED TO BY:

Witness: _____ Date: _____ **COLUMBUS CLUB OF SOUTH RIVER, SELLER**

_____ By: _____
PRESIDENT

_____ By: _____
VICE PRESIDENT

ATTEST: _____ Date: _____ **BOROUGH OF SOUTH RIVER, BUYER**

_____ By: _____
Patricia O'Connor, Registered Municipal Clerk **John M. Krenzel, Mayor**

ASSIGNMENT

This agreement is made on _____, 2012, by Evangelical Church Assemblies of God, of 44 Magiera Street, South River, New Jersey, referred to below as "Assignor," Columbus Club of South River, of 88-90 Jackson Street, South River, New Jersey, referred to below as "Seller" and Borough of South River, 48 Washington Street, South River, New Jersey, referred to below as "Assignee"

RECITALS

Assignor is the Purchaser under a contract of sale dated February 29, 2012, for the sale of the real property known as 88-90 Jackson Street, South River, New Jersey, also known as Lots 12 and 6.1 in Block 264.1. The original contract of sale has been delivered to Assignee the receipt of which is acknowledged by Assignee.

Assignor desires to sell and Assignee desires to purchase the right, title and interest of Assignor under the contract of sale conditioned on Seller agreeing to the form and content of an amended contract attached hereto as Exhibit A.

In consideration of the mutual promises of the parties set forth in this agreement, it is agreed as follows:

SECTION ONE ASSIGNMENT

Assignor shall assign and Assignee shall accept the assignment of the contract of sale dated February 29, 2012 upon the simultaneous execution by Seller of an amended contract attached hereto as Exhibit A.

SECTION TWO ASSIGNMENT

Assignee shall pay to Assignor the sum of \$6,993.42, upon execution by all parties of this assignment and execution by Seller and Assignee of the contract attached hereto as Exhibit A, as consideration for this Assignment as well as Assignor also providing Assignee with all inspection reports, survey and title searches obtained by Assignor concerning the premises in question and conditioned upon Assignee receiving proof that same have been fully paid.

Executed in duplicate on the date written above.

Witness:

Date:

Evangelical Church Assemblies of God, Assignor

By: _____
Trustee

By: _____
Trustee

Columbus Club of South River, Seller

By: _____
President

By: _____
Vice President

Attest:

Borough of South River, Assignee

Patricia O'Connor, Reg. Municipal Clerk

By: _____
John M. Krenzel, Mayor

ORDINANCE 2012-32

AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF SOUTH RIVER, CHAPTER 155 ENTITLED "FEES" BY AMENDING SECTION 155-11 CHAPTER 147, ELECTRICAL CONNECTIONS AND ADDING NEW SUBSECTION K AND L THERETO

BE IT ORDAINED by the Mayor and Borough Council of the Borough of South River, that Chapter 155 of the Code of the Borough of South River entitled "Fees" be amended by amending Section 155-11, Chapter 147, Electrical Connections and adding new subsection K and L as follows:

SECTION 1.

155-11. Chapter 147, Electrical Connections, Article I

The schedule of charges for electrical energy consumption is as follows:

A. Class A: Residential Consumption.

- (1) Service charge: \$11.90
- (2) Charge per kilowatt-hour

Number of Kilowatt-hours	Charge (per kilowatt-hour)
All Consumption	\$0.1580

B. Class B. General Service/Nondemand Consumption.

Service charge: \$29.75

Number of Kilowatt-Hours	Charge (per kilowatt-hours)
All Consumption	\$0.2482

C. Class C: Retail Power/Demand Consumption.

- (1) Service charge: \$21.25
- (2) Demand charge (all kilowatts). The kilowatt demand charge for all kilowatts of monthly demand shall be as follows:
 - (a) June 1 through September 30: \$15.04
 - (b) October 1 through May 31: \$13.26
- (3) Kilowatt-hour charge.
 - All Consumption: \$0.1610
- (4) Minimum monthly charge: \$69.10

D. Class F: Streetlighting Consumption.

(1) Charge per kilowatt-hour.

Number of Kilowatt-Hours	Charge (per kilowatt-hour)
All consumption	\$0.1520

(2) Pole rental: \$4.10 per month.

E. Class G: Yard Lighting.

Charges:

Size in Watts	Rental Charge/Lamp	Monthly Charge/Pole
100 (Mercury Vapor)	\$33.04	\$4.10
250 (Mercury Vapor)	\$41.99	\$4.10
400 (Mercury Vapor)	\$81.34	\$4.10
100 (H.P. Sodium)	\$33.04	\$4.10
150 (H.P. Sodium)	--	\$4.10
250 (H.P. Sodium)	\$81.34	\$4.10
400 (H.P. Sodium)	--	\$4.10

F. Class H: Standby Emergency Service.

(1) Service charge: \$21.25

(2) Demand charge (all kilowatts). The kilowatt demand charge for all kilowatts of monthly demand shall be as follows

(a) June through September 30:	\$15.04
(b) October 1 through May 31:	\$13.26

(3) Kilowatt hour charge
All Consumption: \$0.1610

G. Class I: Commercial Demand Rate: General purpose at secondary - distribution voltages.

(1) Service charge: \$17.00

(2) Demand charge (all kilowatts). The kilowatt demand charge for all kilowatts of monthly demand shall be as follows:

(a) June 1 through September 30:	After first 15 kilowatt-hours - \$17.56
(b) October 1 through May 31:	After first 15 kilowatt-hours - \$15.49

(3) Kilowatt-hour charge.

(a) Up to 4,500 KWH: \$0.248
(b) 4,501 KWH and up: \$0.1970

(4) Minimum monthly charge: \$69.10

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>
65-999-858-705 CD	DAVID BIALECKI 25 DIVISION ST SOUTH RIVER, NJ 08882	\$330.89
65-999-877-922 CD	ROBIN CREED & JOHN TORRES	\$78.90
65-999-877-922 ELEC CURRENT	19 HOLLY DR PARLIN, NJ 08859	\$52.45
65-999-00-088 ELEC CURRENT	EMESS MANAGEMENT P O BOX 478 MIDDLESEX, NJ 08846	\$13.20
65-999-862-676 CD	YOLANDA FOX P O BOX 203 SOUTH RIVER, NJ 08882	\$46.65
65-999-863-050 CD	RICHARD KNAPP 175 WHITEHEAD AVE APT E SOUTH RIVER, NJ 08882	\$112.09
65-999-000-070 ELEC CURRENT	LIGHTHOUSE SOUTH RIVER LLC LLG P O BOX 1524 ENGLEWOOD, NJ 07632	\$13.72
65-999-902-936 CD	MARIA MARQUEZ 13 KATHRYN ST SOUTH RIVER, NJ 08882	\$146.60
65-999-872-697 CD	SAMANTHA ROVILLOS 128 COOLIDGE AVE PARLIN, NJ 08859	\$142.30
65-999-854-745 CD	DANIELLE RUSSOMANO 132 GRANT AVE FORDS, NJ 08863	\$168.90
65-999-896-149 CD	MONICA SMITH P O BOX 144 SPOTSWOOD, NJ 08884	\$10.38

65-999-886-535 CD	DAWN SROCZYNSKI 30 WHITEWOOD PL OLD BRIDGE, NJ 08857	\$128.99
65-999-000-163 CD	RAYMOND SWOBODA 1 PINE ST EDISON, NJ 08817	\$294.11
65-999-984-248 CD	ANNA WOJCIK 122A JOHNSON PL SOUTH RIVER, NJ 08882	\$86.48

DATED: DECEMBER 3, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, there exists the need for the purchase an estimated quantity of 800 tons of rock salt (Sodium Chloride) by the Borough of South River in the County of Middlesex of the State of New Jersey to be use for the removal of snow and ice from the roadways; and

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

WHEREAS, it appears that the materials, supplies and/or equipment 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 materials, supplies and/or equipment entered into on behalf by the County of Middlesex under its Common Cents Program; and

WHEREAS, the Chief Financial Officer of the Borough of South River has advised that funds are to be appropriated in the 2013 municipal budget for the purchase of said rock salt.

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 an estimated 800 tons of rock salt under bid No. 12-560 of the Middlesex County Common Cents Program from

Atlantic Salt
130 Plain Street
Lowell, MA 01851

2. This contract is awarded without competitive bidding pursuant to the provision of N.J.S.A. 40A:11-1 at the cost of \$49.10 per ton as per the interlocal joint purchasing agreement.

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

DATED: DECEMBER 3, 2012

/s/ _____
 Councilmember

/s/ _____
 Councilmember

RESOLUTION

WHEREAS, the governing body of the Borough of South River in the County of Middlesex, State of New Jersey, had previously authorized and directed the Borough Clerk to advertise for the receipt of sealed bids for 2013 Public Works Functions and Utility Maintenance Contract in accordance with specifications approved and filed in the Office of the Borough Clerk; and

WHEREAS, said bids were received on November 20, 2012 and opened and read aloud in public and an examination thereof shows that B&W Construction Co. of NJ, Inc. was the apparent low bidder thereon with a bid of hourly compensation of personnel as set forth in the bidding documents.

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, the State of New Jersey, that the above recited bid be and the same is hereby accepted and that a contract be and the same is hereby awarded to B&W Construction Co. of NJ, Inc, as per the bid so submitted.

BE IT FURTHER RESOLVED that the appropriate officers of the Borough be and they are hereby authorized and directed to execute all instruments necessary to complete the above stated transaction but only upon submission of all documents required by the bid specifications and approval of same by the appropriate borough officials.

DATED: DECEMBER 3, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, the governing body of the Borough of South River in the County of Middlesex, State of New Jersey, had previously authorized and directed the Borough Clerk to advertise for the receipt of sealed bids for Purchase of a New Emergency Medical Vehicle in accordance with specifications approved and filed in the Office of the Borough Clerk; and

WHEREAS, said bids were received on November 20, 2012 and opened and read aloud in public and an examination thereof shows that Bay Head Investments, Inc. was the apparent low bidder thereon with a bid of \$127,497.00 as set forth in the bidding documents.

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, the State of New Jersey, that the above recited bid be and the same is hereby accepted and that a contract be and the same is hereby awarded to Bay Head Investments, Inc, as per the bid so submitted.

BE IT FURTHER RESOLVED that the appropriate officers of the Borough be and they are hereby authorized and directed to execute all instruments necessary to complete the above stated transaction but only upon submission of all documents required by the bid specifications and approval of same by the appropriate borough officials.

DATED: DECEMBER 3, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RES:2012-367

DECEMBER 3, 2012

RESOLUTION

WHEREAS, the governing body has received change order request No. 21 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 a letter dated November 16, 2012 that the change order request allows for repair of existing concrete stair, relocation of fire alarm devices to accommodate shelving installation, modification of millwork work counters, and installation of electrical devices; 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; and

WHEREAS, the Architect recommends approval of change order No. 21, which calls for an overall increase in the amount of \$7,876.85.

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. 21 be approved.

DATED: DECEMBER 3, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, there exists a need to upgrade the Borough of South River's radio communication system in accordance with FCC regulations; and

WHEREAS, there exists a state contract with a registered vendor known as Motorola Solutions c/o Pinnacle Wireless under contract #53804 through which municipalities are authorized by law to acquire such equipment and labor without meeting the requirements of the public bidding laws of the State of New Jersey; and

WHEREAS, the project includes purchase of radios, consoles, antennas, programming and installation from the said state authorized vendor for \$1,050,300.050; and

WHEREAS, the Chief Financial Officer of the Borough has certified the availability of funds in accounts C-06-12-027-101, W-07-12-028-101 and L-08-12-028-101.

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 upgrade the Borough of South River's radio communication system from the referenced vendor.

DATED: DECEMBER 3, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, the attorney for T-Mobile has provided a copy of the assignment to Crown Cast International Corp wherein the assignee consents to meet all obligations of T-Mobile under the lease between T-Mobile and the Borough of South River for premises located at 9 Ivan Way upon which T-Mobile has constructed a cell tower; and

WHEREAS, the Borough as Lessor must consent to the said assignment.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the Mayor and Borough Council of the Borough of South River that this resolution shall authorize the appropriate officials of the Borough to execute a consent form to the assignment of said lease to Crown Castle International Corp.

DATED: DECEMBER 3, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RES:2012-370

DECEMBER 3, 2012

RESOLUTION

I, John M. Krenzel, Mayor, with the advice and consent of the Council of the Borough of South River, do hereby approve a salary increase for Ronnie Zammit, Code Enforcement officer, to \$51,209.00 effective December 3, 2012.

DATED: DECEMBER 3, 2012

/s/ _____
John M. Krenzel, Mayor

/s/ _____
Councilmember

/s/ _____
Councilmember

RES:2012-371

DECEMBER 3, 2012

RESOLUTION

WHEREAS, Mizrahi Oded has submitted an application for a Mercantile License for a business known as Eddie Falafel, LLC to be located to 39 Main Street, in the Borough of South River; and

WHEREAS, the nature of the business is a restaurant; 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 Mizrahi Oded for a business known as Eddie Falafel, LLC, to be located at 39 Main Street, in the Borough of South River, New Jersey is hereby approved.

DATED: DECEMBER 3, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, in the Borough of South River, five (5) properties were listed and sold at Tax Sale of unpaid municipal charges and the lien holder paid a premium for each Tax Sale Certificate; and

WHEREAS, Statute N.J.S.A. 54:5-33 states if redemption is not made within five years from the date of sale, the premium payment shall be turned over to the Treasurer of the municipality and become part of the funds of the municipality.

<u>Block</u>	<u>Lot</u>	<u>Certificate #</u>	<u>Premium Amount</u>
272	8	14-97	\$ 300.00
107	5.1	11-03	100.00
42	18	9-04	500.00
364.3	3	31-05	11,000.00
349.3	8	3-06	<u>6,000.00</u>
			\$17,900.00

WHEREAS, it is recommended by the Tax Collector, that these premiums be turned over to the Borough of South River.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the Tax Collector is hereby authorized to turn over the premiums in the amount of \$17,900.00 to the Borough of South River as per Statute 54:5-33.

DATED: DECEMBER 3, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RES: 2012-373

DECEMBER 3, 2012

RESOLUTION

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

WHEREAS, the Tax Collector, Utility Collector and Chief Financial Officer recommend these changes.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Borough Tax Collector, Utility Collector and Chief Financial Officer be and are hereby authorized to cancel all balances less than \$10.00.

DATED: DECEMBER 3, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

RES:2012-374

DECEMBER 3, 2012

RESOLUTION

I, John M. Krenzel, with the advice and consent of the Council of the Borough of South River, do hereby appoint Daniel Cosentino as a regular member of Engine Company #1, South River Fire Department of the Borough of South River effective as of this date.

/s/ _____
John M. Krenzel, Mayor

DATED: DECEMBER 3, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

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 \$606,421.21 and previously paid claims in the amount of \$1,479,966.40 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: DECEMBER 3, 2012

/s/ _____
Councilmember

/s/ _____
Councilmember

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
B0952	BIGNELL PLANNING CONSULTANTS		Continued					
	12-03150	11/19/12	MATVIYISHN, Y. #1423	Open	<u>215.00</u>	0.00		
					965.00			
B1014	BODAK, ROBERT							
	12-03031	11/13/12	clothing allowance	Open	405.00	0.00		
B1073	BRIAN'S LAWN MOWER & SAW SVC							
	12-02601	10/01/12	Mower Supplies-BLANKET	Open	142.82	0.00		
B1083	BRINK'S US, INC.							
	12-03107	11/15/12	SERVICE FOR 10/12	Open	390.00	0.00		
BIAL01	DAVID BIALECKI							
	12-03117	11/15/12	CD REFUND	Open	330.89	0.00		
BLA010	ISILDA BLAIR							
	12-03080	11/15/12	Refund 2012	Open	30.00	0.00		
BUT001	DIANE BUTLER							
	12-03081	11/15/12	Refund 2012	Open	15.00	0.00		
C1268	MARRIOTT, CALLAHAN, BLAIR &							
	12-03052	11/13/12	LOPEZ, M. #1411	Open	315.00	0.00		
C1393	MICHAEL CHICHANOWSKI							
	12-02711	10/10/12	2012 Clothing Allowance	Open	1,000.00	0.00		
C1482	CME ASSOCIATES							
	12-03206	11/29/12	INSPECT CURBS	Open	108.00	0.00		
C1518	CONNEY SAFETY PRODUCTS, LLC.							
	12-02886	10/26/12	Raingear	Open	640.46	0.00		
C1555	COOPER ELECTRIC SUPPLY							
	12-02980	11/02/12	OEM Generator SN731086	Open	760.00	0.00		
C1569	COPPA'S TOWING							
	12-02782	10/16/12	Tow #545	Open	375.00	0.00		
C1599	CRISP POWER PRODUCTS CORP.							
	12-02885	10/26/12	batteries	Open	804.17	0.00		
CHIC01	HEATHER CHICHANOWSKI							
	12-02715	10/10/12	2012 Clothing Allowance	Open	200.00	0.00		
COMF001	COMFORT INN							
	12-03151	11/21/12	Rooms used for Hurricane	Open	3,440.00	0.00		
CRE001	ROBIN CREED & JOHN TORRES							
	12-03118	11/15/12	CD & ELECT. CURR.YR.REFUNDS	Open	131.35	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
D1779 DECALS BY DESIGN, INC.	12-02745	10/11/12	Frost on the Pumpkin Update	Open	35.00	0.00		
E2039 TOWNSHIP OF EAST BRUNSWICK	12-03227	11/29/12	WATER SERVICE 10/1/12-1/1/13	Open	216,347.34	0.00		
E2046 EAST COAST EMERGENCY LIGHTING	12-03037	11/13/12	speaker parts	Open	183.33	0.00		
EMES01 EMESS MANAGEMENT	12-03119	11/15/12	ELECT.CURR.YR.REFUND	Open	13.20	0.00		
F2750 ROBERT J. MCKELL	12-02759	10/16/12	Supplies	Open	662.91	0.00		
F2788 FERNANDEZ CONSTRUCTION INC.	12-02752	10/16/12	APPLEBY AVE.ROADWY RESTORATION	Open	16,000.00	0.00		
F2835 FIRE FIGHTERS EQUIPMENT CO.	12-02884	10/26/12	hand lights	Open	632.20	0.00		
F2849 FLEETWASH, INC.	12-02604	10/01/12	Wash Boro Trucks	Open	320.00	0.00		
F2871 FOREMOST FIRE PROTECTION LLC	12-02626	10/02/12	Annual Sprinkler Inspections	Open	3,827.15	0.00		
	12-02866	10/24/12	Safety Triangles for Trucks	Open	447.90	0.00		
					<u>4,275.05</u>			
FOX001 YOLANDA FOX	12-03120	11/15/12	CD REFUND	Open	46.65	0.00		
G3038 GARDEN STATE LABORATORIES, INC	12-02606	10/01/12	Coliform Analysis-October	Open	180.00	0.00		
H3719 HOME NEWS TRIBUNE	12-02830	10/19/12	Shred Event Ad	Open	378.00	0.00		
HAZ001 HAZ-MAT DQE INC	12-02580	09/28/12	Rehab Equipment	Open	2,470.20	0.00		
HEIND001 H.E INDUSTRIES LLC	12-03199	11/29/12	BATTERY LAP TOP COMPUTER	Open	92.95	0.00		
INF001 INFORMATION MANAGEMENT CORP	12-03053	11/13/12	REINSTATEMENT OF EMS MOBILE	Open	2,590.00	0.00		
J4578 JESCO COMPANY	12-02904	11/02/12	Service Call-10/24/12	Open	466.50	0.00		
J4660 JOE'S HEATING INC	12-02608	10/01/12	4th Qtr HVAC Maint	Open	1,245.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
J4660	JOE'S HEATING INC		Continued					
	12-03072	11/15/12	Repairs to A/C - PD	Open	<u>135.00</u>	0.00		
					1,380.00			
J4694	JOHNNY ON THE SPOT, INC.							
	12-03049	11/13/12	PORTA POTTY RENTALS	Open	558.00	0.00		
JOH100	JOHNNY'S LANDSCAPING SERVICE							
	12-03177	11/21/12	PLANT 22 TREES ALONG MAIN ST.	Open	9,300.00	0.00		
KNAP02	RICHARD KNAPP							
	12-03121	11/15/12	CD REFUND	Open	112.09	0.00		
KNOW01	PAMELA KNOWLES							
	12-03141	11/19/12	Refund Yoga 2012	Open	15.00	0.00		
KOC001	BARARA KOCH							
	12-03082	11/15/12	Refund Aerobics & Yoga 2012	Open	30.00	0.00		
KOSA01	JOYCE KOSA							
	12-03063	11/15/12	Refund/cancel The Confession	Open	30.00	0.00		
	12-03083	11/15/12	Refund Aerobics & Yoga 2012	Open	<u>30.00</u>	0.00		
					60.00			
L5128	LANGUAGE LINE SERVICES							
	12-02816	10/18/12	Language Translation Service	Open	15.30	0.00		
L5252	LIGHTHOUSE ELECTRIC OF CENTRAL							
	12-03055	11/15/12	Wire New Generator-FD	Open	3,480.00	0.00		
L5256	LINCOLN FINANCIAL GROUP							
	12-03143	11/19/12	GTL, LIFE & ADD FOR 12/12	Open	1,726.59	0.00		
LIG24	LIGHTHOUSE SOUTH RIVER LLC LG							
	12-03122	11/15/12	ELECT.CURR.YR.REFUND	Open	13.72	0.00		
M5698	MIDD CTY UTILITY AUTHORITY							
	12-02982	11/02/12	Landfill Charges-Oct. 2012	Open	37,180.82	0.00		
M5707	MIDDLESEX WELDING SALES,CO,INC							
	12-02610	10/01/12	Cylinder Rentals-October	Open	56.00	0.00		
M5856	MOTOROLA SOLUTIONS, INC.							
	12-02325	08/28/12	TRUCK RADIO	Open	4,662.80	0.00		
MARQ15	MARIA MARQUEZ							
	12-03123	11/15/12	CD REFUND	Open	146.60	0.00		
MARTIN10	KYLE MARTIN							
	12-02724	10/10/12	2012 Clothing Allowance	Open	200.00	0.00		
MCLAU01	EILEEN MCLAUGHLIN							
	12-03086	11/15/12	Refund Yoga 2012	Open	30.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
MCLAU02 JENNIFER MCLAUGHLIN	12-03091	11/15/12	Refund Yoga 2012	Open	15.00	0.00		
MERI001 MERIDIAN OCCUPATIONAL HEALTH	12-03041	11/13/12	Dispatcher - Physical D.D.	Open	105.00	0.00		
MUS004 MUSEUM OF ARTS & DESIGN	12-03190	11/26/12	Deposit DorisDuke tour 1/16/13	Open	50.00	0.00		
MUS010 MUSEUM OF THE MOVING IMAGE	12-03144	11/19/12	Deposit BehindTheScreen 3/6/13	Open	73.13	0.00		
N6190 THOMAS J. NOTO, P.E.	12-03057	11/15/12	Elect. Eng Services-October	Open	5,520.00	0.00		
	12-03058	11/15/12	Elect. Eng Services-Hurricane	Open	<u>4,370.00</u>	0.00		
					9,890.00			
O6521 OPSOLVE, LLC.	12-03108	11/15/12	BILLING FOR 10/12	Open	723.58	0.00		
O6522 OPSOLVE, LLC.	12-03035	11/13/12	LEAF BAG INSETS FOR BILLING	Open	255.13	0.00		
	12-03109	11/15/12	BILLING FOR 10/12	Open	3,189.70	0.00		
	12-03110	11/15/12	BILLING FOR 10/12	Open	<u>16,260.26</u>	0.00		
					19,705.09			
P7169 PRIME-STRIPE	12-03036	11/13/12	ATHLETIC WHITE PS-20-644	Open	314.55	0.00		
P7232 PUBLIC POWER ASSN OF N.J.	12-03209	11/29/12	NYPA BILLING 10/12	Open	9,731.82	0.00		
PAK001 PAKS RENOVATIONS CORP.	12-03171	11/21/12	Water Damage Restoration	Open	37,731.19	0.00		
PET001A PETRIK, JAN	12-03217	11/29/12	Re-imbusement-Mileage & Tolls	Open	75.70	0.00		
PR002 PRINCETON SUPPLY	12-02881	10/26/12	Janitorial Supplies	Open	1,595.74	0.00		
PRU010 RAISSA PRUS	12-03092	11/15/12	Refund Yoga 2012	Open	15.00	0.00		
R7329 V E RALPH & SON INC	12-02255	08/22/12	Medical Supplies	Open	3,013.27	0.00		
R7395 RELIABLE OVERHEAD DOOR INC.	12-03070	11/15/12	Repair Bay Door - Boro Garage	Open	368.00	0.00		
R7434 RAPHAEL BUS COMPANY INC.	12-02684	10/05/12	Brakes for Truck #26	Open	1,108.50	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
R7451 RICOH AMERICA'S CORPORATION	12-03129	11/15/12	4 TONER CARTRIDGES	Open	421.29	0.00		
R7548 THE RODGERS GROUP,LLC.	11-00008	01/13/11	CUSTOMIZED TRAINING MODULE	Open	448.00	0.00		B
R7560 RON'S OFFICE MAINTENANCE	12-03133	11/15/12	CLEANING SERVICES FOR 11/12	Open	2,190.00	0.00		
ROND010 DIANE RONDESKO	12-03084	11/15/12	Refund Aerobics 2012	Open	15.00	0.00		
ROVII01 SAMANTHA ROVILLOS	12-03124	11/15/12	CD REFUND	Open	142.30	0.00		
RUSS10 DANIELLE RUSSOMANO	12-03125	11/15/12	CD REFUND	Open	168.90	0.00		
S7693 SAFETY KLEEN CORP.	12-03071	11/15/12	Parts washer Solvent	Open	497.51	0.00		
S7720 SAYREVILLE, BORO OF	12-02748	10/11/12	Standby 9/16/12 to 9/30/12	Open	2,676.55	0.00		
	12-02903	11/02/12	Standby 10/01/12 to 10/15/12	Open	<u>4,812.39</u>	0.00		
					7,488.94			
S7754 SCHULMAN, WIEGMANN & ASSOC.INC	12-03183	11/26/12	Transcript of Taped Interview	Open	236.25	0.00		
S7803 SENSUS TECHNOLOGIES INC.	12-02663	10/05/12	Water Meters	Open	2,761.50	0.00		
S7859 SHERWIN WILLIAMS CO.	12-02598	10/01/12	Road Paint/Supplies	Open	45.93	0.00		
S7877 SAKER SHOPRITES INC	12-02837	10/24/12	OOA and Food Banks Supplies	Open	1,093.94	0.00		
	12-03096	11/15/12	Rec, OOA and Food Bank Reim	Open	<u>2,093.86</u>	0.00		
					3,187.80			
S8132 SS PETER & PAUL CHURCH	12-03019	11/07/12	Gen.Elect 11/6/12	Open	450.00	0.00		
SIGNS01 SIGNS AND SAFETY DEVICES,LLC	12-02350	08/29/12	Various Signs	Open	969.95	0.00		
	12-02618	10/01/12	Various Signs	Open	<u>375.00</u>	0.00		
					1,344.95			
SMIT010 MONICA SMITH	12-03126	11/15/12	CD REFUND	Open	10.38	0.00		
SROCZ01 DAWN SROCZYNSKI	12-03127	11/15/12	CD REFUND	Open	128.99	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SWOD001 RAYMOND SWOBODA	12-03185	11/26/12	CD REFUND	Open	294.11	0.00		
SZEB02 JOSEPH SZEKENYI	12-03219	11/29/12	REIMBURSEMENT - CLOTHING	Open	179.00	0.00		
	12-03221	11/29/12	REIMBURSEMENT - CLASS	Open	<u>100.00</u>	0.00		
					279.00			
T8324 TAYLOR OIL CO INC.	12-02981	11/02/12	Fuel Del 10/18/12	Open	1,460.54	0.00		
T8369 TELX INC	12-02160	08/07/12	CABLING & WIRING FOR LIBRARY	Open	8,850.00	0.00		
	12-02729	10/10/12	Phone System Update	Open	<u>2,195.00</u>	0.00		
					11,045.00			
T8383 TDT SCREEN DESIGN & PRINTING	12-03005	11/05/12	Shirts for Frost on the Pump	Open	995.00	0.00		
T8539 TRIUS, INC.	12-01873	07/11/12	Sweeper-#501020 Curtain Sets	Open	933.34	0.00		
T8552 TRUGREEN LP	12-02515	09/19/12	App. #4-Early Fall	Open	1,012.50	0.00		
U8802 UNIFIRST CORPORATION	12-02563	09/25/12	Uniform Rental 10-30-12	Open	105.79	0.00		
	12-02896	10/26/12	Uniform Rental 11-6-12	Open	105.79	0.00		
	12-02897	10/26/12	Uniform Rental 11-13-12	Open	<u>105.79</u>	0.00		
					317.37			
U8810 UNITED COMPUTER SALES & SVC.IN	12-01531	06/05/12	BLACKBERRY SUPP.1 YR.FRM7/6/12	Open	467.00	0.00		
	12-02834	10/19/12	computer router	Open	490.75	0.00		
	12-03050	11/13/12	SERVICE FOR 11/12	Open	<u>2,740.00</u>	0.00		
					3,697.75			
V8960 VALLEY POWER INC.	12-02509	09/19/12	Class 1, 65' Penta Poles	Open	4,273.50	0.00		
V9046 VILLAGIOS RESTAURANT	12-03039	11/13/12	Food Bank Reimbursement Volun	Open	137.50	0.00		
	12-03131	11/15/12	Food Bank -Volunteer Lunch	Open	<u>71.00</u>	0.00		
					208.50			
W9328 WESCO DISTRIBUTION, INC.	12-02819	10/19/12	Span Tap Boxes #S4P28A	Open	3,529.80	0.00		
	12-02820	10/19/12	Hendrix Spacer Cable Brackets	Open	1,680.00	0.00		
	12-02977	11/02/12	Elster Meters FM2S	Open	42,200.00	0.00		
	12-02978	11/02/12	Various Utilities Poles	Open	<u>14,187.50</u>	0.00		
					61,597.30			

Vendor # Name							
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
w9471	SHARON WITKOWSKI						
12-02901	10/26/12	Aerobics Classes	Open	70.00	0.00		
WOJC01	ANNA WOJCIK						
12-03128	11/15/12	CD REFUND	Open	86.48	0.00		

Total Purchase Orders:	139	Total P.O. Line Items:	330	Total List Amount:	606,421.21	Total Void Amount:	0.00
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Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total
CURRENT FUND	2-01	184,331.83	0.00	184,331.83	0.00
WATER UTILITY	2-02	233,348.44	0.00	233,348.44	0.00
ELECTRIC UTILITY	2-03	111,897.01	0.00	111,897.01	0.00
	2-15	<u>1,546.29</u>	<u>0.00</u>	<u>1,546.29</u>	<u>0.00</u>
Year Total:		531,123.57	0.00	531,123.57	0.00
GENERAL CAPITAL	C-06	46,524.03	0.00	46,524.03	0.00
ESCROW ACCOUNT	E-17	880.00	0.00	880.00	0.00
OTHER TRUST ACCOUNTS	T-05	8,726.21	0.00	8,726.21	0.00
WATER CAPITAL	W-07	19,167.40	0.00	19,167.40	0.00
Total of All Funds:		<u>606,421.21</u>	<u>0.00</u>	<u>606,421.21</u>	<u>0.00</u>

Wire transfers for pay meeting of 12/03/12

Date	From	Account	Amount	To	Account	Amount	Comment
11/20/2012	PNC Electric Utility Account	8015731646	\$ 106,256.00	NextEra Energy Power Marketing LLC	3751227650	\$ 106,256.00	Monthly electric payment
11/20/2012	PNC Electric Utility Account	8015731646	\$ 205,241.68	PSEX&G Energy Resources	9102641827	\$ 205,241.68	Monthly electric payment
11/21/2012	PNC Electric Utility Account	8015731646	\$ 28,475.12	PJM Settlement INC	8026557495	\$ 28,475.12	Weekly electric payment
11/29/2012	PNC Electric Utility Account	8015731646	\$ 30,702.21	PJM Settlement INC	8026557495	\$ 30,702.21	Weekly electric payment
11/30/2012	PNC Current Account	8013657761	\$ 810,000.00	DTC	66027306	\$ 810,000.00	2007 Bond Principle
11/30/2012	PNC Current Account	8013657761	\$ 254,059.39	DTC	66026776	\$ 254,059.39	2007 Bond Interest
11/30/2012	PNC Water Utility Account	8015731638	\$ 44,000.00	DTC	66027306	\$ 44,000.00	1977 Bond Principle
11/30/2012	PNC Water Utility Account	8015731638	\$ 1,232.00	DTC	66026776	\$ 1,232.00	1977 Bond Interest
			\$ 1,479,966.40			\$ 1,479,966.40	