



Consent Resolution:

1. \_\_\_\_\_ 2. \_\_\_\_\_

RES:2013-

- 118. Refund of water, electric consumer deposits
- 119. Refund of Municipal Lifeline deposits
- 120. Refund of State Lifeline deposits
- 121. Refund of Construction Code Fees – Block 102, Lot 8
- 122. Award contract for purchase of Library Furniture under State Contract
- 123. Award contract for Willett Ave. Substation – Preventive Maintenance to  
High Energy Electric
- 124. HCD – Transfer of Accounts
- 125. HCD Allocation of 2013 Funds
- 126. Approve Agreement with American Legion for Facility Use for Office on Aging Functions
- 127. Approve Middlesex County Interlocal Agreement - E-waste Subsidy Program
- 128. Approve SR Board of Education Tax Requisition – Operating Expenses
- 129. Approve Retirement/Separation Agreement – Sgt. Eric Gartner, SRPD
- 130. Approve Agreements with South River Dispatchers
- 131. Approve Settlement with Acapulco Tropicana Bar LLC
- 132. Oppose Senate Bill 2511 Amendments to Open Public Meetings Act
- 133. Accept Resignation of Christopher Rafano, Esq. as Alternate Municipal Prosecutor
- 134. Accept Resignation of Laurie Pasternak – Environmental/Shade Tree Commission
- 135. Appoint Debra A. Jones – Municipal Alliance Committee Coordinator
- 136. Appoint Municipal Alliance Committee members: Jaime Keith, Carol Deerson,  
Joseph Dezarlo, Student Representative, Regis Wyluda, Cathy Miller, Amy Rafano,  
Darrel Pearce, Tina Martins Cruz, Anthony Razzano, Diane Nale, Mark Tinitigan,  
John McKenna,, Sheryl Nevin, Rosemarie Kulik, Thomas Acs
- 137. Appoint Board of Health members: Anastasia Kokinos, Larisa Kolbik, Alt. 1,  
Vera Adelino, Alt. 2
- 138. Extend waiver of Construction Code fees

BILLS ORDERED PAID

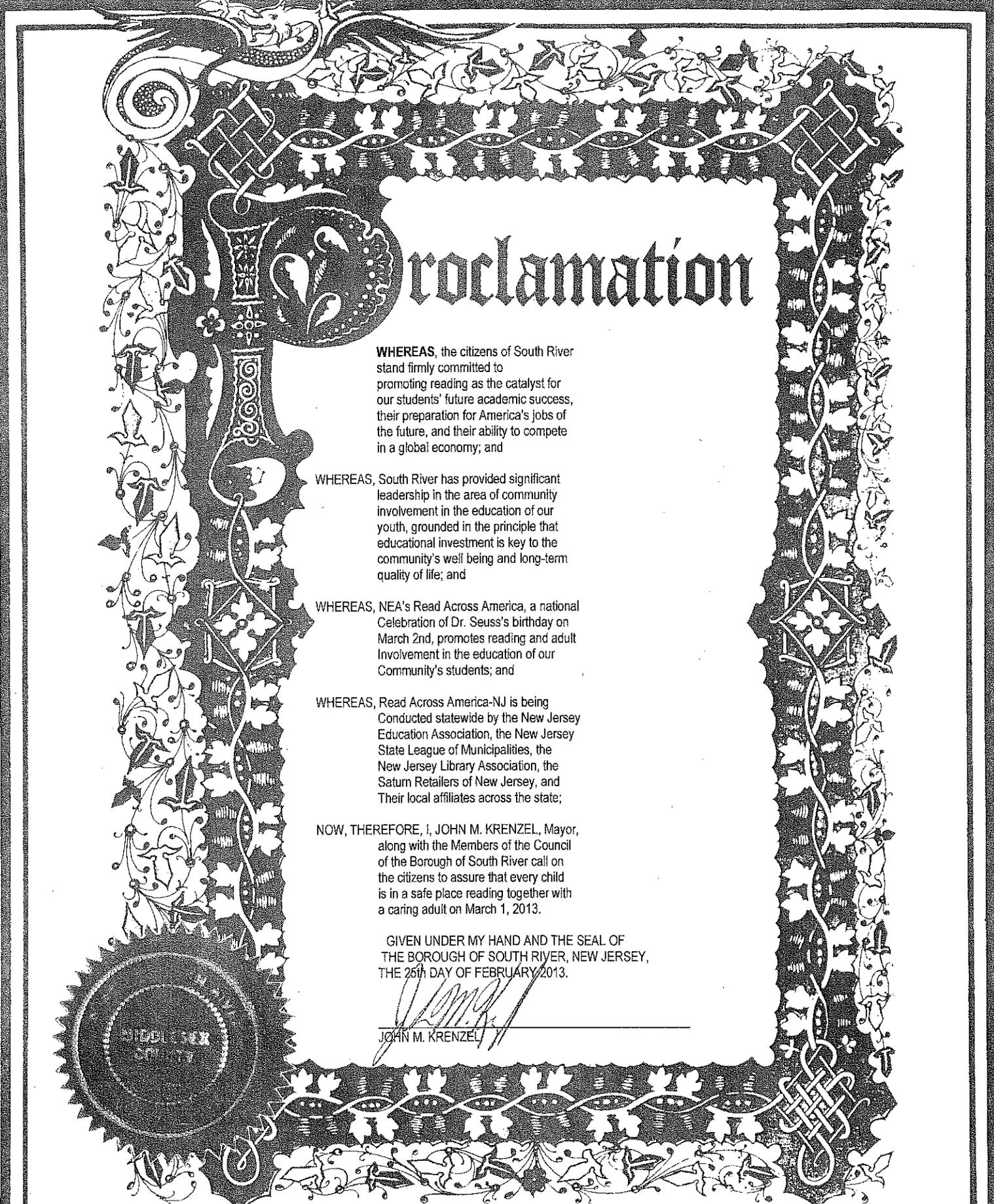
139. 1. \_\_\_\_\_ 2. \_\_\_\_\_

PUBLIC COMMENTS-(good & welfare of Borough)

COUNCIL COMMENTS

EXECUTIVE SESSION

ADJOURNMENT



# Proclamation

WHEREAS, the citizens of South River stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

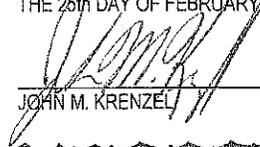
WHEREAS, South River has provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well being and long-term quality of life; and

WHEREAS, NEA's Read Across America, a national Celebration of Dr. Seuss's birthday on March 2nd, promotes reading and adult Involvement in the education of our Community's students; and

WHEREAS, Read Across America-NJ is being Conducted statewide by the New Jersey Education Association, the New Jersey State League of Municipalities, the New Jersey Library Association, the Saturn Retailers of New Jersey, and Their local affiliates across the state;

NOW, THEREFORE, I, JOHN M. KRENZEL, Mayor, along with the Members of the Council of the Borough of South River call on the citizens to assure that every child is in a safe place reading together with a caring adult on March 1, 2013.

GIVEN UNDER MY HAND AND THE SEAL OF  
THE BOROUGH OF SOUTH RIVER, NEW JERSEY,  
THE 25th DAY OF FEBRUARY 2013.

  
JOHN M. KRENZEL



# Proclamation

WHEREAS, art education contributes Powerful educational benefits to all Elementary middle and secondary students Including the following:

Art education develops students' creative Problem-solving and critical thinking Abilities;

Art education teaches sensitivity to Beauty, order, and other expressive Qualities;

Art education gives students a deeper Understanding of multi-cultural values And beliefs;

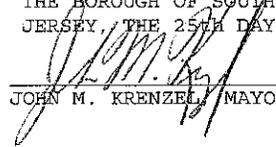
Art education reinforces and brings to Life what students learn in other Subjects; and

Art education interrelates student Learning in art production, art history, Art criticism and aesthetics.

WHEREAS our national leaders have Acknowledged the necessity of including Arts experiences in all students' Education.

NOW, THEREFORE, I, JOHN M. KRENZEL Mayor, along with the Members of the Council of the Borough of South River do hereby proclaim that March be observed as Youth Art Month in the Borough of South River.

GIVEN UNDER MY HAND AND THE SEAL OF THE BOROUGH OF SOUTH RIVER, NEW JERSEY, THE 25TH DAY OF FEBRUARY, 2013.

  
JOHN M. KRENZEL, MAYOR

**ORDINANCE 2013-2**

**AN ORDINANCE AMENDING ARTICLE XVII MUNICIPAL ALLIANCE COMMITTEE FOR PREVENTION OF ALCOHOLISM AND DRUG ABUSE**

WHEREAS, the governing body has established a Municipal Alliance Committee under Ordinance 22-83;

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.**

Ordinance No. 22-83 be and is hereby amended as follows:

§ 22-83. Establishment; purpose.

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

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

22-84 – Composition; alternate members; ex officio members

- a. The municipal alliance against substance abuse membership should include broad representation from the local community. The alliance shall consist of nine (9) voting members, including but not limited to the following:

- 1. Borough residents
- 2. Borough student representatives
- 3. Borough school administrators and/or school board members
- 4. Representatives of parent/teacher associations
- 5. Representatives of Borough teachers
- 6. Representatives of the Borough Court System
- 7. Representatives of a local civic organization
- 8. Representatives of Borough staff
- 9. Representatives of the Borough Police Department

- b. There may also be two ex officio, nonvoting members, which may include the following:

- 1. One the Municipal Prosecutor's Office
- 2. One from the Municipal Staff Members

- c. There shall be two alternate members, who shall be residents of the Borough. An alternate member may participate in discussion of the proceedings but not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. If a choice must be made as to which alternate member is to vote, alternate number one shall vote first.
- d. All seven members of the Borough Council, including the Mayor, may act as ex officio members.
- e. At least 50% of the voting members of the alliance must reside in the Borough.

22-85 – Appointments; terms.

- a. All members of the municipal alliance against substance abuse shall be appointed by the Borough Council
- b. Voting members shall be appointed for three-year staggered terms.
- c. Nonvoting members shall be appointed to one-year terms.
- d. The alternate members shall be appointed for two-year staggered terms

22-86 – Removal; absenteeism; vacancies

- a. The Borough Council may remove any members of the alliance for cause after written notice has been served upon the member and after a hearing on the issues raised, at which time the members shall be entitled to be heard in person or by counsel. At the discretion of the member, the hearing may be in private.
- b. Members are required to attend all meetings unless being excused for sickness or other valid reason. Eight consecutive weeks or four consecutive regular meetings, whichever shall be of longer duration in a calendar year shall constitute automatic resignation. Unexcused absences shall be at the pleasure of the board and duly noted.
- c. In the event of a vacancy occurring in the alliance other than by expiration of term, such vacancy shall be filled for the unexpired term in the same manner as the original appointment.

22-87 – Chairperson; officers

- a. The alliance shall elect from among its voting members a chairperson, a vice-chairperson, a recording secretary and a treasurer, each for a one-year term.
- b. Election of all officers shall be held annually at the January meeting.

22-88 – Meetings; rules; quorum.

- a. The alliance shall meet once a month within a calendar of meetings established in advance.
- b. The alliance shall have the power to establish bylaws and rules for the conduct of its meetings.
- c. The alliance shall have the power to establish standing and ad-hoc committees as needed.

d. A quorum shall be a simple majority of the total voting members of the alliance.

#### 22-89 – Responsibilities, functions and duties; records

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

1. Creating a network of community leaders, private citizens and representatives from public and private human service agencies who are dedicated to a comprehensive and coordinated effort to promote and support drug and alcohol prevention and education programs and related activities with an emphasis on youth.
2. Conducting an assessment of the community to determine the needs of the community in relation to alcoholism and drug abuse issues.
3. Identifying existing efforts and services acting to reduce alcoholism and drug abuse.
4. Coordinating projects within the Borough to avoid fragmentation and duplication.
5. Developing programs to be implemented at the Borough level or participating in regionally developed programs that accomplish the purpose of the Alliance's effort and the purposes of the Committee.
6. Assisting the Borough in acquiring funds for alliance programs; developing a subcommittee on fund-raising.
7. Cooperating with the Governor's Council on Alcoholism and Drug Abuse and the County Local Advisory Committee on Alcoholism and Drug Abuse/Alliance Steering Subcommittee to provide municipal data, reports or other information which may be required for the County Annual Alliance Plan or needed to assist the Alliance effort.

B. The alliance shall keep records of its meetings and activities.

#### 22-90-Conflicts of Interest

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

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

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

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:

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JOHN M. KRENZEL MAYOR

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PATRICIA O'CONNOR, Registered Municipal Clerk

**ORDINANCE 2013-3**

**AN ORDINANCE TO AMEND THE ORDINANCES OF THE BOROUGH OF CODE OF THE  
BOROUGH OF SOUTH RIVER BY AMENDING CHAPTER 193-31.1 ENTITLED  
“SCHEDULE II:HANDICAPPED PARKING”**

WHEREAS, the governing body has established a handicapped parking zone in front of the residence located at 340 Turnpike Road fronting Icker Avenue in the Borough of South River; and

WHEREAS, it has been requested that the Handicapped Parking Zone currently established in front of 340 Turnpike Road (fronting Icker Avenue) in the Borough of South River be rescinded since the Handicapped Parking Space is no longer required; and

WHEREAS the South River Police Department has investigated the same and recommends the rescinding of said Handicapped Parking space for the benefit of the Borough of South River

NOW, THEREFORE BE IT ORDAINED AND ENACTED, by the Mayor and Borough Council of the Borough of South River, that Chapter 193-31.1 entitled “Schedule IIA: Handicapped Parking” be amended as follows:

**SECTION I. DELETE**

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Icker Avenue	South	From a point 60 feet East from its intersection with Old Bridge Turnpike to a point 22 feet thereof.

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:

\_\_\_\_\_  
JOHN M. KRENZEL MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA O’CONNOR, Registered Municipal Clerk

**ORDINANCE 2013-4**

**AN ORDINANCE TO AMEND THE ORDINANCES OF THE BOROUGH OF CODE OF THE  
BOROUGH OF SOUTH RIVER BY AMENDING CHAPTER 193-31.1 ENTITLED  
“SCHEDULE II: HANDICAPPED PARKING”**

WHEREAS, the governing body has established a handicapped parking zone in front of the residence located at 3 Chestnut Street in the Borough of South River; and

WHEREAS, it has been requested that the Handicapped Parking Zone currently established in front of 3 Chestnut Street in the Borough of South River be rescinded since the Handicapped Parking Space is no longer required; and

WHEREAS the South River Police Department has investigated the same and recommends the rescinding of said Handicapped Parking space for the benefit of the Borough of South River

NOW, THEREFORE BE IT ORDAINED AND ENACTED, by the Mayor and Borough Council of the Borough of South River, that Chapter 193-31.1 entitled “Schedule IIA: Handicapped Parking” be amended as follows:

**SECTION I. DELETE**

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Chestnut Street	East	From a point 100 feet South from its intersection with Nelson Street to a point 22 feet thereof.

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:

\_\_\_\_\_  
JOHN M. KRENZEL MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA O’CONNOR, Registered Municipal Clerk

**ORDINANCE 2013-5**

**AN ORDINANCE TO AMEND  
Section 155-11, Chapter 147 ELECTRIC CONNECTIONS, ARTICLE I**

WHEREAS, the governing body has established certain fees for Electric Connections within the Borough of South River, and

WHEREAS, the governing body desires to amend certain fees contained within Section 155-11, Chapter 147, Article I.

NOW, THEREFORE BE IT ORDAINED AND ENACTED by the Mayor and Borough Council of the Borough of South River, that Section 155-11, Chapter 147, Electric Connections, Article I be amended as follows:

**SECTION I.**

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

**A. Class A: Residential Consumption:**

(1) Service Charge: \$8.75

**K. Tenant Deposit.**

(1) Residential: \$200.00

(2) Commercial: \$500.00

IT IS FURTHER ORDAINED that all other fees specified within Section 155-11, Chapter 147, Article I that are not referenced herein shall not be affected by this Amendment.

**SECTION II.** The various parts, sections, and 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:

APPROVED:

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JOHN M. KRENZEL MAYOR

ATTEST:

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PATRICIA O'CONNOR, Registered Municipal Clerk

**ORDINANCE 2013-6**

**AN ORDINANCE AUTHORIZING VARIOUS FEDERAL HOUSING AND  
COMMUNITY DEVELOPMENT GRANT IMPROVEMENTS AND  
EQUIPMENT LOCATED IN THE BOROUGH OF SOUTH RIVER IN THE  
COUNTY OF MIDDLESEX, NEW JERSEY**

Be it ordained by the Mayor and Borough Council of the Borough of South River in the County of Middlesex of the State of New Jersey, as follows:

Section 1. That pursuant of the applicable statutes of the State of New Jersey, there is hereby authorized:

- i. handicap access improvements around the borough - curb cuts, appropriating \$35, 701.00; and
- ii. park improvements, appropriating \$15,000.00 and

Section 2. That the sum of fifty thousand seven hundred one dollars and none cents (\$50,701.00) and the same is hereby appropriated for the purposes stated in Section 1 therefore and that the prior Capital Budget is hereby amended to provide for said appropriation.

Section 3. That there is presently available Federal Housing and Community Development Act funds in the amount of fifty thousand seven hundred one dollars and none cents (\$50,701.00), which sum is hereby appropriated for the purpose described in Section 1 thereof.

Section 4. This Ordinance shall take effect after the first publication thereof after final passage and approval in the manner provided by law.

DATED:

\_\_\_\_\_  
JOHN M. KRENZEL, Mayor

ATTEST:

\_\_\_\_\_  
PATRICIA O'CONNOR, Registered Municipal Clerk

**ORDINANCE 2013-7**

**AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF SOUTH RIVER,  
CHAPTER 155 ENTITLED "FEES", BY AMENDING  
SECTION 155-10.7 "MISCELLANEOUS LICENSES AND FEES"**

WHEREAS, the governing body has established a schedule of miscellaneous Licenses and Fees in the Code of the Borough of South River under Chapter 155, Sec. 155-10.7; and

WHEREAS, the governing body incurs and expense for each transaction made by credit and debit cards; and

WHEREAS, the governing body does not want all Borough residents to incur this transaction expense; and

WHEREAS, it has been requested that same be amended to reflect a fee for credit card and debit card charges made to the Borough of South River, and

NOW, THEREFORE BE IT ORDAINED AND ENACTED, by the Mayor and Borough Council of the Borough of South River, that Ordinance 155-10.7 entitled "Miscellaneous Licenses and Fees" be amended as follows:

**SECTION I. ADDITION:**

A three percent (3%) fee will be charged on all payments made by credit card and or debit card to the Borough of South River, exclusive of any payments to the Municipal Court.

**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:

\_\_\_\_\_  
JOHN M. KRENZEL MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA O'CONNOR, Registered Municipal Clerk

RES: 2013-118

FEBRUARY 25, 2013

RESOLUTION

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

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

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

<u>ACCOUNT #</u>	<u>PAYABLE TO:</u>	<u>AMOUNT OF CHECK</u>
65-999-000-080 CD	NANCY ACOSTA 309 HAMPTON LANE ISELIN, NJ 08830	\$256.42
65-999-976-955 CD	SHELLIE BROZIO	\$162.55
65-999-976-955 ELEC PREV	251 JUDY CT SPOTSWOOD, NJ 08884	\$467.38
65-999-858-177 CD	DAVID CASTELHANO & SOPHIA VASSI 400 GIUORDANO AVE PARLIN, NJ 08859	\$30.98
65-999-856-626 CD	JASMIN ELALFY & GERASIMO SPATHIS 146 APPLGARTH RD MONROE TOWNSHIP, NJ 08831	\$132.09
65-999-853-535 CD	IRON BRIDGE CONSTRUCTION	\$268.68
65-999-853-513 CD	688 NASSAU ST NORTH BRUNSWICK, NJ 08902	\$286.24
65-999-984-468 CD	LEW JASIENOWICZ 340 WHITEHEAD AVE APT 205 SOUTH RIVER, NJ 08882	\$142.47
65-999-877-482 CD	ARLETE LACERDA 16 W GROCHOWIAK ST APT 2 SOUTH RIVER, NJ 08882	\$120.04
65-999-873-247 CD	FRANK & KRIS LIPOSKY 923 INGLEWOOD DR FLORENCE, SC 29501	\$132.33
65-999-877-152 CD	MICHAEL MCGOWAN 4 SUMMIT RD G10B SOUTH RIVER, NJ 08882	\$53.97

65-999-862-742 CD	MIROSLAV MARIKOVSKY 77 BREWSTER CIRCLE OLD BRIDGE, NJ 08857	\$99.59
65-999-854-767 CD	CHRISTOPHER MISTRETТА 3 SUNNINGDALE CIRCLE MANALAPAN, NJ 07726	\$253.46
66-999-961-796 WATER PREV	SILVIO OLIVEIRA 438 HAMPTON AVE LONG BRANCH, NJ 07740	\$50.71
65-999-966-461 CD	SANDY PERKINS	\$36.32
65-999-966-461 ELEC PREV	8 TICE AVE APT 1 SOUTH RIVER, NJ 08882	\$89.27
65-999-878-923 CD	IURI PINTO 15 LAKE AVE APT 2A EAST BRUNSWICK, NJ 08816	\$63.09
65-999-854-294 CD	LUISA RIVERA 4 WATTS ST SOUTH RIVER, NJ 08882	\$56.95
65-999-864-216 CD	THOMAS RONAN	\$249.41
65-999-864-216 ELEC CURRENT	10 WATTS ST SOUTH RIVER, NJ 08882	\$47.82
66-999-935-187 WTR PREV	SVETLANA SHAGABAYEVA 34 FERRIS ST SOUTH RIVER, NJ 08882	\$8.38
65-999-985-612 CD	DONNA STODDARD 404 DIVISION ST SOUTH AMBOY, NJ 08879	\$50.23
65-999-868-429 CD	Y TORRES & S SOTO 20 DOLAN ST SAYREVILLE, NJ 08857	\$129.99
65-999-886-612 CD	2 CHICKS WITH CHOCOLATE 268 MAIN ST SUITE 5 SOUTH RIVER, NJ 08882	\$438.08
65-999-853-029 CD	JOHN WALTER 11 HERMAN ST 2ND FL SOUTH RIVER, NJ 08882	\$7.26

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES: 2013-119

FEBRUARY 25, 2013

RESOLUTION

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

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

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

**UTILITY CUSTOMER**

<u>ACCOUNT NUMBER</u>	<u>REASON</u>	<u>AUTH</u>	<u>YEAR</u>	<u>AMOUNT</u>
BROZIO, SHELLIE 15 Watts Street South River, NJ 08882 #65-999-976-955	Elec Credit Elec Credit	Refund Refund	2012 2011	\$225.00 \$225.00
	MUNICIPAL LIFELINE			
JASIENOWICZ, LEW \$225.00 340 Whitehead Ave Apt 205 South River, NJ 08882 #65-999-984-468	Elec Credit	Refund	2012	
	MUNICIPAL LIFELINE			

DATED: FEBRUARY 25, 2011

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES: 2013-120

FEBRUARY 25, 2013

RESOLUTION

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

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

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

**UTILITY CUSTOMER**

<u>ACCOUNT NUMBER</u>	<u>REASON</u>	<u>AUTH</u>	<u>YEAR</u>	<u>AMOUNT</u>
BROZIO, SHELLIE	Elec Credit	Refund	2012	\$225.00
15 Watts Street	Elec Credit	Refund	2011	\$66.20
South River, NJ 08882				
#65-999-976-955		STATE LIFELINE		
JASIENOWICZ, LEW	Elec Credit	Refund	2012	\$139.41
340 Whitehead Ave Apt 205				
South River, NJ 08882		STATE LIFELINE		
#65-999-984-468				

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES: 2013-121

FEBRUARY 25, 2013

RESOLUTION

WHEREAS, the official Construction records of the Borough of South River, New Jersey show a refund should be made on a payment received from a permit due to the waiving of Construction Code fees from Super Storm Sandy; and

WHEREAS, the Construction Official and Chief Financial Officer recommend the change as listed.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Borough Construction Official and Chief Financial Officer be and are hereby authorized to make the necessary adjustments indicated below:

<u>Block</u>	<u>Lot</u>	<u>Reason</u>	<u>Name &amp; Address</u>	<u>Property Location</u>	<u>Amount</u>
102	8	Overpayment	Mchose, Hedwig L. & Warren B. 9 Ziegert Street South River, NJ 08882	9 Ziegert Street	\$82.00

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES:2013-122

FEBRUARY 25, 2013

RESOLUTION

WHEREAS, there exists a need to purchase library furniture 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 contract #81720 through which municipalities are authorized by law to acquire such furniture 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 from the said state authorized vendor for \$22,391.68; 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 from the referenced vendor.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES: 2013-123

FEBRUARY 25, 2013

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 receipt of sealed bids for Willett Avenue Electrical Substation Preventative Maintenance in accordance with specifications approved and filed in the Office of the Borough Clerk; and

WHEREAS, said bids were received on February 15, 2013, and opened and read aloud in public and an examination thereof shows that High Energy Electric was the apparent low bidder thereon with a bid of \$69,300.00 as noted in the opinion letter of the Borough Attorney dated February 19, 2013; and

WHEREAS, the Borough Attorney has noted that the bid of the apparent low bidder contained no material departures from the bidding documents; and

WHEREAS, the award of this contract be and is hereby subject to the availability of sufficient funds from the Borough;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body 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 the appropriate officials are authorized to sign a contract with High Energy Electric, when all required bid documents are received.

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.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES:2013-124

FEBRUARY 25, 2013

RESOLUTION

WHEREAS, the governing body previously received funding allocations through the Middlesex County Housing and Community Development Agency for Senior Center improvements, Park improvements, Whitehead Avenue improvements, and Curb Cut project; and

WHEREAS, the Borough desires to transfer between existing accounts established for such improvements in the amount of \$25,796.22 from Account CD7770, CD1065, CD1066, and CD1067 into Account CD9969.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the appropriate officials take the necessary action to accomplish the aforesaid transfers for expenditures on improvements.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES:2013-125

FEBRUARY 25, 2013

RESOLUTION

WHEREAS, the Citizens Advisory Committee on Housing and Community Development met on February 11, 2013 and has recommended that the Borough's 2013 funding allocation from the Housing and Community Development Block Grant be made as follows:

- To allocate one-half (1/2) of the anticipated funding, which would be approximately \$31,350.50, toward Various Park Improvements.
- To allocate one-half (1/2) of the anticipated funding, which would be approximately \$31,350.50, toward repairs to the Senior Center due to SuperStorm Sandy.

If the funding from the Federal Government is lowered or raised, the adjustment shall be made to the Various Park Improvements.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the Borough Engineer and other appropriate officials prepare and submit the aforesaid project proposals to the Middlesex County Public Housing Agency.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES:2013-126

FEBRUARY 25, 2013

RESOLUTION

BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the Borough of South River is authorized to enter into an Agreement with Frandsen-Levandowski Post 214 American Legion, copy attached, for the use of its facility for the operation of certain functions of the Office on Aging effective as of this date.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

# Frandsen ~ Levandowski Post 214

The American Legion



Eugene W. Wiecek, Post Adjutant

February 14, 2013

American Legion Post 214  
P.O. Box 13  
South River, NJ 08882

**To: Mayor John Krenzel and Borough Council**  
**Subject: Use of Post 214 Facilities for the Office on Aging**

1.) The South River Frandsen-Levandowski American Legion Post 214 concurs with the request by the Office on Aging to utilize our facilities commencing on or about March 1, 2013 on Tuesdays and Thursdays of each week. The duration of usage will be mutually determined at a later date.

2.) The Borough will pay a fee of \$125 per each day of usage by the Office on Aging which will be utilized to offset our operating, maintenance, and utility expenses. Fees shall be paid on a monthly basis. The facilities will be available from 9:00AM to 1:00PM only for each day of usage by the Office on Aging. The Borough of South River will provide all necessary insurance when the facility is being utilized by the Office on Aging.

3.) The American Legion Post #214 will provide use of the small meeting room for exercise classes and the Post lounge for other activities. The Post Bar will remain closed when the facility is in use by the Office on Aging. The Commander's office can be used to prepare forms and private meetings. The large hall can be used for monthly birthday parties.

PAT  
Reg meeting  
Agenda  
25 Feb 2013  
FC

4.) The Office on Aging will furnish all of their own supplies in addition to housekeeping when utilizing the facility. In the event of inclement weather, the Borough of South River will provide any necessary snow/ice removal.

5.) The American Legion Post #214 will furnish two keys to the facility plus access to the alarm system. The keys will be given to Kim Bell and Beth Judson. Both Kim and Beth will also be placed on the alarm system register.

6.) We look forward to working closely with the Office on Aging in order to assist in mitigating the impacts from Superstorm Sandy relating to the Senior Citizen's in the Borough of South River.

7.) If you have any questions or need any additional information, please feel free to contact me anytime at home at (732) 257-0281.

For God and Country,

*Eugene W. Wiecek*  
Eugene W. Wiecek  
Post 214 Adjutant

CC: Commander John Adamusik

RES: 2013-127

FEBRUARY 25, 2013

RESOLUTION

WHEREAS, the Borough of South River is desirous of entering into an interlocal agreement with Middlesex County Division of Solid Waste Management for participation in the E-waste Subsidy Program for the recycling of consumer electronics; and

WHEREAS, the Agreement shall commence on February 25, 2013.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the Mayor and appropriate Borough Officials are hereby authorized to execute the Inter-local Services Agreement between the Middlesex County Division of Solid Waste Management and the Borough of South River for the E-waste Subsidy Program and that it be forwarded to the Board of Chosen Freeholders for adoption.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES:2013-128

FEBRUARY 25, 2013

RESOLUTION

WHEREAS, pursuant to the applicable Statutes of the State of New Jersey, the Local School District is required to requisition funds for Operating Expense and Debt Service Expense from the Borough; and

WHEREAS, a requisition dated January 25, 2013 has been received from the Local School District for the following amount:

CURRENT OPERATING EXPENSE:	\$1,069,479.00
RESTORED FUNDS:	
DEBT SERVICE EXPENSE:	_____
TOTAL	\$1,069,479.00

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the Chief Financial Officer is hereby authorized and directed to draw the above stated amount from the proper accounts and pay to the Custodian of the School Monies the amount so drawn pursuant to the applicable Statutes of the State of New Jersey by March 8, 2013.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES:2013-129

FEBRUARY 25, 2013

RESOLUTION

BE IT AND IT IS HEREBY RESOLVED, by the Mayor and Borough Council of the Borough of South River that authorization is hereby ratified for the appropriate Borough officials to execute the retirement/separation agreement, copy attached, with Sergeant Eric Gartner of the South River Police Department, of the Borough of South River.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

**SEPARATION AGREEMENT & GENERAL RELEASE**

RECEIVED  
FEB 13 2013  
BOROUGH ADMINISTRATOR

**WHEREAS**, Sergeant Eric Gartner is eligible to retire as a Police Sergeant from the Borough of South River and receive a pension from the Police and Firemen's Retirement System effective November 30, 2013 and

**WHEREAS**, Sergeant Gartner has indicated his intent to retire from the South River Police Department and submit retirement papers to the Police and Firemen's Retirement System, and

**WHEREAS**, Sergeant Gartner is a member of SOA Local 62 and entitled to certain benefits thereto, and

**WHEREAS**, the Borough of South River and Sergeant Eric Gartner desire to express the terms of Sergeant Gartner's retirement from the Borough and retirement from contributions to the pension system;

**THEREFORE**, the Borough and Sergeant Gartner hereby agree as follows:

1. Beginning on February 18, 2013, Sergeant Gartner will commence utilizing contractual benefits time and upon completion shall begin his terminal leave from the Borough and its Police Department. During this time Sergeant Gartner's Borough-paid health benefits shall continue.
2. Sergeant Gartner shall retire from the Borough effective November 30, 2013.
3. During his terminal leave period, Sergeant Gartner shall remain in a pay status by utilizing 35 vacation days (280 hours), 74 sick days (870 hours), 9 days of personal time (72 hours) and 52 days of terminal leave (416 hours) pay consistent with the Borough Code to carry him in a pay status through November 30, 2013.
4. Any days remaining owed to Sergeant Gartner after November 30, 2013 will be paid to Sergeant Gartner via a payroll check from the Borough issued consistent with the first payroll in December 2013.
5. In addition to the use of paid time off as outlined in paragraph 3 above, following his effective retirement date, Sergeant Gartner shall be paid for his accrued but unused sick days pursuant to Article XIX.D. Sergeant Gartner will be paid for 570 accrued but unused sick hours for a total payment of \$29,953.50, which shall be paid in forty-

eight (48) monthly installments by payroll check commencing with the first payroll in January 2014.

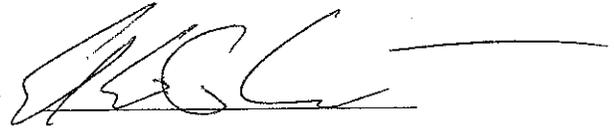
6. The Borough will provide Sergeant Gartner with retiree medical benefits (paid family health and prescription), consistent with the SOA contract under which he retired. If in the future, the State of New Jersey mandates that retirees in the Police and Firemen's Retirement System must contribute to their retiree health benefits provided by municipal employers, Sgt. Gartner agrees that he will contribute any required amount.
7. In the event that Sergeant Gartner is required to testify or appear in any court of law arising out of and directly related to his duties as a South River police officer on or after his effective retirement date (November 30, 2013), in such a circumstance, Sergeant Gartner will be compensated at his hourly rate of \$52.55 for all hours spent testifying or appearing in court.
8. The parties are in agreement with the terms of Sergeant Gartner's retirement and compensation as outlined above. Other than what is outlined above, and consistent with the SOA contract, Sergeant Gartner is not due any further compensation from the Borough.
9. The parties agree and understand that this Agreement extends to any and all claims, rights or causes of action of every nature and kind, known and unknown, past and present, which Sergeant Gartner may have relating to his employment with the Borough, and Sergeant Gartner hereby releases any and all such claims, rights and causes of action or similar rights of any type, against the Borough.
10. This Agreement and General Release contains the entire agreement between the parties regarding Sergeant Gartner's retirement from the Borough and retirement from contributing to the pension system. Any prior agreements, understandings, representations, oral agreements and writings are expressly superseded by the Agreement and General Release and are of no force and effect.
11. Should any of the provisions of this Agreement and General Release be held to be invalid or unenforceable by a court of competent jurisdiction, then such provision(s) shall be so interpreted and applied as necessary to make such provision(s) valid and enforceable. The provisions of this Agreement and General Release are separate and

independent and the parties agree that the invalidity or unenforceability of one or more of the provisions shall not affect the validity or enforceability of the remaining provisions.



Fred Carr, Borough Administrator

Dated: 11 FEB 2013



Sergeant Eric Gartner

Dated: 2/11/2013

RES:2013-130

FEBRUARY 25, 2013

RESOLUTION

BE IT AND IT IS HEREBY RESOLVED, by the Mayor and Borough Council of the Borough of South River that authorization is hereby ratified for the appropriate Borough officials to execute the ten Settlement Agreements, copies attached hereto, with the South River Dispatchers of the Borough of South River.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

**MEMORANDUM OF AGREEMENT**

The Borough of South River (the "Borough") and the South River Dispatchers Association (the "Union") (collectively the Borough and the Union, hereinafter, the "Parties"), hereby agree to this Memorandum of Agreement dated February 14<sup>th</sup>, 2013, which sets forth the understanding and agreement of the Parties with respect to the payment of certain retroactive compensation due to the Dispatchers. The Parties agree to recommend ratification of this Agreement to the respective membership.

The Parties hereby agree as follows:

1. The Borough and the Union agree that there is due and owing to the Dispatchers, certain retroactive compensation for certain overtime pay that was accumulated by the Dispatchers during the period from February 11, 2011 through February 11, 2013, because of the Pitman Schedule.
2. The majority of the Dispatchers seek to obtain such compensation through XTO/Comp time. However, Article VI Section I of the Collective Bargaining Agreement (that expired on December 31, 2012) limits such compensation to an 80 hour cap and such use will result in the limit being exceeded. To address this issue, the Parties desire and agree, that Article VI Section I should be amended to provide for a waiver of the 80 hour cap, solely with respect to these Dispatchers, and solely for the purpose of permitting these Dispatchers to utilize such XTO/Comp time in lieu of direct receipt of the compensation due as set forth in Paragraph 1 above.
3. The Parties further agree that all XTO/Comp time associated with the compensation due to the Dispatchers as set forth in Paragraph 1, shall be used by the Dispatchers by no later than July 1, 2015.

This Memorandum of Agreement is subject to ratification and approval by the South River Dispatchers Association and the Borough of South River.

In Witness whereof, the Parties have hereunto set their hands and seals as Borough of South River, New Jersey on the \_\_ day of February, 2013.

South River Dispatchers Association

Borough of South River

By: *Donna L. Casella* 2/14/13  
PRESIDENT

By: *[Signature]*  
VICE PRESIDENT

\_\_\_\_\_  
\_\_\_\_\_

## SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made this 11<sup>th</sup> day of February, 2013 by and between the Borough of South River, with an address of 61 Main Street, South River, New Jersey 08882 (the "Borough") and Myra Brown. (The Borough and Ms. Brown hereinafter referred to as the "Parties").

**WHEREAS**, Ms. Brown was employed by the Borough for the period from August 13, 1987 through September 30, 2012 as a Dispatcher with the South River Police Department; and

**WHEREAS**, during the period from February 11, 2011 through September 30, 2012, Ms. Brown was entitled to certain overtime compensation pay because of the Pitman Schedule; and

**WHEREAS**, the Parties desire to resolve this matter through execution of this Agreement and Release as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained in this Agreement and Release and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Borough and Ms. Brown agree as follows:

1. The Parties agree that the full payment owed to Ms. Brown by the Borough in compensation for certain overtime pay accumulated during the period from February 11, 2011 through September 30, 2012 because of the Pitman Schedule is \$4,947.00.
2. The Parties agree that this payment is the sole payment due to Ms. Brown from the Borough and there are no other payments due and owing to Ms. Brown with respect to overtime compensation that was accumulated by Ms. Brown during the period from February 11, 2011 through September 30, 2012.
3. By accepting such payment, Ms. Brown, her heirs, successors and assigns, agrees to release and give up any and all claims, rights, causes of action or similar rights of any type, which she may have against the Borough. Ms. Brown further understands and agrees that this Agreement and Release extends to any and all claims of every nature and kind, relating to any overtime compensation, known and unknown, past or present, which she has or may have against the Borough.
4. The Parties agree that this Agreement and Release shall be governed by the Laws of the State of New Jersey and that this Agreement and Release contains the complete and full understanding between the Borough and

Ms. Brown and no other promises or agreements shall be binding unless signed and agreed to by both Parties.

The Borough and Myra Brown intending to be bound hereby execute the foregoing Settlement Agreement and Release.

Dated:

Borough of South River

By: \_\_\_\_\_

Dated:

Myra Brown

Myra Brown

## SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made this 20<sup>th</sup> day of February, 2013 by and between the Borough of South River, with an address of 61 Main Street, South River, New Jersey 08882 (the "Borough") and Adam Dehanes (The Borough and Mr. Dehanes hereinafter referred to as the "Parties").

**WHEREAS**, Mr. Dehanes is employed by the Borough as a Dispatcher with the South River Police Department; and

**WHEREAS**, during the period from February 11, 2011 through February 22, 2013, Mr. Dehanes was entitled to receive certain overtime compensation pay because of the Pitman Schedule; and

**WHEREAS**, the Parties desire to resolve this matter through execution of this Agreement and Release as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained in this Agreement and Release and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Borough and Mr. Dehanes agree as follows:

1. The Parties agree that the full payment owed and due to Mr. Dehanes by the Borough in compensation for certain overtime pay accumulated by Mr. Dehanes during the period from February 11, 2011 through February 22, 2013 because of the Pitman Schedule is **\$6,018.21**.
2. The Parties agree that this payment is the sole payment due to Mr. Dehanes from the Borough and that there are no other payments due and owing to Mr. Dehanes with respect to overtime compensation that was accumulated by Mr. Dehanes during the period from February 11, 2011 through February 23, 2013 because of the Pitman Schedule.
3. The Parties agree that such payment shall be made to Mr. Dehanes as follows:
  - a. The Borough shall make payment to Mr. Dehanes in the amount of **\$3,009.11**, which shall be made in two cash payments as follows: payment one in the amount of **\$1,504.55** shall be paid to Mr. Dehanes in April 2013 and payment two in the amount of **\$1,504.55** shall be paid to Mr. Dehanes in April 2014; and
  - b. Mr. Dehanes agrees to receive the remaining compensation due to him in XTO/Comp time and the Borough agrees to permit Mr. Dehanes to use such time, which shall be placed in a bank to be utilized by Mr. Dehanes by no later than July 1, 2015. The total XTO/Comp time due to Mr. Dehanes is **122.375** hours.
4. By agreeing to accept such cash payment and XTO/Comp time, Mr. Dehanes, his heirs, successors and assigns, agrees to release and give up any and all claims, rights, causes of action or similar rights of any type, which he may have against the Borough. Mr. Dehanes further understands and agrees that this Agreement and Release extends to all

claims of every nature and kind, relating to any overtime compensation, known and unknown, past or present, which he has or may have against the Borough regarding overtime compensation which Mr. Dehanes may have accumulated during the period from February 11, 2011 through February 22, 2013 because of the Pitman Schedule.

5. The Parties agree that this Agreement and Release shall be governed by the Laws of the State of New Jersey and that this Agreement and Release contains the complete and full understanding between the Borough and Mr. Dehanes regarding overtime compensation due to Mr. Dehanes as a result of the Pitman schedule, and no other promises or agreements shall be binding unless signed and agreed to by both Parties.

The Borough and Mr. Dehanes intending to be bound hereby execute the foregoing Settlement Agreement and Release.

Dated:

BOROUGH OF SOUTH RIVER

By: \_\_\_\_\_

Dated:

ADAM DEHANES

2/20/13

Adam Dehanes

## SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made this 21 day of February, 2013 by and between the Borough of South River, with an address of 61 Main Street, South River, New Jersey 08882 (the "Borough") and Donna Thrasher (The Borough and Ms. Thrasher hereinafter referred to as the "Parties").

**WHEREAS**, Ms. Thrasher is employed by the Borough as a Dispatcher with the South River Police Department; and

**WHEREAS**, during the period from February 11, 2011 through February 11, 2013, Ms. Thrasher was entitled to receive certain overtime compensation pay because of the Pitman Schedule; and

**WHEREAS**, the Parties desire to resolve this matter through execution of this Agreement and Release as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained in this Agreement and Release and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Borough and Ms. Thrasher agree as follows:

1. The Parties agree that the full payment owed and due to Ms. Thrasher by the Borough in compensation for certain overtime pay accumulated by Ms. Thrasher during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule is **\$5,979.04**.
2. The Parties agree that this payment is the sole payment due to Ms. Thrasher from the Borough and there are no other payments due and owing to Ms. Thrasher with respect to overtime compensation that was accumulated by Ms. Thrasher during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule.
3. The Parties agree that such payment shall be made to Ms. Thrasher as follows:
  - a. The Borough shall make payment to Ms. Thrasher in the amount of **\$2,989.52**, which shall be made in two cash payments as follows: payment one in the amount of **\$1,494.76** shall be paid to Ms. Thrasher in April 2013 and payment two in the amount of **\$1,494.76** shall be paid to Ms. Thrasher in April 2014; and
  - b. Ms. Thrasher agrees to receive the remaining compensation due to her in XTO/Comp time and the Borough agrees to permit Ms. Thrasher to use such time, which shall be placed in a bank to be utilized by Ms. Thrasher by no later than July 1, 2015. The total XTO/Comp time due to Ms. Thrasher is **139.25** hours.
4. By agreeing to accept such cash payment and XTO/Comp time, Ms. Thrasher, her heirs, successors and assigns, agrees to release and give up any and all claims, rights, causes of action or similar rights of any type, which she may have against the Borough. Ms. Thrasher further understands and agrees that this Agreement and Release extends to all

claims of every nature and kind, relating to any overtime compensation, known and unknown, past or present, which she has or may have against the Borough regarding overtime compensation which Ms. Thrasher may have accumulated during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule.

5. The Parties agree that this Agreement and Release shall be governed by the Laws of the State of New Jersey and that this Agreement and Release contains the complete and full understanding between the Borough and Ms. Thrasher regarding overtime compensation due to Ms. Thrasher as a result of the Pitman schedule, and no other promises or agreements shall be binding unless signed and agreed to by both Parties.

The Borough and Ms. Thrasher intending to be bound hereby execute the foregoing Settlement Agreement and Release.

Dated: 2/21/13

BOROUGH OF SOUTH RIVER

By: \_\_\_\_\_

Dated: 2/21/13

DONNA THRASHER

*Donna Thrasher*

## SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made this 21 day of February, 2013 by and between the Borough of South River, with an address of 61 Main Street, South River, New Jersey 08882 (the "Borough") and Matthew Waranowicz (The Borough and Mr. Waranowicz hereinafter referred to as the "Parties").

**WHEREAS**, Mr. Waranowicz is employed by the Borough as a Dispatcher with the South River Police Department; and

**WHEREAS**, during the period from February 11, 2011 through February 11, 2013, Mr. Waranowicz was entitled to receive certain overtime compensation pay because of the Pitman Schedule; and

**WHEREAS**, the Parties desire to resolve this matter through execution of this Agreement and Release as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained in this Agreement and Release and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Borough and Mr. Waranowicz agree as follows:

1. The Parties agree that the full payment owed and due to Mr. Waranowicz by the Borough in compensation for certain overtime pay accumulated by Mr. Waranowicz during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule is \$6,340.40.
2. The Parties agree that this payment is the sole payment due to Mr. Waranowicz from the Borough and there are no other payments due and owing to Mr. Waranowicz with respect to overtime compensation that was accumulated by Mr. Waranowicz during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule.
3. The Parties agree that such payment shall be made to Mr. Waranowicz as follows:
  - a. The Borough shall make payment to Mr. Waranowicz in the amount of \$3,170.20, which shall be made in two cash payments as follows: payment one in the amount of \$1,585.10 shall be paid to Mr. Waranowicz in April 2013 and payment two in the amount of \$1,585.10 shall be paid to Mr. Waranowicz in April 2014; and
  - b. Mr. Waranowicz agrees to receive the remaining compensation due to him in XTO/Comp time and the Borough agrees to permit Mr. Waranowicz to use such time, which shall be placed in a bank to be utilized by Mr. Waranowicz by no later than July 1, 2015. The total XTO/Comp time due to Mr. Waranowicz is 146.75 hours.

4. By agreeing to accept such cash payment and XTO/Comp time, Mr. Waranowicz, his heirs, successors and assigns, agrees to release and give up any and all claims, rights, causes of action or similar rights of any type, which he may have against the Borough. Mr. Waranowicz further understands and agrees that this Agreement and Release extends to all claims of every nature and kind, relating to any overtime compensation, known and unknown, past or present, which he has or may have against the Borough regarding overtime compensation which Mr. Waranowicz may have accumulated during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule.
  
5. The Parties agree that this Agreement and Release shall be governed by the Laws of the State of New Jersey and that this Agreement and Release contains the complete and full understanding between the Borough and Mr. Waranowicz regarding overtime compensation due to Mr. Waranowicz as a result of the Pitman schedule, and no other promises or agreements shall be binding unless signed and agreed to by both Parties.

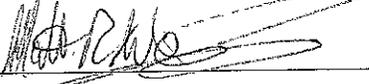
The Borough and Mr. Waranowicz intending to be bound hereby execute the foregoing Settlement Agreement and Release.

Dated:

BOROUGH OF SOUTH RIVER

By: \_\_\_\_\_

Dated: 2/21/13

MATTHEW WARANOWICZ  


## SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made this 14 day of February, 2013 by and between the Borough of South River, with an address of 61 Main Street, South River, New Jersey 08882 (the "Borough") and MaryAnn Kahse (The Borough and Ms. Kahse hereinafter referred to as the "Parties").

**WHEREAS**, Ms. Kahse is employed by the Borough as a Dispatcher with the South River Police Department; and

**WHEREAS**, during the period from February 11, 2011 through February 22, 2013, Ms. Kahse was entitled to receive certain overtime compensation pay because of the Pitman Schedule; and

**WHEREAS**, the Parties desire to resolve this matter through execution of this Agreement and Release as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained in this Agreement and Release and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Borough and Ms. Kahse agree as follows:

1. The Parties agree that the full payment owed and due to Ms. Kahse by the Borough in compensation for certain overtime pay accumulated during the period from February 11, 2011 through February 22, 2013 because of the Pitman Schedule is \$6,394.38.
2. The Parties agree that this payment is the sole payment due to Ms. Kahse from the Borough and there are no other payments due and owing to Mr. Kahse with respect to overtime compensation that was accumulated by Ms. Kahse during the period from February 11, 2011 through February 23, 2013 because of the Pitman Schedule.
3. The Parties agree that such payment shall be made to Ms. Kahse as follows:
  - a. Ms. Kahse agrees to receive the full amount of compensation due to her in XTO/Comp time and the Borough agrees to permit Ms. Kahse to use such time, which shall be placed in a bank to be utilized by Ms. Kahse by no later than July 1, 2015. The total XTO/Comp time due to Ms. Kahse is 260.5 hours.
4. By agreeing to accept payment in XTO/Comp time, Ms. Kahse, her heirs, successors and assigns, agrees to release and give up any and all claims, rights, causes of action or similar rights of any type, which she may have against the Borough. Ms. Kahse further understands and agrees that this Agreement and Release extends to all claims of every nature and kind, relating to any overtime compensation, known and unknown, past or present, which she has or may have against the Borough regarding overtime compensation which Ms. Kahse may have accumulated during the period from February 11, 2011 through February 22, 2013 because of the Pitman Schedule.

5. The Parties agree that this Agreement and Release shall be governed by the Laws of the State of New Jersey and that this Agreement and Release contains the complete and full understanding between the Borough and Ms. Kahse regarding overtime compensation due to Ms. Kahse as a result of the Pitman schedule, and no other promises or agreements shall be binding unless signed and agreed to by both Parties.

The Borough and Ms. Kahse intending to be bound hereby execute the foregoing Settlement Agreement and Release.

Dated:

BOROUGH OF SOUTH RIVER

By: \_\_\_\_\_

Dated: 2/14/2013

MARYANN KAHSE

Maryann Kahse

## SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made this 14 day of February, 2013 by and between the Borough of South River, with an address of 61 Main Street, South River, New Jersey 08882 (the "Borough") and Kelly Scanlon (The Borough and Ms. Scanlon hereinafter referred to as the "Parties").

**WHEREAS**, Ms. Scanlon is employed by the Borough as a Dispatcher with the South River Police Department; and

**WHEREAS**, during the period from February 11, 2011 through February 22, 2013, Ms. Scanlon was entitled to receive certain overtime compensation pay because of the Pitman Schedule; and

**WHEREAS**, the Parties desire to resolve this matter through execution of this Agreement and Release as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained in this Agreement and Release and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Borough and Ms. Scanlon agree as follows:

1. The Parties agree that the full payment owed and due to Ms. Scanlon by the Borough in compensation for certain overtime pay accumulated by Ms. Scanlon during the period from February 11, 2011 through February 22, 2013 because of the Pitman Schedule is **\$7,469.44**.
2. The Parties agree that this payment is the sole payment due to Ms. Scanlon from the Borough and there are no other payments due and owing to Ms. Scanlon with respect to overtime compensation that was accumulated by Ms. Scanlon during the period from February 11, 2011 through February 23, 2013 because of the Pitman Schedule.
3. The Parties agree that such payment shall be made to Ms. Scanlon as follows:
  - a. Ms. Scanlon agrees to receive the full amount of compensation due to her in XTO/Comp time and the Borough agrees to permit Ms. Scanlon to use such time, which shall be placed in a bank to be utilized by Ms. Scanlon by no later than July 1, 2015. The total XTO/Comp time due to Ms. Scanlon is **304** hours.
4. By agreeing to accept payment in XTO/Comp time, Mr. Scanlon, her heirs, successors and assigns, agrees to release and give up any and all claims, rights, causes of action or similar rights of any type, which she may have against the Borough. Ms. Scanlon further understands and agrees that this Agreement and Release extends to all claims of every nature and kind, relating to any overtime compensation, known and unknown, past or present, which she has or may have against the Borough regarding overtime compensation which Ms. Scanlon may have accumulated during the period from February 11, 2011 through February 22, 2013 because of the Pitman Schedule.

5. The Parties agree that this Agreement and Release shall be governed by the Laws of the State of New Jersey and that this Agreement and Release contains the complete and full understanding between the Borough and Ms. Scanlon regarding overtime compensation due to Ms. Scanlon as a result of the Pitman schedule, and no other promises or agreements shall be binding unless signed and agreed to by both Parties.

The Borough and Ms. Scanlon intending to be bound hereby execute the foregoing Settlement Agreement and Release.

Dated:

BOROUGH OF SOUTH RIVER

By: \_\_\_\_\_

Dated:

KELLY SCANLON

Kelly Scanlon 2/14/13

## SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made this 21 day of February, 2013 by and between the Borough of South River, with an address of 61 Main Street, South River, New Jersey 08882 (the "Borough") and Bernard Mackiel (The Borough and Mr. Mackiel hereinafter referred to as the "Parties").

**WHEREAS**, Mr. Mackiel is employed by the Borough as a Dispatcher with the South River Police Department; and

**WHEREAS**, during the period from February 11, 2011 through February 11, 2013, Mr. Mackiel was entitled to receive certain overtime compensation pay because of the Pitman Schedule; and

**WHEREAS**, the Parties desire to resolve this matter through execution of this Agreement and Release as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained in this Agreement and Release and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Borough and Mr. Mackiel agree as follows:

1. The Parties agree that the full payment owed and due to Mr. Mackiel by the Borough in compensation for certain overtime pay accumulated by Mr. Mackiel during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule is **\$2,002.16**.
2. The Parties agree that this payment is the sole payment due to Mr. Mackiel from the Borough and there are no other payments due and owing to Mr. Mackiel with respect to overtime compensation that was accumulated by Mr. Mackiel during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule.
3. The Parties agree that such payment shall be made to Mr. Mackiel as follows:
  - a. Mr. Mackiel agrees to receive the full amount of compensation due to him in XTO/Comp time and the Borough agrees to permit Mr. Mackiel to use such time, which shall be placed in a bank to be utilized by Mr. Mackiel by no later than July 1, 2015. The total XTO/Comp time due to Mr. Mackiel is **116** hours.
4. By agreeing to accept payment in XTO/Comp time, Mr. Mackiel, his heirs, successors and assigns, agrees to release and give up any and all claims, rights, causes of action or similar rights of any type, which he may have against the Borough. Mr. Mackiel further understands and agrees that this Agreement and Release extends to all claims of every nature and kind, relating to any overtime compensation, known and unknown, past or present, which he has or may have against the Borough regarding overtime compensation

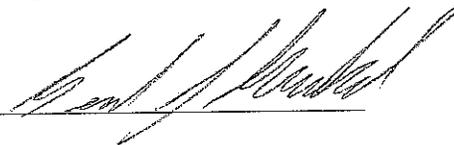
which Mr. Mackiel may have accumulated during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule.

5. The Parties agree that this Agreement and Release shall be governed by the Laws of the State of New Jersey and that this Agreement and Release contains the complete and full understanding between the Borough and Mr. Mackiel regarding overtime compensation due to Mr. Mackiel as a result of the Pitman schedule, and no other promises or agreements shall be binding unless signed and agreed to by both Parties.

The Borough and Mr. Mackiel intending to be bound hereby execute the foregoing Settlement Agreement and Release.

Dated: 2/21/13

BOROUGH OF SOUTH RIVER

By: 

Dated:

BERNARD MACKIEL

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## SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made this 21 day of February, 2013 by and between the Borough of South River, with an address of 61 Main Street, South River, New Jersey 08882 (the "Borough") and Carolanne Rice (The Borough and Ms. Rice hereinafter referred to as the "Parties").

**WHEREAS**, Ms. Rice is employed by the Borough as a Dispatcher with the South River Police Department; and

**WHEREAS**, during the period from February 11, 2011 through February 11, 2013, Ms. Rice was entitled to receive certain overtime compensation pay because of the Pitman Schedule; and

**WHEREAS**, the Parties desire to resolve this matter through execution of this Agreement and Release as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained in this Agreement and Release and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Borough and Ms. Rice agree as follows:

1. The Parties agree that the full payment owed and due to Ms. Rice by the Borough in compensation for certain overtime pay accumulated by Ms. Rice during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule is **\$2,045.31**.
2. The Parties agree that this payment is the sole payment due to Ms. Rice from the Borough and there are no other payments due and owing to Ms. Rice with respect to overtime compensation that was accumulated by Ms. Rice during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule.
3. The Parties agree that such payment shall be made to Ms. Rice as follows:
  - a. Ms. Rice agrees to receive the full amount of compensation due to her in XTO/Comp time and the Borough agrees to permit Ms. Rice to use such time, which shall be placed in a bank to be utilized by Ms. Rice by no later than July 1, 2015. The total XTO/Comp time due to Ms. Rice is **118.5** hours.
4. By agreeing to accept payment in XTO/Comp time, Ms. Rice, her heirs, successors and assigns, agrees to release and give up any and all claims, rights, causes of action or similar rights of any type, which she may have against the Borough. Ms. Rice further understands and agrees that this Agreement and Release extends to all claims of every nature and kind, relating to any overtime compensation, known and unknown, past or present, which she has or may have against the Borough regarding overtime

compensation which Ms. Rice may have accumulated during the period from February 11, 2011 through February 11, 2013 because of the Pitman Schedule.

5. The Parties agree that this Agreement and Release shall be governed by the Laws of the State of New Jersey and that this Agreement and Release contains the complete and full understanding between the Borough and Ms. Rice regarding overtime compensation due to Ms. Rice as a result of the Pitman schedule, and no other promises or agreements shall be binding unless signed and agreed to by both Parties.

The Borough and Ms. Rice intending to be bound hereby execute the foregoing Settlement Agreement and Release.

Dated:

BOROUGH OF SOUTH RIVER

By: \_\_\_\_\_

Dated:

2/21/2013

CAROLANNE RICE

Carolanne Rice

## SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made this 20<sup>th</sup> day of February, 2013 by and between the Borough of South River, with an address of 61 Main Street, South River, New Jersey 08882 (the "Borough") and Jaclyn Marottoli (The Borough and Ms. Marottoli hereinafter referred to as the "Parties").

**WHEREAS**, Ms. Marottoli is employed by the Borough as a Dispatcher with the South River Police Department; and

**WHEREAS**, during the period from February 11, 2011 through February 22, 2013, Ms. Marottoli was entitled to receive certain overtime compensation pay because of the Pitman Schedule; and

**WHEREAS**, the Parties desire to resolve this matter through execution of this Agreement and Release as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained in this Agreement and Release and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Borough and Ms. Marottoli agree as follows:

1. The Parties agree that the full payment owed and due to Ms. Marottoli by the Borough in compensation for certain overtime pay accumulated by Ms. Marottoli during the period from February 11, 2011 through February 22, 2013 because of the Pitman Schedule is \$379.72.
2. The Parties agree that this payment is the sole payment due to Ms. Marottoli from the Borough and there are no other payments due and owing to Ms. Marottoli with respect to overtime compensation that was accumulated by Ms. Marottoli during the period from February 11, 2011 through February 23, 2013 because of the Pitman Schedule.
3. The Parties agree that such payment shall be made to Ms. Marottoli as follows:
  - a. Ms. Marottoli agrees to receive the full amount of compensation due to her in XTO/Comp time and the Borough agrees to permit Ms. Marottoli to use such time, which shall be placed in a bank to be utilized by Ms. Marottoli by no later than July 1, 2015. The total XTO/Comp time due to Ms. Marottoli is 22 hours.
4. By agreeing to accept payment in XTO/Comp time, Ms. Marottoli, her heirs, successors and assigns, agrees to release and give up any and all claims, rights, causes of action or similar rights of any type, which she may have against the Borough. Ms. Marottoli further understands and agrees that this Agreement and Release extends to all claims of every nature and kind, relating to any overtime compensation, known and unknown, past or present, which she has or may have against the Borough regarding overtime compensation which Ms. Marottoli may have accumulated during the period from February 11, 2011 through February 22, 2013 because of the Pitman Schedule.

5. The Parties agree that this Agreement and Release shall be governed by the Laws of the State of New Jersey and that this Agreement and Release contains the complete and full understanding between the Borough and Ms. Marottoli regarding overtime compensation due to Ms. Marottoli as a result of the Pitman schedule, and no other promises or agreements shall be binding unless signed and agreed to by both Parties.

The Borough and Ms. Marottoli intending to be bound hereby execute the foregoing Settlement Agreement and Release.

Dated:

BOROUGH OF SOUTH RIVER

By: \_\_\_\_\_

Dated:

JACLYN MAROTTOLI

A handwritten signature in cursive script, appearing to read "Jaclyn Marottoli", written over a horizontal line.

RESOLUTION AMENDING RESTRICTIONS ON ACAPULCO TROPICANA BAR LLC  
PLENARY LICENSE# 1223-33-031-004 IN THE BOROUGH OF SOUTH RIVER FOR  
THE PERIOD JULY 1, 2012 TO JUNE 30, 2013

WHEREAS, the Borough Council of the Borough of South River, in the County of Middlesex, New Jersey has previously placed restrictions on Plenary License 1223-33-031-004 held by Acapulco Tropicana Bar, LLC (hereinafter "Licensee"); and

WHEREAS, Licensee has challenged the need for said restrictions; and

WHEREAS, the Mayor and Borough Council have determined that said restrictions should be modified, subject to Licensee's withdrawal of its appeal pending before the Office of Administration Law under Appeal No. 7713.

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 that the following restrictions shall be imposed on Licensee:

1. The premises shall close at 1:30 a.m.
2. All music is to cease at 1:00 a.m.
3. A uniformed security officer shall be on premises from Thursday through Sunday weekly from 9:00p.m. until all patrons have left the premises.
4. A security officer shall be employed by a bonded security agency/company, trained by the New Jersey State Police, hold a current Registration Card issued by the New Jersey State Police pursuant to N.J.S.A. 45:19A-1, the Security Officer Registration Act and shall have furnished the Borough Clerk and Chief of Police with said Registration Card prior to employment at applicant's Premises.

BE IT FURTHER resolved that the modification of Licensee's restrictions as specified herein is contingent upon Licensee's withdrawal of its appeal pending before the Office of Administrative Law under Appeal No. 7713.

BE IT FURTHER RESOLVED that a certified Copy of this resolution be filed with the Division of Alcoholic Beverage Control Commission, the Beverage Tax Bureau, the Chief of Police of the Borough of South River and the Licensee.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RESOLUTION

WHEREAS, legislation has been introduced to reform and modernize the Open Public Meetings Act (S-2511); and

WHEREAS, the governing body of the Borough of South River agrees with and supports the statement that "the right of the public to be present at all meetings of public bodies, and to witness in full detail all phases of the deliberation, policy formulation, and decision making of public bodies, is vital to the enhancement and proper functioning of the democratic process"; and

WHEREAS, the changes, however, proposed in S-2511 will not only be a cost driver for local and State government but make government less effective; and

WHEREAS, S-2511 includes a number of proposed requirements which involve costly unfunded mandates, impractical requirements and impediments to the democratic process; and

WHEREAS, S-2511 creates a new definition of subcommittees that expands subcommittees to be overly inclusive; and

WHEREAS, subcommittees would be required to provide public notice of subcommittee meetings, if the governing body determines them to be open; and

WHEREAS, subcommittees would be required to submit at least one report to the governing body detailing the number of meetings, names of members of the committee and a concise statement of the matters discussed. The governing body would be required to establish a schedule of when the subcommittee reports shall be filed; and

WHEREAS, subcommittees do not commit the governing body to action or expend public funds; and

WHEREAS, the requirements for subcommittees meetings would, among other things, necessitate additional administrative support for all subcommittees as well as increased legal advertising cost; and

WHEREAS, the new requirement that agendas provide a description of all agenda items, including the names of parties to and approximate dollar amounts of any contracts to be acted upon, will delay the award of contracts and could lead to the loss of grant monies; and

WHEREAS, the new requirement that the governing body may act upon an item brought up by a citizen at a public meeting if it was not published as an agenda item only if: (1) there is a vote of 2/3 of the members present to proceed, (2) the municipality demonstrates that it is in the public's best interest and includes the reasons why it is in the public best interest in the minutes; is impractical, ineffective and unnecessarily inhibits the operations of municipal government and runs contrary to the time honored tradition of holding a public meeting for the very purpose of soliciting such input and acting upon it; and

WHEREAS, the new requirement that electronic communications, such as e-mails and text messages, concerning public business among an effective majority of the members that occurred prior to a meeting become part of the minutes and renders the recordings a permanent municipal record, is unworkable and unmanageable as the technology does not always exist to make "hard copies" or digital copies of text messages and the records custodian does not always have access to them, and which is an unprecedented expansion of the meeting concept; and

WHEREAS, the new requirement that comprehensive minutes must include each member's stated reason for their actions or vote, the identity of each member of the public who spoke, and summary of what was said, be made available to the public as soon as possible but no later than 60 days after the meeting will not only be costly but the historical value of minutes will be lost in order to meet an arbitrary deadline; and

WHEREAS, the new requirement that the public be allowed to speak for a minimum of three minutes, at the start of the public meeting, without the ability of the public body to limit the length of the public comment could disrupt public meetings, lead to filibustering and prevent the governing body from conducting business; and

WHEREAS, the provisions of S-2511 place financial, time, manpower and other burdens on municipalities at a time when municipalities are forced to layoff municipal employees, impose furloughs and reduce departmental budgets so that municipalities can meet the strict CAP requirements with decreased revenues and increasing operating expense; and

WHEREAS, the totality of the new requirements of S-2511 will be a significant cost driver for local and State government with no known appropriation contemplated or any alternate means to offset these costs, such a reasonable increase in fees; and

WHEREAS, the provisions of S-2511 continue to exempt the Legislature from the requirements placed on municipalities; and

WHEREAS, while we appreciate Senator Weinberg's efforts to address our concerns, we must continue to oppose the amendments to the Open Public Meeting Act as the changes proposed in S-2511 will not only be a cost driver for local and State government but make government less effective;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE BOROUGH OF SOUTH RIVER for reasons stated above, does hereby oppose S-2511, as currently drafted, and strongly urges the State Senate and Assembly to oppose these bills, and

BE IT FURTHER RESOLVED that the governing body of the Borough of South River does hereby strongly urge the Legislature, in the interest of transparency and openness, to remove the various exceptions in the Open Public Meetings Law that apply to the Legislature. The rules that the legislation makes applicable to other governmental bodies should apply equally to all governmental levels and officials; and

BE IT FURTHER RESOLVED that a copy of this duly adopted resolution be forwarded to Senate President Stephen Sweeney, Senator Loretta Weinberg, Assembly Speaker Shelia Oliver, Assemblyman Gordon Johnson, the legislators of the Borough of South River, State Legislative Districts, Governor Chris Christie, the New Jersey State League of Municipalities and the Municipal Clerks' Association of New Jersey.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES:2013-133

FEBRUARY 25, 2013

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 February 8, 2013 submitted by Christopher D. Rafano, Esq. as Alternate Municipal Prosecutor of the Borough of South River, is hereby accepted.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES:2013-134

FEBRUARY 25, 2013

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 February 12, 2013 submitted by Laurie Pasternak as a Member of the Environmental/Shade Tree Commission of the Borough of South River, is hereby accepted.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES:2013-135

FEBRUARY 25, 2013

RESOLUTION

I, John M. Krenzel, Mayor, with the advice and consent of the Council of the Borough of South River, do hereby appoint Debra A. Jones to the position of Coordinator of the Municipal Alliance Committee for Prevention of Alcoholism and Drug Abuse for the period of January 1, 2013 through December 31, 2013 at a stipend of \$2,500 per year.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
John M. Krenzel, Mayor

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RESOLUTION

I, John M. Krenzel, Mayor of the Borough of South River, with the advice and consent of the Council of South River, do hereby appoint the following as members of the Municipal Alliance Committee for Prevention of Alcoholism and Drug Abuse:

Borough Residents

Jaime Keith Term: 1/1/2013 – 12/31/2015  
Carol Deerson Term: 1/1/2013 – 12/31/2015  
Joseph Dezarlo Term: 1/1/2013 – 12/31/2015

Borough Student Representative

(to be named) Term: 1/1/2013 – 12/31/2013

Borough School Administrator and/or School Board members

Regis Wyluda Term: 1/1/2013 – 12/31/2014  
Cathy Miller Term: 1/1/2013 – 12/31/2014

Parent/Teacher Association Representative

Amy Rafano Term: 1/1/2013 – 12/31/2013

Borough Teachers Representative

Darrel Pearce Term: 1/1/2013 – 12/31/2013

Borough Court System Representative

Tina Martins Cruz Term: 1/1/2013 – 12/31/2013

Local Civic Organization Representative

Anthony Razzano Term: 1/1/2013 – 12/31/2013

Borough Staff Representative

Diane Nale Term: 1/1/2013 – 12/31/2015

Police Department Representatives

Mark Tinitigan Term: 1/1/2013 – 12/31/2014  
John McKenna Term: 1/1/2013 – 12/31/2014

Ex Officio Member – Municipal Staff

Sheryl Nevin Term: 1/1/2013 – 12/31/2013

Alternate Members

Rosemarie Kulik, Alt. 1 Term: 1/1/2013 – 12/31/2014  
Thomas Acs, Alt. 2 Term: 1/1/2013 – 12/31/2013

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
John M. Krenzel, Mayor

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES:2013-137

FEBRUARY 25, 2013

RESOLUTION

I, John M. Krenzel, Mayor of the Borough of South River, with the advice and consent of the Council of South River, do hereby appoint the following as members of the Board of Health:

Anastasia Kokinos  
(subject to resignation  
as Alternate 1 member)

Term: 1/1/2013– 12/31/2015

Larisa Kolbik – Alternate 1  
(subject to resignation  
as Alternate 2 member)

(unexpired) Term: 1/1/2012 – 12/31/2013

Vera Adelino – Alternate 2  
(subject to resignation  
of L. Kolbik as Alternate 2)

Term: 1/1/2013 – 12/31/2013

DATED: FEBRAURY 25, 2013

/s/ \_\_\_\_\_  
John M. Krenzel, Mayor

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES:2013-138

FEBRUARY 25, 2013

RESOLUTION

WHEREAS, the governing body desires to extend the waiver of construction code fees for permits necessary to undertake work which is required as a result of Hurricane Sandy; and

WHEREAS, N.J.A.C. 5:23-4.19(b)5 allows for waiver of any fees due the State of New Jersey as a surcharge for such work when the work is consequential to a natural disaster and a local code enforcement agency waives its fee.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the governing body determines to extend the waiver of all fees required to obtain permits for work necessitated as a result of Hurricane Sandy, in those areas directly affected by the flooding, as determined by the construction code and subcode officials, inclusive of state permit surcharges, for all applications made prior to May 31, 2013.

DATED: FEBRUARY 25, 2013

/s/ \_\_\_\_\_  
Councilmember

/s/ \_\_\_\_\_  
Councilmember

RES: 2013-139

FEBRUARY 24, 2013

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 \$270,975.90 and previously paid claims in the amount of \$1,628,501.50, 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: FEBRUARY 25, 2013

/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
76068	RUZICKI, STANLEY	13-00410	02/13/13	EMERGENCY SNOW STAND-BY	Open	125.99	0.00		
A0128	ADVANCED GENERATOR EXCHANGE	13-00259	01/28/13	Alternator Repairs-BLANKET	Open	478.00	0.00		
A0305	ALLIED OIL COMPANY LLC	13-00315	02/01/13	Fuel Del 1/28/13	Open	8,262.34	0.00		
A0334	ALTEC INDUSTRIES INC	13-00273	01/30/13	Repairs to #755 & #752	Open	955.22	0.00		
A0345	AMERICAN POWERNET MGMT. LP	13-00239	01/28/13	Management Fee for Jan -2013	Open	3,330.00	0.00		
A0354	AMERICAN INTERFILE & LIBRARY	12-02341	08/28/12	MOVING CONTENTS OF LIBRARY	Open	6,415.00	0.00		B
A0487	APPLIED CONCEPTS INC	12-03654	12/31/12	4 STALKER RADAR UNITS	Open	8,050.00	0.00		
A0502	ARCARI & IOVINO ARCHITECTS	00-40328	08/26/10	MODIFY LIBRARY DESIGNS	Open	467.50	0.00		B
A0550	ASSOCIATION OF NJ RECYCLERS	13-00262	01/28/13	2013 Membership	Open	95.00	0.00		
A0561	ATLANTIC SALT INC	13-00263	01/28/13	Treated Rock Salt	Open	9,168.94	0.00		
A0629	AVS INSTALLATIONS, LLC	12-01884	07/11/12	AV EQUIPMENT FOR LIBRARY	Open	17,490.00	0.00		
ACC001	ACCESS HEALTH SYSTEMS	13-00190	01/24/13	PROFESSIONAL SERVICES-FIT TEST	Open	135.00	0.00		
ACOS02	NANCY ACOSTA	13-00379	02/08/13	CD REFUND	Open	256.42	0.00		
ADP001	ADP, INC.	13-00338	02/06/13	SERVICE FOR P.E.1/27/13	Open	419.61	0.00		
B0750	B & W CONSTRUCTION CO	12-03652	12/31/12	RENTAL OF PUMPS AT JACKSON ST.	Open	1,140.00	0.00		B
		13-00368	02/08/13	Repair water Main-Union&Center	Open	11,659.90	0.00		
						<u>12,799.90</u>			
B0806	BANNISTER CO	13-00421	02/13/13	BB FREETHROW TROPHIES	Open	374.40	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
B0817 CRISP POWER PRODUCTS	13-00243	01/28/13	REPLACEMENT BATTERIES FOR UPS	Open	310.00	0.00		
B0891 NATIONAL CONSTITUTION CENTER	13-00371	02/08/13	Prohibition Exhibit 4/5/13	Open	240.00	0.00		
B0903 C BENTLEY'S CAR WASH	12-03254	12/04/12	Car Wash-BLANKET-December	Open	20.00	0.00		
	13-00125	01/18/13	Car Wash-January - BLANKET	Open	30.00	0.00		
	13-00431	02/13/13	CAR WASH MONTHLY MAINTENANCE	Open	54.00	0.00		
					<u>104.00</u>			
B0952 BIGNELL PLANNING CONSULTANTS	13-00424	02/13/13	PLANNING SERVICES FOR 1/13	Open	400.00	0.00		
	13-00425	02/13/13	MATVIYISHN, Y. #1423	Open	957.50	0.00		
	13-00426	02/13/13	SUCHCIKI, M. #1424	Open	1,092.50	0.00		
					<u>2,450.00</u>			
B0960 BLUE CROSS/BLUE SHIELD OF NJ	13-00474	02/19/13	DENTAL INS. FOR 3/13	Open	8,432.39	0.00		
B1098 MYRA BROWN	13-00463	02/15/13	MEDICARE B REIMB.10/1-12/31/12	Open	304.70	0.00		
BALIT01 ANGELA BALITSKY	12-03467	12/19/12	Basketball refund	Open	35.00	0.00		
BROZ01 SHELLIE BROZIO	13-00380	02/08/13	CD & ELECT. PREV.YR. REFUND	Open	629.93	0.00		
C1375 CERTIFIED LABORATORIES	13-00277	01/30/13	Gear oil & Lubra Lift	Open	935.35	0.00		
C1482 CME ASSOCIATES	12-02764	10/16/12	LATOSH, S. #1286	Open	216.00	0.00		
C1538 CONTINENTAL FIRE & SAFETY INC	12-03241	11/30/12	vulcan flashlight	Open	894.58	0.00		
	13-00373	02/08/13	NEW FIRE EQUIPMENT	Open	365.00	0.00		
					<u>1,259.58</u>			
C1555 COOPER ELECTRIC SUPPLY	13-00369	02/08/13	OEM Generator 1/18 to 1/24/13	Open	333.33	0.00		
C1562 CORINTHIAN CONSTRUCTION	13-00428	02/13/13	RETURN OF ROAD OPEN.BOND#1324	Open	1,000.00	0.00		
CASTE01 DAVID CASTELHANO/SOPHIA VASSI	13-00381	02/08/13	CD REFUND	Open	30.98	0.00		
DEER001 ANGELA DEERSON	13-00183	01/18/13	Yoga 1/15	Open	35.00	0.00		
	13-00250	01/28/13	Yoga 1/22	Open	35.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DEER001 ANGELA DEERSON				Continued				
	13-00318	02/01/13	Yoga 1/29	Open	<u>35.00</u>	0.00		
					105.00			
E2036 EAST BRUNSWICK SUPPLY, INC.								
	13-00257	01/28/13	Plumbing Supplies-BLANKET	Open	299.52	0.00		
E2043 EAST BRUNS POLICE TRN FACILITY								
	13-00325	02/06/13	Firearms Qualifications	Open	1,160.00	0.00		
E2367 EMERGENCY EQUIPMENT SALES LLC								
	12-03146	11/19/12	14"tiger toothblade svc310-14	Open	600.00	0.00		
E2600 EZ PASS								
	13-00531	02/20/13	REPLENISH TOLLS	Open	500.00	0.00		
ELAL01 JASMIN ELALFY/GERASIMO SPATHIS								
	13-00382	02/08/13	CD REFUND	Open	132.09	0.00		
F2739 FIRE FIGHTERS EQUIPMENT CO.INC								
	12-03088	11/15/12	EQUIPMENT	Open	811.78	0.00		
F2810 FIRE APPARATUS REPAIR, INC.								
	13-00059	01/17/13	Check Trans Leak-Eng #5	Open	779.30	0.00		
G3071 GEMPLER'S								
	12-02993	11/02/12	Steel Diesel Tank & Pump	Open	755.26	0.00		
GR500 GROUNDS FOR SCULPTURE								
	13-00434	02/13/13	Docent Fee for Group Tour 5/29	Open	30.00	0.00		
H3382 H & H ENVIRONMENTAL CONST.								
	13-00461	02/15/13	MICROBIAL GROWTH CLEANUP	Open	4,300.00	0.00		
H3545 HELMETTA REGIONAL ANIMAL SHELTER								
	12-03555	12/27/12	Shelter Services - 12/2012	Open	570.00	0.00		
	13-00330	02/06/13	Shelter Services 1-2013	Open	<u>200.00</u>	0.00		
					770.00			
H3708 HOME DEPOT								
	13-00283	01/30/13	Various Supplies-BLANKET	Open	484.44	0.00		
H3719 HOME NEWS TRIBUNE								
	13-00126	01/18/13	TAX SALE ADVERTISEMENT	Open	523.80	0.00		
I4239 ITS, INC.								
	12-02995	11/02/12	Replace motor Lime Mixer	Open	810.00	0.00		
	12-03059	11/15/12	Install Back-Up Pump	Open	<u>272.00</u>	0.00		
					1,082.00			
I4293 ITRON INC								
	13-00008	01/15/13	HARDWARE/SOFTWARE MAIN. 2013	Open	2,172.14	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
IRON01 IRON BRIDGE CONSTRUCTION	13-00383	02/08/13	CD REFUNDS	Open	554.92	0.00		
J4694 JOHNNY ON THE SPOT, INC.	13-00372	02/08/13	Porter John-Grekoski 2/12	Open	434.00	0.00		
JASIE01 LEW JASIENOWICZ	13-00384	02/08/13	CD REFUND	Open	142.47	0.00		
KIT001 DEVON KITCHENS	13-00331	02/06/13	Basketball Referee	Open	105.00	0.00		
L5118 LABOR LAW CENTER INC	13-00024	01/15/13	5 NJ COMPLETE POSTERS	Open	149.75	0.00		
L5128 LANGUAGE LINE SERVICES	13-00203	01/24/13	Language Interpretation Svc.	Open	49.30	0.00		
L5256 LINCOLN FINANCIAL GROUP	13-00476	02/19/13	GTD, LIFE & ADD FOR 3/13	Open	1,769.97	0.00		
LACER01 ARLETE LACERDA	13-00385	02/08/13	CD REFUND	Open	120.04	0.00		
LAKAT01 STEVEN LAKATOS	12-03435	12/13/12	Refund wrestling 2012-2013	Open	35.00	0.00		
LIPOS01 FRANK & KRIS LIPOSKY	13-00386	02/08/13	CD REFUND	Open	132.33	0.00		
M5421 W.B.MASON CO.	13-00206	01/24/13	Office Supplies	Open	371.69	0.00		
	13-00298	01/30/13	Office Supplies	Open	<u>1,017.07</u>	0.00		
					1,388.76			
M5697 MGL PRINTING SOLUTIONS	12-03618	01/04/13	CONSUMER SIGN-UP APPLICATIONS	Open	507.50	0.00		
M5775 L-3 COM MOBILE VISION, INC.	13-00196	01/24/13	USB Key for L3 Mobile-vision	Open	110.75	0.00		
MARIK01 MIROSLAV MARIKOVSKY	13-00388	02/08/13	CD REFUND	Open	99.59	0.00		
MCGOW01 MICHAEL MCGOWAN	13-00387	02/08/13	CD REFUND	Open	53.97	0.00		
MERI001 MERIDIAN OCCUPATIONAL HEALTH	13-00401	02/08/13	Physicals - Special Police	Open	150.00	0.00		
MISTRE01 CHRISTOPHER MISTRETTA	13-00389	02/08/13	CD REFUND	Open	253.46	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
MODE01 MODERN HANDLING EQUIP.CO.OF	13-00049	01/17/13	Parts-Parks Blue Tractor	Open	469.95	0.00		
MUS010 MUSEUM OF THE MOVING IMAGE	13-00444	02/14/13	Balance BehindTheScreen 3/6/13	Open	24.37	0.00		
N6044 NJ DEPT. OF HEALTH/SENIOR SVCS	13-00378	02/08/13	LIFELINE CREDIT PAYMENT	Open	430.61	0.00		
N6065 NJ OFFICE OF WEIGHTS/MEASURES	13-00202	01/24/13	LIDAR Recertification	Open	40.00	0.00		
N6180 NORCIA CORP.	12-03664	12/31/12	Emergency Repairs to Truck #24	Open	4,031.20	0.00		
	13-00039	01/17/13	T#27-Repair Partition	Open	622.50	0.00		
	13-00268	01/28/13	Quick Connects-Truck #4	Open	240.00	0.00		
					<u>4,893.70</u>			
N6190 THOMAS J. NOTO, P.E.	13-00404	02/13/13	Elect. Eng Services-January	Open	6,350.00	0.00		
NCH001 NCH CORPORATION/ PARTS MASTER	13-00048	01/17/13	Misc. Nuts & Washers	Open	334.58	0.00		
NEW01 NJ DEPT.HEALTH/SENIOR SVCS.	13-00418	02/13/13	State Fees - Dogs - Jan 2013	Open	1,453.20	0.00		
NJLM01 NJ ST LEAGUE OF MUNICIPALITIES	13-00215	01/28/13	SEMINAR: R. DUDAS 2/12	Open	55.00	0.00		
	13-00216	01/28/13	SEMINAR: J. ZANGA 2/12/13	Open	55.00	0.00		
					<u>110.00</u>			
O6342 ANDREW O'HARA	13-00254	01/28/13	Basketball Referee	Open	35.00	0.00		
	13-00322	02/01/13	Basketball Referee	Open	70.00	0.00		
	13-00417	02/13/13	Basketball Referee	Open	35.00	0.00		
	13-00452	02/15/13	Basketball Referee	Open	70.00	0.00		
					<u>210.00</u>			
O6509 ON SITE FLEET SERVICE, INC	12-02576	09/26/12	Repairs to 621 Case Loader	Open	1,884.80	0.00		
O6521 OPSOLVE, LLC.	13-00406	02/13/13	RETURNED CHECKS FOR 1/13	Open	466.54	0.00		
	13-00407	02/13/13	RETURNED CHECKS FOR 1/13	Open	767.08	0.00		
					<u>1,233.62</u>			
O6522 OPSOLVE, LLC.	13-00408	02/13/13	BILLING FOR 1/13	Open	3,668.17	0.00		
	13-00409	02/13/13	BILLING FOR 1/13	Open	14,334.57	0.00		
					<u>18,002.74</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
OLIV22 SILVIO OLIVEIRA	13-00390	02/08/13	WATER PREV.YR. REFUND	Open	50.71	0.00		
P7162 PRESCRIPTION CORP.OF AMERICA	13-00457	02/15/13	PRESCRIPTION FOR 3/13	Open	43,762.25	0.00		
P7175 PROBEWELL LAB INC	13-00301	02/01/13	Recalibrate Meter Tester	Open	691.00	0.00		
P7232 PUBLIC POWER ASSN OF N.J.	13-00459	02/15/13	NYPA Billing - January 2013	Open	11,566.33	0.00		
PEREZ10 RAUL PEREZ	12-03290	12/07/12	Refund 3&4th Girls BB 12-13	Open	35.00	0.00		
PERK01 SANDY PERKINS	13-00391	02/08/13	CD & ELECT. PREV.YR. REFUND	Open	125.59	0.00		
PETTY-FI PETTY CASH - FINANCE	13-00478	02/19/13	pPETTY CASH REIMBURSEMENT	Open	311.41	0.00		
PINT013 DENNIS PINTO	13-00332	02/06/13	Basketball Referee	Open	105.00	0.00		
	13-00415	02/13/13	Basketball Referee	Open	70.00	0.00		
	13-00455	02/15/13	Basketball Referee	Open	70.00	0.00		
					<u>245.00</u>			
PINT02 MARIO PINTO	12-03292	12/07/12	Refund 3&4th Girls BB 12-13	Open	35.00	0.00		
PINT03 IURI PINTO	13-00392	02/08/13	CD REFUND	Open	63.09	0.00		
PRE001 PRECISION ANALYTICAL SVC, INC.	13-00064	01/17/13	Coliform Analysis-January	Open	180.00	0.00		
Q7280 QUALITY COMMUNICATIONS	13-00449	02/15/13	MDC REPAIT IN VEHICLES	Open	274.00	0.00		
R7314 CHRISTOPHER D. RAFANO	13-00376	02/08/13	PROSECUTOR SVCS. 1/8,15,22,29	Open	1,241.00	0.00		
R7327 RAZOR PRINTING, INC.	13-00122	01/18/13	Print 2013 Recycling Calendar	Open	3,850.00	0.00		
R7329 V E RALPH & SON INC	13-00447	02/15/13	FIRST AID SUPPLIES	Open	425.20	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	13-00475	02/19/13	CLEANING SVCS. FOR 2/13	Open	1,690.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
RIVE10 LUISA RIVERA	13-00393	02/08/13	CD REFUND	Open	56.95	0.00		
RONA10 THOMAS RONAN	13-00394	02/08/13	CD & ELECT. CURR.YR.REFUND	Open	297.23	0.00		
S7684 S&S WORLDWIDE, INC.	13-00278	01/30/13	Park Baby Swing	Open	127.99	0.00		
S7877 SAKER SHOPPRITES INC	13-00329	02/06/13	Food Bank Supplies	Open	950.92	0.00		
S8161 STATE TOXICOLOGY LAB	13-00432	02/13/13	RANDOM DRUG TESTING	Open	315.00	0.00		
S8251 SWIFT ELECTRICAL SUPPLY CO.	13-00261	01/28/13	Electrical Supplies-BLANKET	Open	584.34	0.00		
SACH01 LAWRENCE B. SACHS, ESQ.	13-00536	02/22/13	PROSECUTOR FEES FOR 2/13	Open	1,240.67	0.00		
SAMZ01 SAMZIE'S LTD, INC.	12-03409	12/12/12	DISPATCHER UNIFORMS	Open	602.97	0.00		
	12-03430	12/13/12	DISPATCHER UNIFORMS	Open	567.80	0.00		
					<u>1,170.77</u>			
SHAG01 SVETLANA SHAGABAYEVA	13-00395	02/08/13	WATER PREV.YR. REFUD	Open	8.38	0.00		
STEW01 KIM STEWART	12-03480	12/19/12	Basketball refund	Open	35.00	0.00		
STOD01 DONNA STODDARD	13-00396	02/08/13	CD REFUND	Open	50.23	0.00		
T8383 TDT SCREEN DESIGN & PRINTING	12-03188	11/26/12	Fall Soccer shirt order	Open	378.00	0.00		
	12-03413	12/12/12	Junior Police Academy - hats	Open	900.00	0.00		
	12-03414	12/12/12	Junior Pol. Aca. Duffle Bags	Open	800.00	0.00		
	12-03507	12/20/12	Spring 2012 T-Ball	Open	703.50	0.00		
	12-03509	12/20/12	Spring 2012 Baseball Shirt/Hat	Open	371.00	0.00		
	12-03510	12/20/12	Spring 2012 Softbal shirt/Hat	Open	343.00	0.00		
	12-03511	12/20/12	Spring 2012 Softball shirt/Hat	Open	182.00	0.00		
					<u>3,677.50</u>			
T8419 THOMSON WEST	12-03411	12/12/12	2013 pamphlet/rules	Open	230.06	0.00		
T8508 WALTER TOTO ATTORNEY TRUST AC	13-00467	02/15/13	PURCH.OF BLK.264.1 LTS.6.1&12	Open	22,500.00	0.00		
T8555 TRICO EQUIPMENT, INC.	12-03490	12/20/12	Tink 720 claw #VEC720	Open	15,325.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
TK1 TK1 SOLUTIONS	13-00349	02/06/13	IT SERVICES FOR 2/13	Open	2,300.00	0.00		
TORR10 Y TORRES & S SOTO	13-00397	02/08/13	CD REFUND	Open	129.99	0.00		
TWOCH01 2 CHICKS WITH CHOCOLATE	13-00398	02/08/13	CD REFUND	Open	438.08	0.00		
U8802 UNIFIRST CORPORATION	13-00246	01/28/13	Uniform Rental 01-22-13	Open	112.13	0.00		
	13-00247	01/28/13	Uniform Rental 01-29-13	Open	112.13	0.00		
	13-00248	01/28/13	Uniform Rental 02-05-13	Open	112.13	0.00		
	13-00288	01/30/13	Uniform Rental 02-12-13	Open	<u>112.13</u>	0.00		
					448.52			
U8810 UNITED COMPUTER SALES & SVC.IN	12-00085	01/16/12	SERVER/FIREWALL FOR ESP APPLIC	Open	7,402.00	0.00		
	12-03568	12/31/12	HP ULTRIUM UNIVERSAL CLEANING	Open	92.00	0.00		
	13-00352	02/06/13	MEETING WITH TK1 SOLUTIONS	Open	<u>236.25</u>	0.00		
					7,730.25			
U8832 US BANK CORP.PRO CAPITAL 1 LLC	13-00529	02/19/13	REFUND TAX PREM. 11-00018	Open	100.00	0.00		
U8902 U.S. TREASURY	12-01214	05/02/12	Aerial Device Test - LT #1	Open	798.50	0.00		
V9018 VERIZON	13-00448	02/15/13	VERIZON MONTHLY MAINTENANCE	Open	1,743.00	0.00		
W9328 WESCO DISTRIBUTION, INC.	13-00030	01/17/13	Supplies	Open	1,346.30	0.00		
	13-00032	01/17/13	Supplies	Open	<u>1,519.00</u>	0.00		
					2,865.30			
W9342 WHELAN ENTERPRISES	12-03405	12/11/12	Inspect Antennas-water Tank	Open	1,150.00	0.00		
W9466 WISNIEWSKI & ASSOCIATES, LLC	13-00530	02/20/13	PUB.DEF.FEES FOR 2/13	Open	527.09	0.00		
W9471 SHARON WITKOWSKI	13-00251	01/28/13	Aerobics 1/24	Open	35.00	0.00		
	13-00319	02/01/13	Aerobics 1/31	Open	<u>35.00</u>	0.00		
					70.00			
WALT01 JOHN WALTER	13-00399	02/08/13	CD REFUND	Open	7.26	0.00		

Total Purchase Orders:	156	Total P.O. Line Items:	294	Total List Amount:	270,975.90	Total Void Amount:	0.00
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Vendor # Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract PO Type

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Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total
CURRENT FUND	2-01	25,271.11	0.00	25,271.11	0.00
WATER UTILITY	2-02	1,150.00	0.00	1,150.00	0.00
ELECTRIC UTILITY	2-03	2,072.76	0.00	2,072.76	0.00
	2-12	<u>1,453.20</u>	<u>0.00</u>	<u>1,453.20</u>	<u>0.00</u>
Year Total:		29,947.07	0.00	29,947.07	0.00
CURRENT FUND	3-01	69,849.91	0.00	69,849.91	0.00
WATER UTILITY	3-02	20,301.18	0.00	20,301.18	0.00
ELECTRIC UTILITY	3-03	63,059.53	0.00	63,059.53	0.00
	3-15	2,970.15	0.00	2,970.15	0.00
	3-16	<u>100.00</u>	<u>0.00</u>	<u>100.00</u>	<u>0.00</u>
Year Total:		156,280.77	0.00	156,280.77	0.00
GENERAL CAPITAL	C-06	62,645.50	0.00	62,645.50	0.00
ESCROW ACCOUNT	E-17	3,266.00	0.00	3,266.00	0.00
OTHER TRUST ACCOUNTS	T-05	7,176.66	0.00	7,176.66	0.00
WATER CAPITAL	W-07	11,659.90	0.00	11,659.90	0.00
Total of All Funds:		<u>270,975.90</u>	<u>0.00</u>	<u>270,975.90</u>	<u>0.00</u>

Previously paid bills for 2/25/13 Bill list

Date	From	Account	Amount	To	Account	Amount	Comment
2/8/2013	PNC Current Account	8013657761	\$ 1,069,479.00	S. R. Board of Education			
2/15/2013	PNC Payroll Account	8015731865	\$ 116,654.68	State of NJ - Div. of Pensions		\$ 1,069,479.00	February's school tax levy
2/15/2013	PNC Payroll Account	8015731865	\$ 75,357.86	State of NJ - Div. of Pensions		\$ 116,654.68	Medical Ins. - Active 2/13
2/14/2013	PNC Electric Utility Account	8015731646	\$ 10,687.24	PJM Settlement Inc.		\$ 75,357.86	Medical Ins. - Retired 2/13
2/20/2013	PNC Electric Utility Account	8015731646	\$ 209,198.36	PSE&G Energy		\$ 10,687.24	Weekly elect. Pymt. 1/1-1/31/13
2/20/2013	PNC Electric Utility Account	8015731646	\$ 105,340.00	NextEra Energy		\$ 209,198.36	Monthly elect. Pymt. 1/13
2/21/2013	PNC Electric Utility Account	8015731646	\$ 41,784.36	PJM Settlement Inc.		\$ 105,340.00	Monthly elect. Pymt. 1/13
			\$ 1,628,501.50			\$ 41,784.36	Weekly elect. Pymt. 2/7-2/13/13
						\$ 1,628,501.50	