

BOROUGH OF SOUTH RIVER

AMENDMENT TO 2013 MUNICIPAL BUDGET

WHEREAS, the Local Municipal Budget for the year 2013 was approved on the 11th day of March, 2013; and WHEREAS, the public hearing on said Budget has been held as advertised; and WHEREAS, the Mayor and Council desire to amend said Budget. NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of South River, County of Middlesex, that the following amendments to the approved budget for 2013 be made:

CURRENT FUND	From	To
GENERAL REVENUES		
3. Miscellaneous Revenues:		
HCD Senior Coordinator	\$ 0.00	\$ 12,000.00
Total Section F: Special Items of General Revenue Anticipated with or Written Consent of Director of Local Government Services - Public and Private Revenues	\$ 117,925.99	\$ 129,925.99
Summary of Revenues:		
3. Miscellaneous Revenues:		
Total Section F: Special Items of General Revenue Anticipated with or Written Consent of Director of Local Government Services - Public and Private Revenues	\$ 117,925.99	\$ 129,925.99
Total Miscellaneous Revenues	\$6,519,909.78	\$ 6,531,909.78
5. Subtotal General Revenues (Items 1, 2, 3 and 4)	\$8,536,683.34	\$ 8,548,683.34
6. Amount to be Raised by Taxes for Support of Municipal Budget:		
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	\$ 7,850,809.86	\$ 7,711,100.86
Total Amount to be Raised by Taxes for Support of Municipal Budget	\$ 8,300,632.22	\$ 8,160,923.22
7. Total General Revenues	\$16,837,315.56	\$16,709,606.56
8. General Appropriations -		
(A) Operations - Within "CAPS":		
GENERAL GOVERNMENT FUNCTIONS:		
General Administration:		
Other Expenses	\$ 9,500.00	\$ 8,500.00
Cable Television	\$ 10,000.00	\$ 9,000.00
Mayor and Council:		
Other Expenses	\$ 19,350.00	\$ 17,350.00
Borough Clerk:		
Other Expenses	\$ 19,500.00	\$ 18,000.00
Elections:		
Other Expenses	\$ 6,500.00	\$ 5,500.00
Finance Administration:		
Other Expenses	\$ 51,000.00	\$ 46,000.00
Collection of Taxes:		
Other Expenses	\$ 23,000.00	\$ 21,000.00
Assessment of Taxes:		
Other Expenses	\$ 18,000.00	\$ 16,500.00
Economic Development		
Other Expenses	\$ 1,500.00	\$ 2,500.00
Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.):		
Planning Board:		
Other Expenses	\$ 7,500.00	\$ 7,000.00
Board of Adjustment:		
Other Expenses	\$ 11,500.00	\$ 10,000.00
INSURANCE:		
Liability Insurance	\$ 190,000.00	\$ 184,000.00
PUBLIC SAFETY FUNCTIONS:		
Police:		
Salaries and Wages	\$3,175,000.00	\$ 3,165,000.00
Code Enforcement		
Other Expenses	\$ 3,000.00	\$ 2,650.00
Municipal Court		
Other Expenses	\$ 10,800.00	\$ 9,800.00
PUBLIC WORKS FUNCTIONS:		
Garbage and Trash Removal:		
Other Expenses	\$ 44,000.00	\$ 38,000.00
Health and Human Services Functions:		
Office on Aging		
Other Expenses	\$ 17,500.00	\$ 16,000.00
Animal Control		
Other Expenses	\$ 30,000.00	\$ 22,000.00
Parks and Recreation Functions:		
Department of Recreation:		
Salaries and Wages	\$ 87,000.00	\$ 67,000.00
Other Expenses	\$ 14,500.00	\$ 13,000.00
Celebration of Public Events, Anniversary or Holiday:		
Fireworks	\$ 11,000.00	\$ 10,000.00
Maintenance of Parks (Parks and Playground):		
Salaries and Wages	\$ 257,000.00	\$ 249,000.00
Other Expenses	\$ 31,000.00	\$ 28,500.00
Utility Expenses and Bulk Purchases:		
Telephone	\$ 70,000.00	\$ 64,000.00
Uniform Construction Code		
Appropriation Offset by Deducted Revenues (N.J.A.C. 5:23-4.17)		
Other Expenses	\$ 8,500.00	\$ 7,500.00
Total Operations (Item 8(A)) within "CAPS"	\$10,565,613.00	\$10,476,763.00
Total Operations Including Contingent - within "CAPS"	\$10,565,113.00	\$10,477,263.00
Detail:		
Salaries and Wages	\$ 6,410,555.00	\$ 6,372,555.00
Other Expenses (Including Contingent)	\$ 4,155,558.00	\$ 4,104,708.00
(E) Deferred Charges and Statutory Expenditures -		
Municipal within "CAPS":		
(2) Statutory Expenditures:		
Contribution to:		
Police and Firemen's Retirement System	\$ 787,178.00	\$ 746,319.00
Total Deferred Charges and Statutory Expenditures - Municipal within "CAPS"	\$ 1,346,197.00	\$ 1,305,338.00
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	\$11,912,310.00	\$11,782,601.00
(A) Operations - Excluded from "CAPS":		
Interlocal Municipal Services Agreements:		
Middlesex County Improvement Authority		
Recycling		
Other Expenses:	\$ 200,000.00	\$ 190,000.00
Total Interlocal Municipal Service Agreements	\$ 225,000.00	\$ 215,000.00
Public and Private Programs Offset by Revenues:		
County of Middlesex - Senior Center Coordinator	\$ 0.00	\$ 12,000.00
Total Public and Private Programs Offset by Revenues	\$ 121,725.99	\$ 133,725.99
Total Operations - Excluded from "CAPS"	\$ 2,061,644.27	\$ 2,063,644.27
Detail:		
Other Expenses	\$ 2,061,644.27	\$ 2,063,644.27
(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"	\$ 4,137,770.27	\$4,139,770.27
(O) Total General Appropriations - Excluded from "CAPS"	\$ 4,137,770.27	\$4,139,770.27
(L) Subtotal General Appropriations (Items (H-1) and (O))	\$16,050,080.27	\$15,922,371.27
9. Total General Appropriations	\$16,837,315.56	\$16,709,606.56
Summary of Appropriations:		
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	\$11,912,310.00	\$11,782,601.00
(A) Operations - Excluded from "CAPS":		
Interlocal Municipal Services Agreements	\$ 225,000.00	\$ 215,000.00
Public and Private Programs Offset by Revenues	121,725.99	133,725.99
Total Operations - Excluded from "CAPS"	\$ 2,061,644.27	\$ 2,063,644.27
Total General Appropriations	\$16,837,315.56	\$16,709,606.56

BE IT FURTHER RESOLVED that this budget amendment be published in the Home News Tribune in the issue of May 23, 2013 and that a public hearing on this amendment will be held at the Criminal Justice Building Council Chambers, 61 Main Street, South River, NJ on May 28, 2013 at 8:00 p.m. or soon thereafter at which time and place objections to the budget amendment may be presented by taxpayers or other interested persons.

ATTEST:
Patricia O'Connor, RMC
Borough Clerk
(\$245.50)

BOROUGH OF SOUTH RIVER
COUNTY OF MIDDLESEX, NJ

RESOLUTION TO ADOPT 2013 MUNICIPAL BUDGET

BE IT RESOLVED by the Mayor and Borough Council of the Borough of South River, County of Middlesex, that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

(a) \$ 7,711,100.86 (Item 2 below) for municipal purposes
(e) \$ 449,822.36 (Item 5 below) Minimum Library Tax

Recorded Vote
(Insert last name)

((Abstained	(
(((
(((
Ayes	(Nays	(
(((
(((
		Absent	(
			(

Current Fund:

SUMMARY OF REVENUES

1. General Revenues	
Surplus Anticipated	\$ 1,441,773.56
Miscellaneous Revenues Anticipated	6,531,909.78
Receipts from Delinquent Taxes	575,000.00
2. Amount to be Raised by Taxation for Municipal Purposes (Item 6[a], Sheet 11)	7,711,100.86
5. Amount to be raised by taxation minimum library levy	<u>449,822.36</u>
Total Revenues	<u>\$ 16,709,606.56</u>

SUMMARY OF APPROPRIATIONS

5. General Appropriations:	
Within "CAPS"	
(a&b) Operations Including Contingent	10,477,263.00
(e) Deferred Charges and Statutory Expenditures - Municipal	1,305,338.00
Excluded from "CAPS"	
(a) Operations - Total Operations Excluded from "CAPS"	2,063,644.27
(c) Capital Improvements	150,000.00
(d) Municipal Debt Service	1,836,126.00
(e) Deferred Charges - Municipal	90,000.00
(m) Reserve for Uncollected Taxes	<u>787,235.29</u>
Total Appropriations	<u>\$ 16,709,606.56</u>

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 28th day of May, 2013. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2013 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Patricia O'Connor
Borough Clerk

Certified by me
This 28th day of May, 2013

ORDINANCE 2013-10

AN ORDINANCE AUTHORIZING THE ACQUISITION OF
BLOCK 264.01, LOT 1 FROM BOBARB, INC.

WHEREAS, the governing body has determined that it is in the public interest to purchase premises owned by Bobarb, Inc., located at 84 Jackson Street, within the Borough of South River, and also known as Lot 1, Block 264.1, pursuant to the requirements of N.J.S.A. 40A:11-1 et seq.

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

SECTION I.

The Mayor and Council find and determine that:

a) the premises known as Lot 1, Block 264.1 located at 84 Jackson Street in the Borough of South River are appropriately located for construction of a firehouse pursuant to both NFPA, ISO and OSHA standards;

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

c) the acquisition of Lot 1, Block 264.1 from Bobarb, Inc. is hereby authorized at a purchase price of \$250,000.00 subject to the form, terms and conditions of the Contract attached hereto.

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:

ATTEST:

JOHN M. KRENZEL
MAYOR

PATRICIA O'CONNOR, Registered Municipal Clerk

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on this 13 day of May, 2013 BETWEEN

BOBARR, INC., whose address is 84 JACKSON STREET, SOUTH RIVER, NEW JERSEY 08882, referred to as the Seller AND

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

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

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

2. **Property.** The property to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this contract. The real property to be sold is commonly known as 84 JACKSON STREET, SOUTH RIVER, NEW JERSEY 08882 in the BOROUGH OF SOUTH RIVER, COUNTY OF MIDDLESEX and the STATE OF NEW JERSEY. It is shown on the municipal tax map as Lot 1 in Block 284.1.

3. **Purchase Price.** The purchase price is TWO HUNDRED FIFTY THOUSAND and XX/100-----(\$250,000.00).

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

Upon signing of this contract to be held by escrow agent (Paragraph 5)	\$ 20,000
Balance to be paid at closing of title, in cash or by certified or bank cashier's check or attorney trust account check (subject to adjustment at closing)	\$ 230,000
TOTAL	\$ 250,000.00

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

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

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

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

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

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

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

6. Transfer of Ownership. At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title. If the Seller is a partnership, corporation or limited liability company it will also deliver such documents authorizing the sale as Buyer's title company may require. Seller shall not be responsible for obtaining a Certificate of Occupancy since Buyer intends to demolish the structures located on the premises.

7. Time and Place of Closing. The closing date cannot be made final at this time. The Buyer and Seller agree to make October 1, 2013 the estimated date for the closing. The closing will be held at the Borough of South River Municipal Building, South River, NJ 08882.

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

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

sale unless they are listed below as being EXCLUDED.

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

(b) The following items are EXCLUDED from this sale: All lifts, compressors, cabinets, and other automotive equipment, which must be removed prior to the closing of title.

10. Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Realty Transfer Fee.** As this transaction involves property being conveyed to a municipality, no realty transfer fee shall be due.

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

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

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

first refusal with respect to all or any portion of the premises.

23. **Additional Contingencies.** This contract is contingent upon Buyer's ability to purchase property located at 88-98 Jackson Street, within the Borough of South River, also known as Block 264.01, Lot 12, or the "Knights of Columbus" property. Buyer represents that it is currently under contract to purchase said property and that it is in the process of ordering a Phase I environmental study. Should Buyer not obtain the requisite site plan approvals, as specified in Paragraph 15, or is unable to purchase the "Knights of Columbus" property on or before August 1, 2014, Seller shall have the right to terminate this transaction. However, if buyer is proceeding with its County Planning Board application in good faith and is not the cause of any delays with respect to obtaining the necessary county approvals, seller agrees to provide a reasonable extension of the contingencies set forth in this contract.

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

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

SIGNED AND AGREED TO
BY:

BOBARB, Inc., Seller

By: 
Barbara Fink

Borough of South River, Buyer

By: 
Mayor John Krenzel

ORDINANCE 2013-11

**AN ORDINANCE AMENDING BOROUGH CODE CHAPTER 253 - PEACE AND
GOOD ORDER PROHIBITING SMOKING IN BOROUGH PARKS, SPORTS
FIELDS AND RECREATION AREAS**

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: Borough Code Ch. 253 - Peace and Good Order be and is hereby amended as follows:

The Following NEW article is hereby added to Code Chapter 253 and shall read as follows:

253-6. Smoking in Borough Parks, Sports Fields, and Recreation Areas Prohibited.

A. PURPOSE. The following are the purposes of this Amendment:

1. The United States Surgeon General has determined that there is no safe level of exposure to secondhand smoke and that nonsmoking Americans exposed to secondhand smoke in public places are at significantly increased risk of heart disease and lung cancer (see U.S. Department of Health and Human Services, The Health Consequences of Involuntary Exposure to Tobacco Smoke; a report of the surgeon General, U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, Coordinating Center for Health Promotion, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2006); and
2. Smoking is the leading cause of death in the United States and the United States Centers for Disease Control and Prevention has determined that reduction of the death and disease caused by tobacco use and exposure to secondhand smoke is one of six top national healthcare problems; and
3. Pursuant to N.J.S.A. 40:48-1, the Borough is given the authority to adopt ordinances for the public health, safety and welfare of the Borough, its residents and guests; and
4. The New Jersey Smoke-Free Air Act (N.J.S.A. 26:3D-63) specifically authorizes local restrictions on smoking "equivalent to, or greater than those provided in the NJSFAA for purposes of "protecting public health".

B. DEFINITIONS. As used in this article, the following terms shall have the following definitions:

ELECTRONIC SMOKING DEVICE. An electronic device that can be used to deliver nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, cigarillo, or pipe.

SMOKING. The burning of, inhaling from, exhaling the smoke from, or the possession of a lighted cigar, cigarette, pipe or other matter or substance which contains tobacco or any other matter that can be smoked, or the inhaling or exhaling of smoke or vapor from an electronic smoking device.

C. SMOKING IN BOROUGH PARKS, SPORTS FIELDS AND RECREATION AREAS PROHIBITED.

No person shall smoke while on the grounds of any and all Borough parks, sports fields, and recreation areas, whether owned, leased or utilized by the Borough.

D. ENFORCEMENT.

Whenever the Health Officer or his or her designee or a law enforcement officer or a Borough Code Enforcement Officer observes or reasonably believes that there exists a violation of this article, he or she may issue a summons and complaint to the violator. The complaint shall be written and served on the violator. Citizens of the Borough may also bring private complaints for the violation of this article.

E. VIOLATIONS AND PENALTIES.

Any person found to be in violation of this article shall be subject to the fines and penalties set forth in Borough Code Section 253-5.

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

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

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

Dated:

ATTEST:

JOHN M. KRENZEL, MAYOR

PATRICIA O'CONNOR, Registered Municipal Clerk

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>
65-999-871-817 CD	CAT BARFIELD & HEATHER FLORIS 1027 MORNING GLORY DR MONROE TWP, NJ 08831	\$18.45
65-999-874-556 CD	MAMADOU BARRY 1 JOHN F KENNEDY BLVD APT 30E SOMERSET, NJ 08873	\$48.89
65-999-862-698 CD	CARMEN BONILLA & JOSE VEGA 102 A MAIN ST SOUTH RIVER, NJ 08882	\$244.36
65-999-856-483 CD	EMERY BROWN RIVERVIEW DR F8 SOUTH RIVER, NJ 08882	\$269.17
65-999-82-729 CD	JOAO CARDOSA 27 B FERRY ST SOUTH RIVER, NJ 08882	\$131.24
65-999-976-911 CD	KENNETH CHRISTIE	\$16.52
65-999-976-911 ELEC CURRENT	P O BOX 142 SOUTH RIVER, NJ 08882	\$34.92
65-999-884-808 CD	DAVID EARL JR 11 CRUISER CT TOMS RIVER, NJ 08753	\$150.38
65-999-874-490 CD	HALEY EXNER 10458 MOSELLE ST SAN DIEGO, CA 92131	\$66.98
65-999-886-150 CD	JESUS FIGUEROA 6 CLINTON ST SOUTH RIVER, NJ 08882	\$101.03
65-999-000-323 ELEC CURRENT	JOHN & MARIE FROST 2 SCHACK AVE SOUTH RIVER, NJ 08882	\$4.95
65-999-854-822 CD	OMAR & NATALIA GARCIA 1924 UNION BLVD ALLENTOWN, NJ 18109	\$215.09

65-999-860-146	CD	GUADALUPE HERRERA 61 FERRY ST REAR APT SOUTH RIVER, NJ 08882	\$304.31
65-999-984-798	CD	MARILYN KIERNAN	\$115.04
65-999-984-798	ELEC CURRENT	C/O LAURA DENTI POA 221 AZALEA CT TOMS RIVER, NJ 08753	\$20.47
65-999-000-456	CD	THOMAS & HEATHER LABARBARA 9 OAKMONT TERRACE EAST WINDSOR, NJ 08520	\$265.98
65-999-855-713	CD	ZORAIDA MELENDEZ 148 GEORGE ST SOUTH RIVER, NJ 08882	\$284.35
65-999-865-492	CD	GRISELLE MOLINA 44 WINDING WOODS DR APT 4B SAYREVILLE, NJ 08872	\$116.02
65-999-898-162	ELEC CURRENT	PATRICIA & JAIME NARANGO 66 MAIN ST SOUTH RIVER, NJ 08882	\$152.54
65-999-857-638	CD	G OYETIMBO & B SHOWUNMI 552 LEWIS ST SOMERSET, NJ 08873	\$259.39
65-999-864-458	ELEC CURRENT	ROSE & ANTHONY PACIFICO 250 CRSCENT AVE APT 303 SPOTSWOOD, NJ 08884	\$53.18
65-999-854-723	CD	H, R S & S SABHARWAL 66 PRENTICE AVE APT A SOUTH RIVER, NJ 08882	\$290.16
65-999-000-218	CD	RUSSELL SERATELLI 111 LEONARDINE AVE APT H6A SOUTH RIVER, NJ 08882	\$140.38
65-999-855-163	CD	HORACIO & LISANDRA SOLIS 47 WILLETT AVE SOUTH RIVER, NJ 08882	\$163.65
65-999-856-109	CD	CAITLIN WHITE RIVERVIEW DR E3 SOUTH RIVER, NJ 08882	\$167.41
65-999-892-981	ELEC CURRENT	ZLATAN & LUBA ZIFOVSKI 28 MAIN ST SOUTH RIVER, NJ 08882	\$200.00

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS the governing body of the Borough of South River in the County of Middlesex, State of New Jersey, billed the property located at 29 Water Street for water consumption after the home was damaged by Superstorm Sandy; and

WHEREAS, the Borough of South River Council agreed that the bill should be waived as to the property located at 29 Water Street; and

WHEREAS, without acknowledging any liability, the Borough of South River has agreed to waive said water bill in the amount of \$637.92 for the property located at 29 Water Street; and

WHEREAS, the Borough Attorney has noted his approval of said waiver;

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 water bill pertaining to the property located at 29 Water Street be and is hereby waived by the Borough.

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: MAY 28, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, the State of New Jersey implemented the “New Jersey Local Unit Pay- to-Play” Law under P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51) N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, said Statute affects all Municipalities and Counties, and their agencies that enter into contracts with a value over \$17,500.00 and further requires that all such contracts with a value over \$17,500.00 (aggregation rules apply) be awarded pursuant to a “Fair and Open” or a “Non-fair and Open” process, both of which are defined by law; and

WHEREAS, the Borough of South River has determined to solicit proposals of qualifications for architectural/engineering services under a “Fair and Open Process”; and

WHEREAS, the Borough of South River shall also establish criteria for its proposal/qualification evaluation in considering a fair and open contract award.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the Borough of South River shall proceed with a notice for solicitation of proposals and qualifications for architectural/engineering services under a “Fair and Open Process” for:

**Architectural/Engineering Design
New Fire Headquarters
South River, NJ**

Notice is hereby given that sealed qualifications for professional services, not subject to bidding pursuant to NJSA 40A:11-5, will be received by the Borough Administrator of the Borough of South River at the Municipal Building at 48 Washington Street, South River, New Jersey 08882 no later than **June 20, 2013 at 12 Noon.**

The Borough of South River is approximately 2.6 square miles with a population of 15,000 + residents. The South River Fire Department is a volunteer fire department established in 1896 with 2 fire stations and 3 fire companies. The Department serves the Borough of South River and is a mutual aid Department to surrounding municipalities. The Department handles fire calls, vehicle accidents and other resident assist type calls. Each Company can enroll up to 35 members. The new firehouse will be owned by the Borough of South River and replace the existing George Street Fire Headquarters that houses Engine Company Number One and the Reliable Fire Company. Engine Company Number One has an 85 foot Ladder Tower and Reliable Fire Company has two pumpers. There is also a Department Special Unit that is parked outside in the parking lot. Summit Engine Company is located on Appleby Avenue and houses two pumpers and a brush truck in the building.

1. The Project Site

- The proposed site is located at 84 and 88-98 Jackson Street. The site is approximately 45,000 square feet and is located at the intersection of Jackson Street and Raritan Avenue.
- Block 264.01 Lot 1, 6.01 and 12.
- The Borough intends to waive Zoning and Planning requirements, but a Capital Project presentation will be required to the appropriate Board and the Mayor and Council. The site is located on a County Road so a presentation to the Middlesex County Planning Department / Board is required.

2. Proposed Building Description

- The Borough intends to determine this as part of the needs assessment process

3. Qualifications, Team and Project Understanding

Project Understanding and Approach

- Describe your understanding and your vision for this project and/or facilities.
- Describe your proposed design approach for successfully completing this project.
- Key to this project is communication with the Owner. Describe in detail your approach to communicating and working with the Owner representatives.
- Based on your experience, discuss any challenges that may be encountered during this process as well as any concerns you see that may need to be addressed.
- Describe your time commitment estimated to design and bid the project, and monitor Contract Administration on this project.

Project Team and its Members

- Candidate firms will be required to submit their corporate status, a "Certificate of Good Standing" and a "NJ Business license".
- State when the firm(s) was started and how long it's been in business under the current corporate structure; preferably no less than five (5) years.
- Include resumes of all key individuals of the firm who would be involved in this project. Resumes should adequately describe educational background, specific area of expertise, and related experience with Emergency Response Facilities and fire stations in particular.

Qualifications of the Architect and Team

- Describe projects similar to this one which were completed by this design team preferably in the last five (5) years. The Borough is particularly interested in experience designing facilities similar in scope and size as well as experience with public works projects and volunteer departments.
- Describe your specific experience and knowledge of Emergency Response Design. Include specific design elements that were created in order to enhance or develop "firematic" or rescue activities within the building or on the site.
- Provide references (including names and telephone numbers of the owner's representative, for at least five (5) of these projects.

The candidate Architect (or combined team) shall:

- Have successfully completed the design of at least five (5) individual fire stations, in the last three (3) years.
- Have successfully completed at least three (3) facilities of similar size and function that have been built or are currently under construction in the last five (5) years.
- Projects completed while employed by another firm may **not** be used towards the required experience but may be included in overall experience with proper attribution. A reference contact for the firm (or successor firm) is required.
- Consultants who have experience with Emergency Response Facilities, preferably in conjunction with the Architect.

4. Scope of Services

Respondents are encouraged to clearly communicate their ability to successfully provide each of these services. The Architectural and Engineering services required for the project include:

- Conceptual Design
- Sustainable Design
- Code Evaluation
- Schematic Design - Demonstrate knowledge of emergency response.
- Cost Estimating
- Required meetings and presentations

The Architect will be responsible for providing a full range of professional services to complete the Schematic Design Phase of the work that will include:

- Detailed Program
- Space Utilization
- Conceptual Designs
- Coordination of Owner Consultants
- Schematic Design
- Construction Cost Estimating
- Soft Cost Budgeting
- Public Presentations
- Design Development
- Contract Drawings
- Bidding Assistance
- Contract Administration
- Contract Closeout

BE IT FURTHER RESOLVED that each of the proposals that are submitted will be evaluated by the Mayor and Borough Council of the Borough of South River by determining those deemed to be the most advantageous and beneficial to the Borough of South River including the following criteria:

- a) Experience and reputation in the field;
- b) Knowledge of the Borough of South River and the subject matter to be addressed under the proposed contract as well as familiarity with the Borough of South River and its procedures as well as its ongoing matters;
- c) Availability to accommodate any required meetings of the agency;
- d) Such other factors, if demonstrated, to be in the best interest of the Borough of South River

BE IT FURTHER RESOLVED that the Borough Clerk shall utilize the attached Public Notice and have the same placed on the Borough website or such other location as determined by the Mayor and Council to be appropriate permitting receipt of proposals and qualifications for a period of not less than 10 days.

BE IT FURTHER RESOLVED, that upon receipt of said proposals and qualifications by the Borough Administrator the same shall be provided to the Mayor and Council for appropriate appointment consent with and pursuant to statute.

DATED: May 28, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

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

DATED: MAY 28, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

SEPARATION AGREEMENT & GENERAL RELEASE

WHEREAS, Patrolman William Schmidt is eligible to retire as a Patrolman from the Borough of South River and receive a pension from the Police and Firemen's Retirement System effective September 1, 2013 and

WHEREAS, Patrolman William Schmidt 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, Patrolman William Schmidt is a member of PBA Local 62 and entitled to certain benefits thereto, and

WHEREAS, the Borough of South River and Patrolman William Schmidt desire to express the terms of Patrolman Schmidt's retirement from the Borough and retirement from contributions to the pension system;

THEREFORE, the Borough and Patrolman Schmidt hereby agree as follows:

1. Beginning on May 13, 2013 at 4:00 pm, Patrolman William Schmidt will commence utilizing contractual benefits time and upon completion shall begin his terminal leave from the Borough and its Police Department. During this time Patrolman Schmidt's Borough-paid health benefits shall continue.
2. Patrolman Schmidt shall retire from the Borough effective August 31, 2013.
3. During his terminal leave period, Patrolman Schmidt shall remain in a pay status by utilizing 204 hours of vacation time, 26 hours of personal time and 400 hours (50 days) of terminal leave pay consistent with the Borough Code to carry him in a pay status through August 31, 2013.
4. Any days remaining owed to Patrolman Schmidt after August 31, 2013 will be paid to Patrolman Schmidt via a payroll check from the Borough issued consistent with the first payroll in September 2013.
5. In addition to the use of paid time off as outlined in paragraph 3 above, following his effective retirement date, Patrolman Schmidt shall be paid for his accrued but unused sick days pursuant to Article XIX.U. Patrolman Schmidt will be paid for 306 hours (38.25 days (8 hour days)) of accrued but unused sick hours for a total payment of

\$14,593.14, which shall be paid in one payroll check commencing with the first payroll in September 2013.

6. The Borough will provide Patrolman Schmidt with retiree medical benefits (paid family health and prescription), consistent with the PBA 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, Patrolman Schmidt agrees that he will contribute any required amount.
7. In the event that Patrolman Schmidt 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 (August 31, 2013), in such a circumstance, Patrolman Schmidt will be compensated at his hourly rate of \$47.69 for all hours spent testifying or appearing in court.
8. The parties are in agreement with the terms of Patrolman Schmidt's retirement and compensation as outlined above. Other than what is outlined above, and consistent with the PBA contract, Patrolman Schmidt 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 have accrued or may have accrued at any time up to and including the date of this agreement, which Patrolman Schmidt may have relating to his employment with the Borough, and Patrolman Schmidt 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 Patrolman Schmidt'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

Patrolman William Schmidt

Dated:

Dated:

RESOLUTION

WHEREAS, Amy Gibbons and Kymberli Rios have submitted an application for a Mercantile License for a business known as Vertical Fitness and Dance, LLC, to be located at 56 Ferry Street, in the Borough of South River; and

WHEREAS, the nature of the business is a fitness studio; and

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

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

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River that the Mercantile License Application submitted by Amy Gibbons and Kymberli Rios for a business known as Vertical Fitness and Dance, LLC, to be located at 56 Ferry Street, in the Borough of South River, New Jersey is hereby approved.

DATED: MAY 28, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

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 April 29, 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 June 7, 2013.

DATED: MAY 28, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, the South River Portuguese Club located at 100 John Street, South River, New Jersey, has applied for a Special Events Permit for its Folklore Festival at 100 John Street, South River, New Jersey on May 19, 2013 from 12:00 p.m. until 8:00 p.m.; and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the Mayor and Borough Council of the Borough of South River that the application of the South River Portuguese Club for a Picnic to be held at 100 John Street, South River, New Jersey on May 19, 2013 from 12:00 p.m. to 8:00 p.m. is hereby approved contingent upon the following:

1. Alcoholic beverages can only be served from 12:00 p.m. until 8:00 p.m. during the Picnic.
2. There must be at least five (5) identifiable non-drinking members either by nametag, badge, shirt, etc. assigned by the organization to provide security.
3. A one-day permit for the picnic, will be obtained from ABC.
4. Proof of Liability Insurance provided to the Borough of South River.
5. Said event must follow all the rules, regulations of State, County, and Local Government.
6. Parking for the event, insofar as possible should be restricted to the club parking lot.
7. Any music (bands, DJ's etc.) must be held to a level which is acceptable to the surrounding neighbors, or confined to the inside of the club.
8. Fire lanes shall remain unobstructed and accessible to emergency vehicles.

DATED: MAY 28, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RES:2013-214

MAY 28, 2013

RESOLUTION

WHEREAS, the Borough Attorney and Borough Administrator have reviewed the minutes of closed sessions held by the governing body on December 3, 2012 and December 17, 2012 and have advised the governing body that there is no longer any need for confidentiality to be maintained.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River, in the County of Middlesex, the State of New Jersey that the minutes of closed sessions held on December 3, 2012 and December 17, 2012 are hereby approved and the Borough Clerk is authorized to release same.

DATED: MAY 28, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS the governing body of the Borough of South River in the County of Middlesex, State of New Jersey, holds the Performance Bond for the project known as Santos Minor Subdivision, South River File No. 10-02, in accordance with specifications approved and filed in the Office of the Borough Clerk; and

WHEREAS, said Developer has requested the Release of said Performance Bond relating to the Santos Minor Subdivision, South River File No. 10-02;

WHEREAS, the Borough Engineer's Office has noted his approval of said Release of Performance Bond by letter dated May 9, 2013.

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 Performance Bond relating to the Santos Minor Subdivision, South Rive File No. 10-02 be released subject to the following conditions:

1. Posting of a 2 year Maintenance Bond in the amount of \$2,071.80;
2. Payment of all outstanding engineering inspections fees; and
3. Payment of all outstanding Borough fees.

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: MAY 28, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RES:2013-216

MAY 28, 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 to the Board of Health:

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

DATED: MAY 28, 2013

/s/ _____
John M. Krenzel, Mayor

/s/ _____
Councilmember

/s/ _____
Councilmember

RES: 2013-217

MAY 28, 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 \$333,148.33 and previously paid claims in the amount of \$1,593,820.39, 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: MAY 13, 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
A004 ADT SECURITY SERVICES	13-01366	05/15/13	REFUND OF PERMIT FEES	Open	66.00	0.00		
A0051 ACCOLADE DESIGNS	13-01417	05/23/13	PERSONALIZED PLAQUES	Open	144.50	0.00		
A0128 ADVANCED GENERATOR EXCHANGE	13-01246	05/06/13	A/C / Alternator Repairs	Open	713.50	0.00		
A0190 AIM UNIFORM INC	13-01191	04/26/13	HATS & SHOES	Open	170.00	0.00		
A0342 AMERIMARK DIRECT	13-01065	04/16/13	Recycling Tote Bags	Open	494.19	0.00		
A0502 ARCARI & IOVINO ARCHITECTS	13-00935	03/27/13	ARCHITECTURAL SVCS.-55 REID ST	Open	4,383.75	0.00		B
ADP001 ADP, INC.	13-01216	05/03/13	SERVICE FOR P.E. 4/21/13	Open	520.34	0.00		
	13-01289	05/09/13	SERVICE FOR P.E. 5/01/13	Open	<u>19.80</u>	0.00		
					540.14			
B0750 B & W CONSTRUCTION CO	12-03652	12/31/12	RENTAL OF PUMPS AT JACKSON ST.	Open	11,869.10	0.00		B
	13-00727	03/08/13	RELOCATE CURB BOX 60 MAIN ST.	Open	6,104.89	0.00		
	13-00769	03/14/13	REPLACE/RELOCATE HYDRANT	Open	<u>15,344.83</u>	0.00		
					33,318.82			
B0884 BETTS & HOLT	13-01297	05/09/13	LEGAL SERVICE FOR 10/12-4/13	Open	1,565.88	0.00		
B0903 C BENTLEY'S CAR WASH	13-00487	02/19/13	Car Wash-March - BLANKET	Open	40.00	0.00		
B0952 BIGNELL PLANNING CONSULTANTS	13-01421	05/23/13	PISCO, C. #1426	Open	83.75	0.00		
	13-01430	05/23/13	POLISH ARMY VETS #1431	Open	282.50	0.00		
	13-01433	05/23/13	POLISH ARMY VETS #1431	Open	<u>83.75</u>	0.00		
					450.00			
B1073 BRIAN'S LAWN MOWER & SAW SVC	13-01089	04/18/13	Mower Supplies-BLANKET	Open	290.99	0.00		
B1167 BURLINGTON SAFETY LAB INC	13-00678	03/08/13	Di-electrical Testing	Open	893.41	0.00		
BAR005 CAT BARFIELD & HEATHER FLORIS	13-01313	05/09/13	CD REFUND	Open	18.45	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BARR01 MAMADOU BARRY	13-01314	05/09/13	CD REFUND	Open	48.89	0.00		
BON003 CARMEN BONILLA & JOSE VEGA	13-01315	05/09/13	CD REFUND	Open	244.36	0.00		
BRO10 EMERY BROWN	13-01316	05/09/13	CD REFUND	Open	269.17	0.00		
BUC001 BUCKS COUNTY INTERNATIONAL, INC	12-02999	11/05/12	PURCHASE OF DUMP TRUCK	Open	112,291.00	0.00		
	12-03000	11/05/12	AIR CONDITIONING - DUMP TRUCK	Open	<u>1,100.00</u>	0.00		
					113,391.00			
C1204 CFG HEALTH SYSTEMS, LLC.	13-01227	05/06/13	Telepsychiatry Services	Open	777.60	0.00		
C1256 CAMBRIA MACK	13-01286	05/09/13	Repairs to #757-Electric	Open	558.39	0.00		
C1300 CARROT TOP INDUSTRIES, INC.	13-01271	05/09/13	Flags	Open	898.63	0.00		
C1336 CENTRAL JERSEY SECURITY, CORP.	13-01360	05/13/13	Annual Fire Alarm Inspection	Open	95.00	0.00		
C1482 CME ASSOCIATES	13-00354	02/06/13	PRELIMINARY ASSESS.BL264.1 LT1	Open	216.50	0.00		B
	13-01254	05/06/13	REHAB JACKSON/WILLIAM ST. PUMP	Open	2,334.50	0.00		B
	13-01377	05/15/13	MATVIYISHYM, Y. #1423	Open	105.00	0.00		
	13-01431	05/23/13	POLISH ARMY VETS #1431	Open	<u>175.00</u>	0.00		
					2,831.00			
C1510 COMCAST	13-01382	05/16/13	SERVICE FOR 5/16-6/15/13	Open	69.90	0.00		
	13-01393	05/20/13	SERVICE FOR 4/15-6/14/13	Open	<u>169.66</u>	0.00		
					239.56			
C1538 CONTINENTAL FIRE & SAFETY INC	13-00766	03/14/13	EQUIPMENT MAINTENANCE	Open	588.00	0.00		
CARD10 JOAO CARDOSA	13-01317	05/09/13	CD REFUND	Open	131.24	0.00		
CHR010 KENNETH CHRISTIE	13-01319	05/09/13	CD & ELECT CURR YR REFUNDS	Open	51.44	0.00		
D1780 DELL COMPUTER CORPORATION	13-00945	04/03/13	DELL DESKTOP-ELECTRIC DEPT.	Open	826.20	0.00		
D1946 DUECO INC C/O GREG ADLER	13-00824	03/19/13	Di-Electric Test All Trucks	Open	1,598.75	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
E2044 EAST COAST CUSTOM, LLC.	12-03232	11/30/12	LARGE BANNER	Open	430.00	0.00		
E2046 EAST COAST EMERGENCY LIGHTING	12-03433	12/13/12	whelen Strip Light-white - FD	Open	829.44	0.00		
EARL10 DAVID EARL JR	13-01320	05/09/13	CD REFUND	Open	150.38	0.00		
EXN01 HALEY EXNER	13-01321	05/09/13	CD REFUND	Open	66.98	0.00		
F2929 FRIENDLY SONS OF SHILLELAGH	13-01363	05/13/13	MEMORIAL DAY PARADE - MUSIC	Open	1,000.00	0.00		
FIGU10 JESUS FIGUEROA	13-01322	05/09/13	CD REFUND	Open	101.03	0.00		
FROS10 JOHN & MARIE FROST	13-01323	05/09/13	ELECT CURR YR REFUND	Open	4.95	0.00		
GARC20 OMAR & NATALIA GARCIA	13-01324	05/09/13	CD REFUND	Open	215.09	0.00		
H3461 ZAYDA HARRIS	13-01279	05/09/13	Zumba 5/6/13 (1) Class	Open	35.00	0.00		
	13-01372	05/15/13	Zumba 5/13/13 (1)Class	Open	35.00	0.00		
					<u>70.00</u>			
H3545 HELMETTA REGIONAL ANIMAL SHELTER	13-01298	05/09/13	April Animal Control Call Outs	Open	150.00	0.00		
H3719 HOME NEWS TRIBUNE	13-01131	04/22/13	DECISION OF PLANNING BD. 4/16	Open	9.88	0.00		
H3739 HOSE SHOP	13-01098	04/19/13	Hose Repairs for vehicles	Open	42.65	0.00		
HADD001 JOE HADDAD	13-01376	05/15/13	ump Majors 5/13/13 (1)Game	Open	35.00	0.00		
	13-01407	05/20/13	ump Minors 5/16/13 (1)Game	Open	35.00	0.00		
					<u>70.00</u>			
HERR10 GUADALUPE HERRERA	13-01325	05/09/13	CD REFUND	Open	304.31	0.00		
I4239 ITS, INC.	13-01356	05/10/13	Emergency Repair Gear Box	Open	985.00	0.00		
I4252 INTERNATIONAL ASSN OF CHIEFS	13-01225	05/06/13	2013 Membership Fee	Open	120.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
J4539 JB EQUIPMENT SALES, INC.	13-00614	02/28/13	REELS & BALL VALVES	Open	393.39	0.00		
J4581 SHAQUILLE JEN-CHARLES	13-01437	05/23/13	Frost on the Pumpkin Award	Open	50.00	0.00		
J4680 JOHN DEERE LANDSCAPES, INC.	12-01692	06/21/12	4gal backpack sprayers	Open	170.00	0.00		
J4709 DEBRA A. JONES	13-01369	05/15/13	Reimbursemt Post Office - FB	Open	96.84	0.00		
JOH100 JOHNNY'S LANDSCAPING SERVICE	13-01434	05/23/13	Property Maintenance	Open	3,735.00	0.00		
K4919 KINGS 111 OF AMERICA, INC.	13-01217	05/03/13	FAX CONNECTION FEE FOR LIBRARY	Open	250.00	0.00		
KAPA001 JALPA KAPADIA	13-00956	04/03/13	Minor Baseball Refund SP/13	Open	35.00	0.00		
KIERN01 MARILYN KIERNAN	13-01326	05/09/13	CD & ELECT. CURR YR REFUNDS	Open	135.51	0.00		
L4146 LENIN LACRUZ	13-01435	05/23/13	Health and wellness Award	Open	50.00	0.00		
L5128 LANGUAGE LINE SERVICES	13-01292	05/09/13	Language Translation Services	Open	166.60	0.00		
L5310 LOMBARDI & LOMBARDI PA	13-01384	05/16/13	PLANNING BOARD MEETING 4/16/13	Open	300.00	0.00		
	13-01432	05/23/13	POLISH ARMY VETS #1431	Open	287.00	0.00		
					587.00			
LABAR01 THOMAS & HEATHER LABARBARA	13-01327	05/09/13	CD REFUND	Open	265.98	0.00		
LANG013 MARC LANGE	13-01278	05/09/13	Hockey Ref 5/6/13 (1)Game	Open	35.00	0.00		
	13-01406	05/20/13	Hockey Ref 5/16/13 (1)Game	Open	35.00	0.00		
					70.00			
LUK001 ELIZABETH LUKACS	13-01344	05/10/13	Relay for Life - Buttons	Open	90.00	0.00		
M5111 MCMANIMON, SCOTLAND & BAUMANN	13-01378	05/15/13	General Labor Matters - 3/2013	Open	1,820.00	0.00		
M5421 W.B.MASON CO.	13-01063	04/15/13	Office Supplies	Open	294.47	0.00		
	13-01144	04/25/13	Office Supplies	Open	664.34	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
M5421 W.B.MASON CO.				Continued				
	13-01203	05/01/13	Office Supplies	Open	184.34	0.00		
					<u>1,143.15</u>			
M5698 MIDD CTY UTILITY AUTHORITY								
	13-01235	05/06/13	Landfill Charges-April 2013	Open	44,785.26	0.00		
M5707 MIDDLESEX WELDING SALES,CO,INC								
	13-00912	03/27/13	Cylinder Rentals-April	Open	56.00	0.00		
M5719 MIDDLESEX CTY FIRE ACADEMY								
	13-00473	02/19/13	TRAINING	Open	372.00	0.00		
M5758 MIRACLE CHEMICAL CO.								
	13-00913	03/27/13	15% Sodium Hypochlorite	Open	710.63	0.00		
MA500 MADISON SQUARE GARDEN ENTERT								
	13-01440	05/23/13	Christmas Spectacular 12/6/13	Open	1,125.00	0.00		
MELEN01 ZORAIDA MELENDEZ								
	13-01328	05/09/13	CD REFUND	Open	284.35	0.00		
MOLI01 GRISELLE MOLINA								
	13-01329	05/09/13	CD REFUND	Open	116.02	0.00		
N6102 NJ STATE ASSN CHIEFS OF POLICE								
	13-01224	05/06/13	Police Executive Institute Fee	Open	800.00	0.00		
N6161 NEW JERSEY FIRE EQUIPMENT CO.								
	13-00479	02/19/13	OSHA - SCBA	Open	511.20	0.00		
N6180 NORCIA CORP.								
	13-01205	05/01/13	Repairs to Truck #27	Open	850.00	0.00		
N6190 THOMAS J. NOTO, P.E.								
	13-01345	05/10/13	Elect. Eng Services-April	Open	4,600.00	0.00		
NARA01 PATRICIA & JAMIE NARANGO								
	13-01330	05/09/13	ELECT CURR YR REFUND	Open	152.54	0.00		
O6521 OPSOLVE, LLC.								
	13-01015	04/05/13	RETURN CHECKS & FEES FOR 3/13	Open	150.11	0.00		
	13-01016	04/05/13	RETURN CHECKS & FEES FOR 3/13	Open	477.82	0.00		
	13-01284	05/09/13	BILLING FOR 4/13	Open	988.66	0.00		
	13-01285	05/09/13	BILLING FOR 4/13	Open	62.95	0.00		
					<u>1,679.54</u>			
O6522 OPSOLVE, LLC.								
	13-01013	04/05/13	BILLING FOR 3/13	Open	13,440.61	0.00		
	13-01014	04/05/13	BILLING FOR 3/13	Open	3,083.92	0.00		
	13-01283	05/09/13	BILLING FOR 4/13	Open	4,949.73	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
06522 OPSOLVE, LLC.				Continued				
	13-01296	05/09/13	BILLING FOR 4/13	Open	<u>13,574.26</u>	0.00		
					35,048.52			
06648 ORIENTAL TRADING CO.								
	13-01199	05/01/13	2013 Summer Rec Week 1	Open	455.95	0.00		
OYE01 G OYETIMBO & B SHOWUNMI								
	13-01331	05/09/13	CD REFUND	Open	259.39	0.00		
P7232 PUBLIC POWER ASSN OF N.J.								
	13-01370	05/15/13	NYPA Billing 4/2013	Open	12,454.94	0.00		
PACIF01 ROSE & ANTHONY PACIFICO								
	13-01332	05/09/13	ELECT CURR YR REFUND	Open	53.18	0.00		
PINT013 DENNIS PINTO								
	13-01022	04/10/13	Hockey Ref. 4/6/13 (3) Games	Open	105.00	0.00		
	13-01267	05/09/13	Hockey Ref 5/2/13 (3)Games	Open	105.00	0.00		
	13-01405	05/20/13	Hockey Ref 5/16/13 (1)Game	Open	<u>35.00</u>	0.00		
					245.00			
PRE001 PRECISION ANALYTICAL SVC, INC.								
	13-00914	03/27/13	Coliform Analysis-April	Open	510.00	0.00		
	13-01075	04/18/13	Test Sweepings Pile	Open	<u>500.00</u>	0.00		
					1,010.00			
Q7287 QUALITY ELECT MOTOR								
	13-01242	05/06/13	Motor for DPW Bathroom Fan	Open	70.00	0.00		
R7311 RARITAN PIPE & SUPPLY COMPANY								
	13-01038	04/10/13	3" Valve-veterans Watermain	Open	492.05	0.00		
R7327 RAZOR PRINTING, INC.								
	13-01160	04/26/13	Business Cards - F.C. Carr	Open	34.00	0.00		
	13-01211	05/03/13	Municipal Alliance Flyers	Open	490.00	0.00		
	13-01374	05/15/13	Ink Pad Replacements	Open	<u>20.00</u>	0.00		
					544.00			
R7431 RICH'S MOWER & LOCKSMITH SHOP								
	13-01294	05/09/13	Blades for Scag Mowers	Open	287.10	0.00		
R7560 RON'S OFFICE MAINTENANCE								
	13-01379	05/15/13	CLEANING SERVICES - 5/13	Open	1,690.00	0.00		
ROD002 THE RODGERS GROUP, LLC								
	13-01218	05/06/13	Accreditation Maintenance Fee	Open	1,875.00	0.00		
S7718 SAYREVILLE SPORTSMEN								
	13-01359	05/10/13	2013 Fishing Derby Supplies	Open	360.00	0.00		
S7986 ADELA TAI								
	13-01441	05/23/13	Frost on the Pumpkin Award	Open	50.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
S8132 SS PETER & PAUL CHURCH	13-01340	05/10/13	Rental Fee - SR Food Bank 6/13	Open	1,500.00	0.00		
S8157 STATE OF NEW JERSEY	13-01367	05/15/13	UNEMPLOYMENT FOR 1/1-3/31/13	Open	16,792.71	0.00		
S8169 SPECIALTY AUTOMOTIVE EQUIP	13-01164	04/26/13	Inspect Lift-Borough Garage	Open	250.00	0.00		
S8251 SWIFT ELECTRICAL SUPPLY CO.	13-01179	04/26/13	Electrical Supplies-BLANKET	Open	669.07	0.00		
SABH01 H, R S & S SABHARWAL	13-01333	05/09/13	CD REFUND	Open	290.16	0.00		
SACH01 LAWRENCE B. SACHS, ESQ.	13-01343	05/10/13	MO. PROSECUTOR SVCS. 5/13	Open	1,240.67	0.00		
SERAT01 RUSSELL SERATELLI	13-01334	05/09/13	CD REFUND	Open	140.38	0.00		
SOLIS01 HORACIO & LISANDRA SOLIS	13-01335	05/09/13	CD REFUND	Open	163.65	0.00		
T8324 TAYLOR OIL CO INC.	13-01247	05/06/13	Fuel Del 04/26/13	Open	2,064.67	0.00		
T8383 TDT SCREEN DESIGN & PRINTING	13-01270	05/09/13	Relay for Life Shirts	Open	110.25	0.00		
T8387 TELVUE CORPORATION	13-01342	05/10/13	PEG TV SVCS. 4/1-6/30/13	Open	750.00	0.00		
T8411 HARRIET THOMAS	13-01436	05/23/13	Health and wellness Award	Open	50.00	0.00		
T8453 TOSHIBA BUSINESS SOLUTIONS USA	13-01373	05/15/13	Maintenance for ID System	Open	624.00	0.00		
TK1 TK1 SOLUTIONS	13-01301	05/09/13	IT SERVICES FOR 5/13	Open	2,300.00	0.00		
U8802 UNIFIRST CORPORATION	13-00921	03/27/13	Uniform Rental 04-30-13	Open	99.31	0.00		
	13-01181	04/26/13	Uniform Rental 05-07-13	Open	99.31	0.00		
	13-01182	04/26/13	Uniform Rental 05-14-13	Open	99.31	0.00		
					<u>297.93</u>			
U8803 UNION CTY PROSECUTORS OFFICE	13-00546	02/22/13	SLEO I Police Academy	Open	500.00	0.00		
USBANKPH US BANK CUST. PHOENIX	13-01357	05/10/13	REFUND OF TAX PREM. 11-00031	Open	4,000.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
V9010 VERIZON	13-01416	05/23/13	SERVICE FOR 5/10-6/09/13	Open	4,580.84	0.00		
W9328 WESCO DISTRIBUTION, INC.	13-00825	03/19/13	Span Tap Boxes Part #S4P28A	Open	3,529.80	0.00		
	13-01232	05/06/13	Supplies	Open	961.90	0.00		
	13-01234	05/06/13	Celery stick 36"	Open	510.50	0.00		
					<u>5,002.20</u>			
W9466 WISNIEWSKI & ASSOCIATES, LLC	13-01341	05/10/13	MO. PUB.DEF.FEES FOR 5/13	Open	527.09	0.00		
	13-01365	05/15/13	LEGAL SVCS. - TAX ASSESSMENTS	Open	595.12	0.00		
					<u>1,122.21</u>			
W9471 SHARON WITKOWSKI	13-01266	05/09/13	Aerobics 5/2/13 (1) class	Open	35.00	0.00		
	13-01353	05/10/13	Aerobics 5/9/13 (1)class	Open	35.00	0.00		
	13-01404	05/20/13	Aerobics 5/16/13 (1)class	Open	35.00	0.00		
					<u>105.00</u>			
WHIT01 CAITLIN WHITE	13-01336	05/09/13	CD REFUND	Open	167.41	0.00		
Z9998 ZLATEN ZIFOVSKI	13-00291	01/30/13	Supplies-BLANKET	Open	42.47	0.00		
ZIFOV50 ZLATAN & LUBA ZIVOVSKI	13-01337	05/09/13	ELECT CURR YR REFUND	Open	200.00	0.00		

Total Purchase Orders: 147 Total P.O. Line Items: 260 Total List Amount: 333,148.33 Total Void Amount: 0.00

Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total
CURRENT FUND	2-01	12,868.54	0.00	12,868.54	0.00
CURRENT FUND	3-01	83,514.04	0.00	83,514.04	0.00
WATER UTILITY	3-02	16,826.35	0.00	16,826.35	0.00
ELECTRIC UTILITY	3-03	65,693.95	0.00	65,693.95	0.00
	3-15	3,368.80	0.00	3,368.80	0.00
	3-16	4,000.00	0.00	4,000.00	0.00
PARKING UTILITY	3-20	170.00	0.00	170.00	0.00
Year Total:		<u>173,573.14</u>	<u>0.00</u>	<u>173,573.14</u>	<u>0.00</u>
GENERAL CAPITAL	C-06	135,920.58	0.00	135,920.58	0.00
ESCROW ACCOUNT	E-17	1,017.00	0.00	1,017.00	0.00
OTHER TRUST ACCOUNTS	T-05	3,664.18	0.00	3,664.18	0.00
WATER CAPITAL	W-07	6,104.89	0.00	6,104.89	0.00
Total Of All Funds:		<u><u>333,148.33</u></u>	<u><u>0.00</u></u>	<u><u>333,148.33</u></u>	<u><u>0.00</u></u>

Previously paid bills for 5/28/13

Date	From	Account	Amount	To	Account	Amount	Comment
5/13/2013	PNC Current Account	8013657761	\$ 1,069,479.00	S.R. Board of Ed		\$ 1,069,479.00	May's school tax levy payment
5/15/2013	PNC Payroll Account	8015731865	\$ 118,844.65	State of NJ - Division of Pensions		\$ 118,844.65	Health Ins. - Active 5/13
5/15/2013	PNC Payroll Account	8015731865	\$ 75,357.86	State of NJ - Division of Pensions		\$ 75,357.86	Health Ins. - retired 5/13
5/16/2013	PNC Electric Utility Account	8015731646	\$ 40,071.15	PJM Settlement Inc.		\$ 40,071.15	Weekly elect. Pymt. 5/02-5/08/13
5/20/2013	PNC Electric Utility Account	8015731646	\$ 165,076.70	PSE&G Energy Resources		\$ 165,076.70	Monthly elect. Pymt. 4/13
5/20/2013	PNC Electric Utility Account	8015731646	\$ 82,440.00	NextEra Energy Power Mktg.		\$ 82,440.00	Monthly pool costs for elect. dist.
5/23/2013	PNC Electric Utility Account	8015731646	\$ 42,551.03	PJM Settlement Inc.		\$ 42,551.03	Weekly elect. Pymt. 5/9-5/15/13
			\$ 1,593,820.39			\$ 1,593,820.39	