

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	
	449,822.36
Total Revenues	\$ 16,709,606.56

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	787,235.29
Total Appropriations	\$ 16,709,606.56

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 ~~June~~ 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

10/11 JUE

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

BOBARB, 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 264.1.

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 Jonathon 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 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.D1, 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 introduced 2013 Municipal Budget has not been finally adopted; and

WHEREAS, additional emergency temporary budget appropriations are required for the normal operation of the government and NJSA 40A:4-20 allows for the creation of emergency temporary appropriations.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED (not less than two-thirds of all members thereof affirmatively consenting) that in accordance with the provisions of NJSA 40A:4-20 emergency appropriations be made for:

CURRENT FUND
WITHIN "CAPS

FROM

TO

DEPARTMENT

GENERAL GOVERNMENT FUNCTIONS:

GENERAL ADMINISTRATION

Salaries and Wages	\$ 70,000.00	\$170,000.00
Other Expenses	\$ 6,000.00	\$ 8,000.00
Cable Television	\$ 6,000.00	\$ 8,000.00

HUMAN RESOURCES

Other Expense	\$ 30,000.00	\$40,000.00
---------------	--------------	-------------

MAYOR AND COUNCIL

Salaries and Wages	\$ 18,000.00	\$23,000.00
Other Expenses	\$ 8,000.00	\$15,000.00

BOROUGH CLERK

Salaries and Wages	\$ 60,000.00	\$80,000.00
Other Expenses	\$ 11,000.00	\$15,000.00
Codification of Ordinances	\$ 5,000.00	\$ 6,000.00

ELECTIONS

Salaries and Wages	\$ 2,000.00	\$ 3,500.00
Other Expenses	\$ 4,000.00	\$ 5,500.00

FINANCIAL ADMINISTRATION

Salaries and Wages	\$ 60,000.00	\$75,000.00
Other Expenses	\$ 30,000.00	\$40,000.00

	<u>FROM</u>	<u>TO</u>
COLLECTION OF TAXES		
Salaries and Wages	\$ 40,000.00	\$ 39,000.00
Other Expenses	\$ 16,000.00	\$ 20,000.00
ASSESSMENT OF TAXES		
Salaries and Wages	\$ 16,000.00	\$ 25,000.00
Other Expenses	\$ 10,000.00	\$ 15,000.00
LEGAL SERVICES		
Other Expenses	\$ 60,000.00	\$ 80,000.00
<u>LAND USE ADMINISTRATION:</u>		
PLANNING BOARD		
Salaries and Wages	\$ 3,000.00	\$ 3,705.00
Other Expenses	\$ 7,500.00	\$ 7,000.00
BOARD OF ADJUSTMENT		
Salaries and Wages	\$ 12,000.00	\$ 20,000.00
Other Expenses	\$ 5,000.00	\$ 10,000.00
INSURANCE		
Liability Insurance	\$ 190,000.00	\$ 184,000.00
Group Health	\$ 730,000.00	\$1,200,000.00
<u>PUBLIC SAFETY FUNCTIONS:</u>		
POLICE		
Salaries and Wages	\$1,800,000.00	\$2,750,000.00
Other Expenses	\$ 65,000.00	\$ 100,000.00
SPECIAL POLICE		
Salaries and Wages	\$ 16,000.00	\$ 22,000.00
Other Expenses	\$ 4,000.00	\$ 5,000.00
POLICE DISPATCH/911		
Salaries and Wages	\$ 110,000.00	\$160,000.00
EMERGENCY MANAGEMENT		
Other Expenses	\$ 5,000.00	\$ 6,000.00

	<u>FROM</u>	<u>TO</u>
VOLUNTEER FIRE DEPARTMENT		
Other Expenses	\$ 50,000.00	\$ 75,000.00
EMERGENCY MEDICAL SERVICES		
Other Expenses	\$ 20,000.00	\$ 30,000.00
FIRE PROTECTION BUREAU		
Other Expenses	\$ 1,500.00	\$ 2,000.00
MUNICIPAL COURT		
Salaries and Wages	\$ 96,000.00	\$135,000.00
Other Expenses	\$ 5,000.00	\$ 9,000.00
MUNICIPAL PROSECUTOR		
Other Expenses	\$ 8,000.00	\$ 13,000.00
CODE ENFORCEMENT		
Salaries and Wages	\$ 40,000.00	\$ 42,000.00
Other Expenses	\$ 3,000.00	\$ 2,650.00
<u>PUBLIC WORKS FUNCTIONS:</u>		
ROAD REPAIRS & MAINTENANCE		
Salaries and Wages	\$250,000.00	\$550,000.00
Other Expenses	\$ 75,000.00	\$ 90,000.00
GARBAGE AND TRASH REMOVAL		
Salaries and Wages	\$350,000.00	\$550,000.00
Other Expenses	\$ 30,000.00	\$ 35,000.00
PUBLIC BUILDING & GROUNDS		
Other Expenses	\$ 65,000.00	\$125,000.00
VEHICLE MAINTENANCE		
Salaries and Wages	\$ 55,000.00	\$ 80,000.00
Other Expenses	\$115,000.00	\$200,000.00
Lease/purchase of Police Cars	\$ 0.00	\$ 53,500.00

	<u>FROM</u>	<u>TO</u>
<u>HEALTH AND HUMAN SERVICES FUNCTIONS:</u>		
BOARD OF HEALTH		
Salaries and Wages	\$ 5,500.00	\$ 10,000.00
Other Expenses	\$ 9,500.00	\$ 10,500.00
County Health Program	\$ 44,000.00	\$ 58,686.00
OFFICE ON AGING		
Salaries and Wages	\$ 65,000.00	\$100,000.00
Other Expenses	\$ 9,500.00	\$ 15,000.00
ANIMAL CONTROL		
Other Expenses	\$ 20,000.00	\$ 22,000.00
<u>PARKS AND RECREATION FUNCTIONS:</u>		
RECREATION		
Salaries and Wages	\$ 60,000.00	\$ 65,000.00
Other Expenses	\$ 8,000.00	\$ 12,000.00
MAINTENANCE OF PARKS		
Salaries and Wages	\$140,000.00	\$220,000.00
Other Expenses	\$ 20,000.00	\$ 25,000.00
CELEBRATION OF PUBLIC EVENTS, ANNIVERSARY OR HOLIDAY		
Fireworks	\$ 11,000.00	\$ 10,000.00
UTILITY EXPENSES AND BULK PURCHASES		
Telephone	\$ 45,000.00	\$ 64,000.00
Heating Oil	\$ 40,000.00	\$ 45,000.00
Gasoline	\$ 70,000.00	\$100,000.00
Postage	\$ 20,000.00	\$ 30,000.00
Office Supplies	\$ 17,000.00	\$ 30,000.00
Computer Maintenance	\$ 15,000.00	\$ 25,000.00
SEWER DEPARTMENT		
Salaries and Wages	\$ 40,000.00	\$ 60,000.00
Other Expenses	\$ 20,000.00	\$ 25,000.00
LANDFILL/SOLID WASTE DISPOSAL		
Sanitary Landfill Contract	\$265,000.00	\$450,000.00

	<u>FROM</u>	<u>TO</u>
<u>Appropriation offset by Dedicated Revenues:</u>		
Uniform Construction Code		
Salaries and Wages	\$ 90,000.00	\$135,000.00
Other Expenses	\$ 5,000.00	\$ 7,500.00
Accumulated Absences	\$ 0.00	\$ 35,000.00
<u>Statutory Expenditures:</u>		
Social Security	\$ 150,000.00	\$250,000.00
Total Operations within "CAPS"	<u>\$7,309,999.00</u>	<u>\$10,510,040.00</u>
<u>EXCLUDED FROM "CAPS"</u>		
County Sewerage Authority Contract	\$600,000.00	\$900,000.00
Maintenance of Free Public Library	\$225,000.00	\$350,000.00
<u>Interlocal Municipal Service Agreements:</u>		
M.C.I.A. – Recycling	\$ 100,000.00	\$150,000.00
Radio Safety Communications System	\$ 12,000.00	\$ 20,000.00
<u>Debt Service:</u>		
NJDEP Wastewater Trust Principal-Federal:	\$ 3,599.00	\$ 22,339.00
Interest-State	\$ 5,293.00	\$ 11,882.00
Principal-State	\$ 0.00	\$ 25,000.00
Total – Outside "CAPS":	<u>\$1,195,757.00</u>	<u>\$1,729,086.00</u>
Total Current Fund Appropriations	<u>\$ 8,505,756.00</u>	<u>\$12,239,126.00</u>
<u>ELECTRIC UTILITY</u>		
<u>Operating:</u>		
Salaries and Wages	\$ 700,000.00	\$1,200,000.00
Purchase of Power	\$3,750,000.00	\$6,500,000.00
Operating	\$ 300,000.00	\$ 375,000.00
Accumulated Absences	\$ 30,000.00	\$ 50,000.00
<u>Statutory Expenditures:</u>		
Social Security	\$ 70,000.00	\$ 85,000.00
Total Electric Utility Appropriations:	<u>\$6,300,262.00</u>	<u>\$9,660,262.00</u>

	<u>FROM</u>	<u>TO</u>
<u>WATER UTILITY</u>		
<u>Operating:</u>		
Salaries and Wages	\$ 350,000.00	\$ 600,000.00
Purchase of Water	\$ 450,000.00	\$ 800,000.00
Operating	\$ 140,000.00	\$ 200,000.00
Office/Administrative	\$ 10,000.00	\$ 15,000.00
Professional Services	\$ 50,000.00	\$ 90,000.00
Accumulated Absences	\$ 0.00	\$ 20,000.00
 <u>Capital Improvements:</u>		
Capital Outlay	\$ 75,000.00	\$ 100,000.00
 <u>Debt Service:</u>		
Wastewater – Year 2000-State-Interest	\$ 0.00	\$ 69,317.00
Wastewater – Year 2000-State-Principal	\$ 0.00	\$145,000.00
Wastewater – Year 2000-Federal-Principal	\$ 22,350.00	\$134,071.00
 <u>Statutory Expenditures:</u>		
Social Security	\$ 35,000.00	\$ 50,000.00
Unemployment	\$ 8,000.00	\$ 13,000.00
 Total Water Utility Appropriations:	 \$ <u>1,872,858.00</u>	 \$ <u>2,968,896.00</u>
 <u>PARKING UTILITY</u>		
<u>Operating:</u>		
Salaries and Wages	\$ 12,000.00	\$ 20,000.00
 <u>Capital Improvements:</u>		
Capital Outlay	\$ 0.00	\$ 5,000.00
 Total Parking Utility Appropriations:	 \$ <u>22,500.00</u>	 \$ <u>35,500.00</u>

DATED: JUNE 10, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

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

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

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

<u>ACCOUNT #</u>	<u>PAYABLE TO:</u>	<u>AMOUNT OF CHECK</u>
65-999-873-863 CD	ISAIAS ANORVE 10 VIRGINIA ST SOUTH RIVER, NJ 08882	\$111.92
65-999-860-443 CD	DANIELLE BYRNES 63 SOUTHWOOD DR OLD BRIDGE, NJ 08857	\$167.75
65-999-855-735 CD	BRIAN COLE 15 BRIGHT ST SOUTH RIVER, NJ 08882	\$100.79
65-999-856-296 CD	DANIEL CRUZ & KEVIN KOPLIN 125 LOUISVILLE AVE NEPTUNE, NJ 07753	\$217.91
65-999-932-196 CD	FOUST COUTURE 30 KATHERINE ST SOUTH RIVER, NJ 08882	\$95.34
65-999-861-576 CD	JONATHAN HARRIS RIVERVIEW DR H4 SOUTH RIVER, NJ 08882	\$32.38
65-999-946-991 CD	MAREZ UNISEX HAIR DESIGN C/O MOUSSA BASSALY 65 MAIN ST SOUTH RIVER, NJ 08882	\$521.15
65-999-000-196 CD	AMY MONDADORI 50 OLD FORGE LANE BERKLEY HEIGHTS, NJ 07922	\$245.09
65-999-854-833 CD	TERESA & WILMER MORENO 74 JACKSON ST 1 ST FL SOUTH RIVER, NJ 08882	\$218.76
65-999-854-514 CD	PEDRO PEREIRA 9 ESSEX ST SOUTH RIVER, NJ 08882	\$301.68
65-999-859-321 CD	ROBERT & ROBIN THOMAS 20 BURTON AVE SOUTH RIVER, NJ 08882	\$147.13

65-999-894-081 CD

MARIO & ELIZABETE ZARGO
108 HILLSIDE AVE
SOUTH RIVER, NJ 08882

\$68.50

DATED: JUNE 10, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, The following properties listed below applied for tax exempt status under the provisions for a total disabled veteran status in accordance with N.J.S.A. 54:4-3.30et seq, and

WHEREAS, the Tax Assessor reviewed and approved the application for the 2012 & 2013 tax year, and

WHEREAS, the Tax Collector is recommending that taxes for 2012 & 2013 be cancelled and refunded accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of South River, County of Middlesex, State of New Jersey, that the Tax Collector cancel and refund the 2012 & 2013 taxes in accordance with the following schedule:

<u>Block Lot</u>	<u>Property Location:</u>	<u>Amount</u>
187 5	32 Claremont Ave	\$2,281.54 Refund

DATED: JUNE 10, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

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

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

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

<u>Block</u>	<u>Lot</u>	<u>Reason</u>	<u>Name& Address</u>	<u>Property Location</u>	<u>Amount</u>
118	6	Overpayment	Marcia Silva 44 Colfax St South River, NJ 08882	44 Colfax St.	\$1633.67
118	6.1	Overpayment	Marcia Silva 44 Colfax St South River, NJ 08882	Colfax St.	\$75.55

DATED: JUNE 10, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RES:2013-222

JUNE 10, 2013

RESOLUTION

BE IT AND IT IS HEREBY RESOLVED, by the Mayor and Borough Council of the Borough of South River that the appropriate Borough officials are hereby authorized to execute the retirement/separation agreement, copy attached, with Janice Coyle, Crossing Guard of the Borough of South River.

DATED: JUNE 10, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

SEPARATION AGREEMENT & GENERAL RELEASE

WHEREAS, Janice Coyle is eligible to retire as a Crossing Guard from the Borough of South River effective June 22, 2013 and

WHEREAS, the Borough of South River and Janice Coyle desire to set forth the terms of Janice Coyle's retirement from the Borough in this Separation Agreement & General Release:

THEREFORE, the Borough and Crossing Guard Coyle hereby agree as follows:

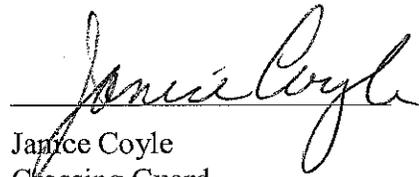
1. Crossing Guard Coyle shall retire from the Borough effective June 22, 2013.
2. Crossing Guard Coyle shall be paid for her accrued but unused sick days. Crossing Guard Coyle will be paid for 10 days (or 40 hours) of accrued but unused sick time for a total payment of \$800.00, which shall be paid in one payroll check commencing with the first payroll in July 2013.
3. The parties agree and understand that this Separation Agreement & General Release 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 Separation Agreement and General Release, which Crossing Guard Coyle may have relating to her employment with the Borough, and Crossing Guard Coyle hereby releases any and all such claims, rights and causes of action or similar rights of any type, against the Borough.
4. This Separation Agreement and General Release contain the entire agreement between the parties regarding Crossing Guard Coyle's retirement from the Borough. Any prior agreements, understandings, representations, oral agreements and writings are expressly superseded by this Separation Agreement and General Release and are of no force and effect.
5. Crossing Guard Coyle acknowledges that she has read and fully understands all of the provisions of this Separation Agreement & General Release and that it is accurate and fully reflects the agreement between the parties regarding her retirement from the Borough. Crossing Guard Coyle further acknowledges and agrees that she has had an opportunity to review the terms of the Separation Agreement & General Release with an attorney of her choosing.

6. Should any of the provisions of this Separation 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 Separation 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.



Frederick Carr
Borough Administrator

Dated: 30 May 2013



Janice Coyle
Crossing Guard

Dated: 5-28-13

RES:2013-223

JUNE 10, 2013

RESOLUTION

I, John M. Krenzel, Mayor, with the advice and consent of the Council of the Borough of South River, do hereby approve the reclassification of Jan Petrik as 1st Class Lineman, at the rate of \$37.60/hour, plus longevity, per the IBEW Local 1303 contract, effective as of May 23, 2013.

DATED: JUNE 10, 2013

/s/ _____
John M. Krenzel, Mayor

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, the Borough Attorney and Business Administrator have reviewed the minutes of 2013 closed sessions held by the governing body 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 below listed minutes of 2013 closed sessions are hereby approved and the Borough Clerk is authorized to release same.

- January 14, 2013
- January 28, 2013
- February 11, 2013
- February 25, 2013
- March 11, 2013
- March 25, 2013
- April 8, 2013
- April 22, 2013

DATED: JUNE 10, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

WHEREAS, Arcari and Iovino Architects, P.C. were authorized on March 25, 2013 to assist the Borough of South River with repairs to the Human Services Building, located at 55 Reid Street, Block 90, Lot 8.1 in the Borough of South River; and

WHEREAS, Arcari and Iovino Architects, P.C. had submitted the original proposal, dated March 18, 2013, copy attached, for the design, preparation of documents, bidding and construction phases for the Human Services Building repair project at a cost of \$16,700.00;

WHEREAS, after review with the Borough Engineer and Borough Administrator, it was determined that it would be more efficient to expand the scope of the original proposal, as outlined in the Architect's letter dated May 24, 2013, copy attached, which will increase the total cost for architectural services to \$27,700.00.

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, State of New Jersey that the adjusted fee for architectural services in the amount of \$27,700.00 submitted by for Arcari and Iovino Architects, P.C. for the Human Services Building repair project is hereby approved.

DATED: JUNE 10, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

One Katherine Street
Little Ferry, NJ 07643

tel: 201.641.0600
fax: 201.641.0626

www.aiarchs.com

arcari iovino

ARCHITECTS P.C.

May 24, 2013

Frederick C. Carr, Borough Administrator
Borough of South River
48 Washington Street
South River, NJ 08882

Re: Human Services Building
Storm Damage Repairs – Engineering Services

Dear Mr. Carr,

As explained in our March 18th proposal letter, the scope of the engineering portion of our services was limited to certain interior elements such as the elevator equipment and basic lighting and outlets. During our recent visit with your office and CME, it was decided that it would be more efficient to expand the exterior related items to our engineer's scope.

The following items were added to our scope:

1. HVAC condenser replacements and related electrical wiring and piping
2. A new platform to raise the HVAC condensers above the flood plain
3. Wiring from the new generator to the building (designed by CME)
4. Design of two replacement HVAC units at the lower level and related ductwork
5. New water heater
6. Relocation of lower level electrical panel above flood plain
7. Electrical design to tie new service panels (by CME) to existing panel circuits

The fee for these additional engineering and related architectural design and coordination items is Eleven Thousand Dollars (\$11,000). This includes one additional site visit during construction and related construction period administration tasks. Our original fee was Sixteen Thousand Seven Hundred Dollars (\$16,700.00). Therefore the adjusted fee will now total Twenty Seven Thousand Seven Hundred Dollars (\$27,700).

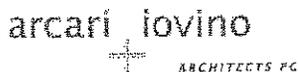
We can begin these additional services as soon as we are authorized to do so by the Borough. The bidding documents can be readied within 2 weeks of your written authorization.

Sincerely,



Anthony Iovino, AIA
Arcari + Iovino Architects, P.C.

PAT
Agenda June 2013
16
Include original proposal



One Katherine Street
Little Ferry, NJ 07643

tel: 201.641.0600
fax: 201.641.0626

www.aiarchs.com

March 18, 2013

Frederick C. Carr, Borough Administrator
Borough of South River
48 Washington Street
South River, NJ 08882

Re: Human Services Building
Storm Damage Repairs

Dear Mr. Carr,

It was a pleasure to meet you again earlier this month. Our walk through the Human Services Building at 55 Reid Street was helpful for me to understand the magnitude of the damage. My office is prepared to help the Borough plan the path forward for the repairs and mitigation of the flood damage.

The building sustained damage to the lower level interior and at exterior equipment. Our office will facilitate the interior and elevator improvements. As I understand, CME will address the exterior equipment as well as the electrical service relocation. The Borough will address the lower level HVAC units with their own vender. Our office will coordinate the interior layout with the work items by the Borough and CME.

The basement walls have been stripped of the gypsum panels approximately 3.5 feet up from the floor. The doors remain in place and appear in good condition. The metal studs appear in good condition except for certain areas at the rear of the building that have corroded. The source of the moisture in this area should be investigated and mitigated.

As we discussed, the Borough needs to make an informed decision as to the rebuilding of the lower level. The walls can either remain in the current configuration or be replanned for a more open layout. As well, the materials selected for the walls and flooring should be more resistant to water and mold growth. We would assist the Borough with this decision by evaluating the layout, materials and likely construction value for the improvements. Additionally, we may require assistance of an elevator vender to assess the damage to the pit and cab equipment.

To start the process we would revisit the building to confirm the conditions and take detailed photographs for our use. The basement floor plan would be drawn to scale and forwarded to your office for discussion regarding the future use of the basement space. We would sketch

alternate floor plan configurations based upon any change of use expected. Once the concept sketch is agreed upon we would evaluate the scope and likely costs for the improvements.

With the Borough's approval of the concept plan, we would prepare construction/permit drawings and specifications for the improvements. The construction work is expected to be publically bid therefore we will prepare the 'front-end' documents for the Borough's review and use in the bidding process.

During the bidding process we will prepare copies of the bid sets for distribution to bidders and will be available to the bidders for any questions that might arise. We recommend and will conduct a pre-bid site visit to help clarify the scope of the work for the bidders. We will attend the bid opening and will review the bids to help determine the lowest responsible bidder.

During the construction our office will visit the site on 4 occasions including the pre-construction conference with the selected contractor and a punch-list review. We will review product submittals and shop drawings as well as the contractor's monthly payment applications.

Our fee for this project and the services outlined above is Sixteen Thousand Seven Hundred Dollars (\$16,700.00). Services above and beyond these can be provided on an hourly basis. Printing and shipping costs will be billed to the Borough at our costs for the project.

We can begin these services as soon as we are authorized to do so by the Borough. We anticipate that the bidding documents can be readied within 6 weeks of authorization. In order to expedite the startup, I have attached a contract form that supplements this letter of proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Iovino', written in a cursive style.

Anthony Iovino, AIA
Arcari + Iovino Architects, P.C.

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 CME Associates is authorized to provide design and construction administration services for work relating to the construction of the Truck Wash Pad at the Public Works Facility, as outlined in the Borough Engineer's letter dated March 18, 2013, for a cost not to exceed \$4,850.00.

DATED: JUNE 10, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION TO AUTHORIZE THE SETTLEMENT OF BAIL FORFEITURE MOTION

WHEREAS, the South River Municipal Court has forfeited the following bail bond:

State v. Quran Nickerson
Docket Number: W2006-000404
Power #: IS6K-590874
Bond Amount: \$620.00
Surety: International Fidelity Ins. Co.
Proposed Settlement: \$200.00

WHEREAS, subsequent to the forfeiture, the defendant has appeared in South River Court;

WHEREAS, the surety has filed a motion to vacate the forfeiture;

WHEREAS, in lieu of having the motion proceed before the Municipal Court, the Borough and the Surety propose the above settlement;

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 referenced motion to vacate bail forfeiture be settled for the amount proposed above, subject to the approval of the Judge of the Municipal Court, with the surety to pay the settlement in full within 30 days of the date that an Order confirming this settlement is signed by the Judge of the Municipal Court.

BE IT FURTHER RESOLVED that the Borough Attorney is hereby authorized and directed to execute a consent order memorializing the terms of this settlement.

DATED: JUNE 10, 2013

/s/ _____
Councilmember

/s/ _____
Councilmember

RESOLUTION

I, John M. Krenzel, Mayor, with the advice and consent of the Council of the Borough of South River, do hereby appoint the following to positions in the Recreation Department effective as of this date.

Summer Recreation Counselors

Taylor Wolf	\$8.50/hr
Katherine Dezarlo	\$8.50/hr
Cheyenne Curtin	\$8.50/hr
Cassasndra Szegeti	\$8.50/hr
Tyron Suydan	\$8.50/hr
Gianna Barritta	\$8.00/hr
Samantha Lange	\$8.00/hr
Tyler Lawnick	\$8.00/hr
Allessandra Nigro	\$8.00/hr
Emily Obergon	\$8.00/hr
Abigail Kolb	\$8.00/hr
Solange Bilbao	\$8.00/hr
Sean Darrar	\$8.00/hr
Emilie Geesey	\$8.00/hr
Tyler Harris	\$8.00/hr

DATED: JUNE 10, 2013

/s/ _____
John M. Krenzel, Mayor

/s/ _____
Councilmember

/s/ _____
Councilmember

RES: 2013-229

JUNE 10, 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 \$263,484.17 and previously paid claims in the amount of \$49,230.55, 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: JUNE 10, 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
A0128 JOSEPH E. HOLMAN	13-01275	05/09/13	A/C / Alternator Repairs	Open	417.95	0.00		
A0153 AHOLD USA, INC.	13-01269	05/09/13	Food Bank Reimbursements	Open	637.60	0.00		
A0305 ALLIED OIL COMPANY LLC	13-01489	05/30/13	Fuel Del 5/23/13	Open	6,104.01	0.00		
A0501 ARAMSCO, INC.	13-00942	04/02/13	Fitting for Boat	Open	136.85	0.00		
ADP001 ADP, INC.	13-01375	05/15/13	SERVICE FOR P.E. 5/05/13	Open	458.21	0.00		
AMER001 AMERICAN LEGION POST 214	13-01525	05/31/13	OOA May Rental Fee	Open	1,000.00	0.00		
ANOR01 ISAIAS ANORVE	13-01453	05/29/13	CD REFUND	Open	111.92	0.00		
B0764 PAT BARA	13-01465	05/29/13	Refund Green-Wood Exhibit 6/5	Open	11.00	0.00		
B0876 KIM BELL	13-01561	06/06/13	Miscellaneous OOA Expenses	Open	444.74	0.00		
B0903 C BENTLEY'S CAR WASH	13-01445	05/24/13	MONTHLY CAR WASHES	Open	109.50	0.00		
B0952 BIGNELL PLANNING CONSULTANTS	13-01450	05/29/13	SOARES, R. #1365	Open	488.75	0.00		
	13-01451	05/29/13	DIAS, N. #1416	Open	46.25	0.00		
	13-01522	05/30/13	E. ANDRE #1402	Open	83.75	0.00		
	13-01550	06/05/13	SIMOES, J. #1433	Open	218.75	0.00		
					<u>837.50</u>			
B0960 BLUE CROSS/BLUE SHIELD OF NJ	13-01516	05/30/13	DENTAL INS. FOR 6/13	Open	8,327.48	0.00		
B1052 BOB'S SIGN ART CENTER	13-01381	05/15/13	2 BANNERS FOR LINCOLN SCHOOL	Open	70.00	0.00		
BRILL01 DERYS BRILL	13-01153	04/25/13	Reimburse Coaching Class	Open	35.00	0.00		
BYR01 DANIELLE BYRNES	13-01454	05/29/13	CD REFUND	Open	167.75	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
C1268 MARRIOTT, CALLAHAN, BLAIR &	13-01452	05/29/13	DIAS, N. #1416	Open	466.50	0.00		
C1336 CENTRAL JERSEY SECURITY, CORP.	13-01388	05/20/13	Annual Fire Alarm Inspection	Open	95.00	0.00		
	13-01389	05/20/13	Annual Fire Alarm Inspection	Open	95.00	0.00		
					<u>190.00</u>			
C1482 CME ASSOCIATES	13-01043	04/10/13	NJDEP STORM WATER REPORT	Open	347.50	0.00		B
	13-01254	05/06/13	REHAB JACKSON/WILLIAM ST. PUMP	Open	15,042.50	0.00		B
	13-01255	05/06/13	55 REID ST.GENERATOR/HVAC/ELEC	Open	2,338.00	0.00		B
	13-01521	05/30/13	E. ANDRE #1402	Open	105.00	0.00		
	13-01549	06/05/13	SIMOES, J. #1433	Open	280.00	0.00		
	13-01572	06/06/13	KAMM AVE. IMPROVEMENTS PH 11	Open	1,729.00	0.00		
	13-01573	06/06/13	INSPECT CURBS	Open	550.00	0.00		
	13-01574	06/06/13	SANTOS VARIANCE #1292	Open	35.00	0.00		
	13-01575	06/06/13	PATA MINOR SUB. # 1296	Open	110.00	0.00		
	13-01576	06/06/13	MATOS VAR. #1398	Open	105.00	0.00		
	13-01577	06/06/13	CURRY VARIANCE #1419	Open	35.00	0.00		
	13-01578	06/06/13	DICEPOLO BULK VAR. #1435	Open	119.00	0.00		
	13-01579	06/06/13	SUCHCICKI VAR. #1424	Open	98.00	0.00		
	13-01580	06/06/13	WASSING USE VAR. # 1404	Open	108.50	0.00		
	13-01581	06/06/13	LATOSH VAR. #1286	Open	178.50	0.00		
	13-01582	06/06/13	DAVINO VAR. #1436	Open	119.00	0.00		
	13-01583	06/06/13	DAVILA BULK VAR. # 1439	Open	122.50	0.00		
	13-01584	06/06/13	KARANIEWSKI SOIL & GRADE #1441	Open	497.00	0.00		
	13-01586	06/06/13	MACHINERY CENTER #1438	Open	84.00	0.00		
					<u>22,003.50</u>			
C1510 COMCAST	13-01510	05/30/13	SERVICE FOR 6/01-6/30/13	Open	79.91	0.00		
	13-01519	05/30/13	SERVICE FOR 6/1-6/30/13	Open	344.80	0.00		
					<u>424.71</u>			
C1652 CUSTOM BANDAG INC	13-01295	05/09/13	Tire #759 G622 11R22.5	Open	426.43	0.00		
COLE02 BRIAN COLE	13-01455	05/29/13	CD REFUND	Open	100.79	0.00		
COU02 FOUST COUTURE	13-01457	05/29/13	CD REFUND	Open	95.34	0.00		
CRUZ02 DANIEL CRUZ & KEVIN KOPLIN	13-01456	05/29/13	CD REFUND	Open	217.91	0.00		
D1789 DELL MARKETING LP	13-01228	05/06/13	Printer Ink Cartridges	Open	375.03	0.00		
	13-01229	05/06/13	Printer Ink Cartridges	Open	686.31	0.00		
	13-01230	05/06/13	Printer Ink Cartridges	Open	686.31	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
D1789	DELL MARKETING LP			Continued				
	13-01293	05/09/13	Dell Printer Toner	Open	<u>518.90</u>	0.00		
					2,266.55			
D1862	DISCOVERY BENEFITS, INC.							
	13-01391	05/20/13	FSA MONTHLY FOR 5/13	Open	41.66	0.00		
DUN001	DUNCAN PARKING TECH, INC.							
	13-01185	04/26/13	90D SINGLE SPACE METER & PARTS	Open	1,213.20	0.00		
E2025	REINA TIRE SERVICE INC							
	13-01178	04/26/13	Flat Repairs-May	Open	297.29	0.00		
E2039	TOWNSHIP OF EAST BRUNSWICK							
	13-01477	05/29/13	WATER SERVICE FOR 4/1-5/1/13	Open	71,403.90	0.00		
E2040	TOWNSHIP OF EAST BRUNSWICK							
	13-01468	05/29/13	RADIO COMMUNICATION FOR 6/13	Open	2,970.01	0.00		
E2366	EMERGENCY SERVICES SYSTEMS, INC							
	13-00905	03/26/13	Green Command Lites-Unit #7	Open	829.00	0.00		
E2501	RICHARD LEONARD							
	13-01396	05/20/13	Soccer Trophies & Plaques	Open	356.10	0.00		
	13-01397	05/20/13	Hockey Trophies	Open	493.85	0.00		
	13-01398	05/20/13	Softball Trophies & Plaques	Open	302.55	0.00		
	13-01399	05/20/13	Baseball Trophies	Open	<u>113.05</u>	0.00		
					1,265.55			
F2810	FIRE APPARATUS REPAIR, INC.							
	13-00577	02/22/13	Repairs to LT#1-Air Horn	Open	308.00	0.00		
	13-01302	05/09/13	Repairs to Engine #4	Open	<u>476.00</u>	0.00		
					784.00			
F2826	FINGER'S RADIATOR HOSPITAL INC							
	13-01410	05/23/13	Radiator Repair	Open	590.00	0.00		
F2835	FIRE FIGHTERS EQUIPMENT CO.							
	12-02497	09/19/12	custom boots	Open	675.00	0.00		
	13-01265	05/09/13	REPLACEMENT EQUIPMENT	Open	<u>971.00</u>	0.00		
					1,646.00			
F2849	FLEETWASH, INC.							
	13-01055	04/15/13	Wash Boro Trucks	Open	480.00	0.00		
	13-01170	04/26/13	Wash Boro Trucks	Open	<u>360.00</u>	0.00		
					840.00			
F2871	FOREMOST FIRE PROTECTION LLC							
	13-01392	05/20/13	2nd Qtr-Backflow Testing	Open	575.00	0.00		
F2927	DONNA M. FRICKE							
	13-01524	05/31/13	May Exercise Classes	Open	490.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
F2928 FREEHOLD FORD INC.								
	13-01090	04/18/13	Repairs to Vehicles-BLANKET	Open	2,614.54	0.00		
	13-01272	05/09/13	Credits for Core Returns	Open	<u>86.00</u>	0.00		
					2,528.54			
G3051 GASKO FARM & NURSERY								
	13-01093	04/18/13	Flowers for Boro Bldg/Planters	Open	353.25	0.00		
G3062 GEMINI GROUP, LLC.								
	13-00123	01/18/13	Water Quality Report-2012 CCR	Open	4,726.58	0.00		
G3271 GREATER MEDIA NEWSPAPER								
	13-00102	01/17/13	Rabies Clinic Ad 2013	Open	342.00	0.00		
H3461 ZAYDA HARRIS								
	13-01422	05/23/13	Zumba 5/20/13 (1)Class	Open	35.00	0.00		
H3708 HOME DEPOT								
	13-00836	03/21/13	Various Supplies-BLANKET	Open	460.50	0.00		
H3719 HOME NEWS TRIBUNE								
	13-01214	05/03/13	DECISION OF ZONING BD 4/30/13	Open	25.48	0.00		
	13-01512	05/30/13	2013 Budget Amendment	Open	653.44	0.00		
	13-01515	05/30/13	Ord. 2013-10 - intro	Open	<u>59.80</u>	0.00		
					738.72			
H3739 HOSE SHOP								
	13-01390	05/20/13	Hose Repairs for vehicles	Open	75.20	0.00		
HARR02 JONATHAN HARRIS								
	13-01458	05/29/13	CD REFUND	Open	32.38	0.00		
JOH100 JOHNNY'S LANDSCAPING SERVICE								
	13-01558	06/05/13	Property Maintenance	Open	1,530.00	0.00		
K4811 KENNETH L. BERG								
	13-01447	05/24/13	Clutch Assembly-Mower	Open	386.10	0.00		
KOSA01 JOYCE KOSA								
	13-01466	05/29/13	Refund Green-wood Exhibit 6/5	Open	11.00	0.00		
	13-01478	05/29/13	Refund/cancel Sc1ptrGrdn 5/29	Open	<u>10.00</u>	0.00		
					21.00			
KUE001 GEORGE & ELIZABETH KUEBLER								
	13-01470	05/29/13	Refund Green-wood Exhibit 6/5	Open	22.00	0.00		
L5187 LEE'S AUTO PARTS INC.								
	13-01174	04/26/13	Auto Parts-May	Open	5,491.67	0.00		
L5256 LINCOLN FINANCIAL GROUP								
	13-01517	05/30/13	GTD, LIFE & ADD FOR 6/13	Open	1,864.76	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
L5310 LOMBARDI & LOMBARDI PA								
	13-01520	05/30/13	E.ANDRE #1402	Open	224.00	0.00		
	13-01548	06/05/13	SIMOES, J. #1433	Open	140.00	0.00		
	13-01585	06/06/13	MACHINERY CENTER #1438	Open	<u>119.00</u>	0.00		
					483.00			
L5323 GEORGE LOGAN TOWING, INC.								
	13-01413	05/23/13	Tow OEM Vehicle-MVA	Open	110.00	0.00		
LANG013 MARC LANGE								
	13-01533	05/31/13	Hockey Ref 5/30/13 (1)Game	Open	35.00	0.00		
M5421 W.B.MASON CO.								
	13-01443	05/23/13	Office Supplies- B/G Supplies	Open	665.88	0.00		
M5443 MAIN STREET FLORIST								
	13-01428	05/23/13	MISC. - MEMORIAL FLOWERS	Open	200.00	0.00		
	13-01438	05/23/13	Memorial Day Flowers - M/C	Open	<u>235.00</u>	0.00		
					435.00			
M5708 MIDDLESEX COUNTY TREASURER								
	13-00939	03/28/13	2013 HEALTH AID	Open	14,671.46	0.00		
M5713 MIDD.CTY.IMPROVEMENT AUTHORITY								
	13-01426	05/23/13	Yardwaste Collection-April	Open	2,866.09	0.00		
	13-01427	05/23/13	Comingle Collection-April	Open	<u>11,166.96</u>	0.00		
					14,033.05			
M5775 L-3 COM MOBILE VISION, INC.								
	13-01236	05/06/13	MVD-DVD MEDIA	Open	374.50	0.00		
MAREZ01 MAREZ UNISEX HAIR DESIGN								
	13-01459	05/29/13	CD REFUND	Open	521.15	0.00		
MIES01 CHARLES MIESZKUC								
	13-01531	05/31/13	REFUND OF TAXES-DISABILED VET	Open	2,281.54	0.00		
MODE01 MODERN HANDLING EQUIP.CO.OF								
	13-00886	03/26/13	Diag. Pressures LW110	Open	694.06	0.00		
MOND02 AMY MONDADORI								
	13-01460	05/29/13	CD REFUND	Open	245.09	0.00		
MORE01 TERESA & WILMER MORENO								
	13-01461	05/29/13	CD REFUND	Open	218.76	0.00		
N6040 NJ DIV. OF ALCOHOLIC BEVERAGE								
	13-01514	05/30/13	2013-14 Liq Lic Renewal Apps	Open	102.00	0.00		
N6066 ROBERT RAMSEY								
	13-01291	05/09/13	DWI Legal Update Training	Open	129.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
N6102 NJ STATE ASSN CHIEFS OF POLICE	13-01222	05/06/13	Annual Training Conference Fee	Open	295.00	0.00		
N6179 NORTHERN TOOL & EQUIPMENT	13-00539	02/22/13	NEW VEHICLE EQUIPMENT	Open	380.76	0.00		
N6184 JAMES P. NOLAN AND ASSOCIATES	13-01589	06/07/13	MO.RETAINER/LEGAL SVS.5/13	Open	6,475.00	0.00		
NCH001 NCH CORPORATION/ PARTS MASTER	13-01204	05/01/13	Various Nuts & Bolts	Open	218.37	0.00		
NJLM01 NJ ST LEAGUE OF MUNICIPALITIES	13-01513	05/30/13	NJLM MagazineSubscript 2013-14	Open	240.00	0.00		
O6508 ONE CALL CONCEPTS	13-01355	05/10/13	One Call Messages-April	Open	66.12	0.00		
O6648 ORIENTAL TRADING CO.	13-01364	05/15/13	2013 Firework Supplies	Open	188.99	0.00		
	13-01368	05/15/13	Summer Rec 2013 Supples	Open	382.53	0.00		
	13-01385	05/16/13	Summer Rec Supplies 2013	Open	365.74	0.00		
					<u>937.26</u>			
P7011 PERTH AMBOY SPRING	13-01401	05/20/13	Emergency Repair-Truck #26	Open	1,867.08	0.00		
P7142 POSITIVE PROMOTIONS, INC.	13-01358	05/10/13	Flashlight - Police Academies	Open	704.71	0.00		
P7162 PRESCRIPTION CORP.OF AMERICA	13-01566	06/06/13	PRESCRIPTION FOR 7/13	Open	43,951.26	0.00		
P7172 PRESNAL, CAROL E.	13-01467	05/29/13	Refund Green-wood Exhibit 6/5	Open	11.00	0.00		
P7209 PUBLIC SERVICE ELECTRIC & GAS	13-01449	05/29/13	SERVICE FOR 5/13	Open	11.27	0.00		
	13-01557	06/05/13	SERVICE FOR 5/13	Open	820.22	0.00		
					<u>831.49</u>			
PERE20 PEDRO PEREIRA	13-01462	05/29/13	CD REFUND	Open	301.68	0.00		
PINT013 DENNIS PINTO	13-01411	05/23/13	Hockey Ref 5/18/13 (3)Games	Open	105.00	0.00		
R7327 RAZOR PRINTING, INC.	13-01386	05/16/13	Municipal Alliance - Envelopes	Open	369.00	0.00		
R7329 V E RALPH & SON INC	13-01068	04/16/13	Medical Supplies	Open	4,542.92	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
R7485 RKD TREE SERVICE INC	13-01094	04/18/13	Mulch for Boro Buildings	Open	702.00	0.00		
S7690 SAMS CLUB	13-01511	05/30/13	OOA Events and Food Bank Exp.	Open	404.86	0.00		
S8108 STAR LEDGER	13-01559	06/06/13	Lincoln School Public Sale	Open	259.84	0.00		
S8199 STRYKER EMS	13-00973	04/03/13	STAIR-PRO & FOOT REST OPTION	Open	2,935.00	0.00		
S8251 SWIFT ELECTRICAL SUPPLY CO.	13-01243	05/06/13	Electrical Supplies-BLANKET	Open	183.92	0.00		
SIGNS01 SIGNS AND SAFETY DEVICES,LLC	13-01268	05/09/13	Various Signs	Open	999.92	0.00		
SILVA002 MARCIA SILVA	13-01532	05/31/13	REFUND OF TAX OVERPAYMENT	Open	1,709.22	0.00		
T8324 TAYLOR OIL CO INC.	13-01394	05/20/13	Fuel Del 05/02/13	Open	611.97	0.00		
	13-01424	05/23/13	Fuel Del 05/09/13	Open	<u>2,305.41</u>	0.00		
					2,917.38			
THOM02 ROBERT & ROBIN THOMAS	13-01463	05/29/13	CD REFUND	Open	147.13	0.00		
TK1 TK1 SOLUTIONS	13-01481	05/30/13	COMPUTER MEMORY UP GRADES	Open	1,449.84	0.00		
U8802 UNIFIRST CORPORATION	13-01183	04/26/13	Uniform Rental 05-21-13	Open	100.96	0.00		
	13-01184	04/26/13	Uniform Rental 05-28-13	Open	<u>137.81</u>	0.00		
					238.77			
V9004 VERIZON WIRELESS	13-01554	06/05/13	SERVICE FOR 5/24-6/23/13	Open	3,126.89	0.00		
V9008 VERIZON WIRELESS	13-01553	06/05/13	SERVICE FOR 5/24-6/23/13	Open	96.02	0.00		
V9027 VCI EMERGENCY VEHICLE, INC.	13-00481	02/19/13	PM #545	Open	3,175.96	0.00		
	13-00482	02/19/13	PM #544	Open	<u>1,069.83</u>	0.00		
					4,245.79			
w9328 WESCO DISTRIBUTION, INC.	13-01025	04/10/13	100w HPS Street Light Heads	Open	1,088.40	0.00		
ZAR02 MARIO & ELIZABETE ZARGO	13-01464	05/29/13	CD REFUND	Open	68.50	0.00		

Vendor # Name							
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type

Total Purchase Orders:	145	Total P.O. Line Items:	345	Total List Amount:	263,484.17	Total Void Amount:	0.00
------------------------	-----	------------------------	-----	--------------------	------------	--------------------	------

Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total
CURRENT FUND	2-01	738.85	0.00	738.85	0.00
CURRENT FUND	3-01	114,301.61	0.00	114,301.61	0.00
WATER UTILITY	3-02	90,692.16	0.00	90,692.16	0.00
ELECTRIC UTILITY	3-03	23,793.10	0.00	23,793.10	0.00
	3-12	342.00	0.00	342.00	0.00
	3-15	2,228.40	0.00	2,228.40	0.00
PARKING UTILITY	3-20	1,213.20	0.00	1,213.20	0.00
Year Total:		232,570.47	0.00	232,570.47	0.00
GENERAL CAPITAL	C-06	22,425.26	0.00	22,425.26	0.00
ESCROW ACCOUNT	E-17	3,783.50	0.00	3,783.50	0.00
OTHER TRUST ACCOUNTS	T-05	3,966.09	0.00	3,966.09	0.00
Total of All Funds:		263,484.17	0.00	263,484.17	0.00

