

DISCLAIMER
THIS IS AN UNOFFICIAL DOCUMENT UNTIL APPROVED BY GOVERNING BODY

AGENDA:

MAYOR AND BOROUGH COUNCIL

MEETING NO. 17

DATE: 8/11/14

7:00 P.M.

BUSINESS (X)

REGULAR ()

SPECIAL ()

ROLL CALL: Mayor Krenzel () Atty: _____
Cm. Guindi () Cm. Jones () Eng: _____
Cm. Haussermann () Cm. Trenga () Adm: _____
Cm. Hutchison () Cm. Roselli () : _____

Public Announcement - Chapter 231, P. L. 1975

PUBLIC COMMENTS (agenda items only)

MINUTES

Minutes of Meeting No. 16 held on July 28, 2014

REPORTS

1. CFO/Treasurer
2. Professional staff
3. Departments

NEW BUSINESS

Refund of electric consumer deposits (Attachment A)

Refund of zoning permit fee – Block 723.1, Lot 8.1 (Attachment B)

Approve Final Payment/Close-Out Change Order for S. Brothers Inc –Improvements to Kamm Ave. Phase II (Attachment C)

Approve Mercantile licenses: Campesino Restaurant Rodizio & Café LLC (Attachment D)

Intensified Fitness Supplements (Attachment E)

Approve Agreements with Sunesys LLC for use of Utility Poles (Attachment F)

Approve Special Events Permit for St. Euphrosynia Belarusian Orthodox Church (Attachment G)

UNFINISHED BUSINESS

Auction Marketing Services – Max Spann - Lincoln School

Economic Incentives – area in need of rehabilitation

Camera surveillance – parking lots

Firehouse Cost Estimates

Obert St. Parking Lot

Capital requests

COUNCIL COMMENTS

EXECUTIVE SESSION

Personnel

ADJOURNMENT

A

Request for Council Action

Date: 8/6/14

Resolution: ✓

Ordinance: _____

Other Reason for Request (Attach Back-up)

UTILITY REFUNDS

Funds Appropriated: yes no not applicable



Rulus Duda
Department Head



Approval/Disapproved Administrator

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>
65-999-982-422 ELEC CURRENT	MARY BOSZKO – ESTATE OF C/O JOHN BOSZKO 25 SCHACK AVE SOUTH RIVER, NJ 08882	\$15.89
65-999-001-101 CD	JASON & KIM CURRIE 16 STRATFORD APTS APT 4 OLD BRIDGE, NJ 08857	\$86.84
65-999-001-157 CD	JYMMY GARCIA & BROYAN RUBIO 202 WHITEHEAD AVE APT 6 SOUTH RIVER, NJ 08882	\$143.26
65-999-001-391 CD	TRAVIS O. HOGANS 49 ARDEN ST SOMERSET, NJ 08873	\$113.30
65-999-889-054 ELEC CURRENT	IRON MOUNTAIN 1000 CAMPUS DRIVE COLLEGEVILLE, PA 19426	\$440.23
65-999-981-498 CD	MARILOU JOZIACK	\$8.63
65-999-981-498 ELEC CURRENT	5 WYCKOFF MILLS APPLGARTH RD MONROE, NJ 08831	\$9.69
65-999-852-996 CD	VALERIE LENARD & DUANE SCHULTZ 289 MAIN STREET APT 4G SPOTSWOOD, NJ 08884	\$271.88
65-999-863-765 CD	GIOVANNI MAGNANTI 9225 EAST TANQUE VERDE RD APT 27203 TUCSON, AZ 85749	\$195.32
65-999-852-897 ELEC CURRENT	SUSAN MARKOWSKI 20 WOJIE WAY APT 319 SOUTH RIVER, NJ 08882	\$23.04
65-999-001-661 ELEC CURRENT	NATIONAL CHURCH RESIDENCE WILLETT MANOR (0149) 2335 NORTH BANK DRIVE COLUMBUS, OH 43220	\$27.91

65-999-881-761 CD	ANDREW NEIDICH 443 VALMERE AVE PISCATAWAY, NJ 08854	\$145.57
65-999-000-804 ELEC CURRENT	J, C & N, PEREZ, NINOSKA & PEREZ 139 KAMM AVE SOUTH RIVER, NJ 08882	\$88.65
65-999-867-868 CD	M WHABA & N ELRABBAT 3529 STAMFORD WAY APT 307 SAGINAW, MI 48603	\$82.30

/s/ _____
Councilmember

/s/ _____
Councilmember

B

RES: 2014-

AUGUST 25, 2014

RESOLUTION

WHEREAS, the official Zoning records of the Borough of South River, New Jersey show a refund should be made on a payment received from a zoning permit; and

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

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

<u>Block</u>	<u>Lot</u>	<u>Reason</u>	<u>Name & Address</u>	<u>Property Location</u>	<u>Amount</u>
73.1	8.1	Overpayment	Rafat Awad 19 Gulf Road East Brunswick, NJ 08816	548 Old Bridge Turnpike	\$55.00

DATED: AUGUST 25, 2014

/s/ _____
Councilmember

/s/ _____
Councilmember



JOHN H. ALLGAIR, 1983-01
DAVID J. SAMUEL, P.E., P.P.
JOHN J. STEFANI, P.E., L.S., P.P.
JAY B. CORNELL, P.E., P.P.
MICHAEL J. McCLELLAND, P.E., P.P.
GREGORY R. VALES, P.E., P.P.

TIMOTHY W. GILLEN, P.E., P.P.
BRUCE M. KOCH, P.E., P.P.
LOUIS J. PLOSKONKA, P.E.
TREVOR J. TAYLOR, P.E., P.P.
BEHRAM TURAN, P.E.

August 5, 2014

Borough of South River
48 Washington Street
South River, New Jersey 08882

Attn: Frederick C. Carr, Borough Administrator

Re: Improvements to Kamm Avenue Phase - II
N.J. DOT - FY 2012 Municipal Aid Program
Borough of South River
Middlesex County, New Jersey
Our File No.: PSR00637.01/63001

Dear Mr. Carr:

The above referenced project has been completed. Accordingly, enclosed please find a completed Voucher and Final Payment Estimate No. 3 and Close-out Change Order for the work performed by S. Brothers, Inc. for the above referenced project from December 12, 2013 to August 1, 2014.

Please note, the Final Close-out Change Order reflects the final contract quantities and supplemental items including reductions and increases in same due to actual field conditions encountered. The Close-out Change Order calls for an overall decrease in the original contract in the amount of \$29,576.84. Accordingly, we recommend acceptance of the work, approval of the Close-out Change Order and Final Payment Estimate No. 3 for work on the above referenced project and payment in the amount of \$40,952.84 to S. Brothers, Inc. subject to the Borough Council's approval of a waiver request from posting the maintenance bond. S. Brothers, Inc. has submitted a letter, enclosed for your reference, dated August 1, 2014 signed by the President, Paulo Santos requesting waiver of the maintenance bond since the project was completed over a year ago and the performance bond has covered the maintenance requirement.

Please note that the Contractor will forward the necessary Certified Payroll Records and Project Manning Reports directly to the Borough Clerk.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,

Bruce M. Koch, P.E., P.P., C.M.E.
Borough Engineer's Office

BMK/mdp

Enclosure

cc: Mayor John Krenzel
All Council Members
Borough Clerk
Borough Attorney
Chief Financial Officer
Director of Public Works
Borough Auditor
George L. Williams, NJDOT
S. Brothers, Inc.





P.O. Box 317 • South River, NJ 08852

CME Associates
3141 Bordentown Avenue
Parlin NJ 08859

August 1, 2014

Re: Improvements to Kamm Avenue Phase II, South River NJ

Dear Mr. Koch,

At this time I would like to request the waiver of the maintenance bond for the above referenced project as the project has been completed and finished for over a year.

Kindly please confirm the acceptance of the maintenance bond waiver for the project

Any questions please feel free to contact us at the above number.

Sincerely Yours,

Paulo Santos

President





BOROUGH OF SOUTH RIVER

48 WASHINGTON STREET
SOUTH RIVER, NJ 08882
TEL (732) 257-1999 Ext. 110 Finance Dept.
FAX (732) 613-6111

VOUCHER NO.

VOUCHER: CREDITORS MUST ITEMIZE BILLS ON THIS FORM

VENDOR our Federal Tax Exemption No. is #22-6002314

VENDOR ADDRESS

S. BROTHERS, INC.
P.O. BOX 317
SOUTH RIVER, NJ 08882

VENDOR NO.
DATE
YEAR

DATE OF PURCHASE	PARTICULARS	AMOUNT
	<p>For work performed by S. Brothers, Inc. on the Improvements to Kamm Avenue Phase - II PERIOD: DECEMBER 12, 2013 TO AUGUST 1, 2014 as per PAY ESTIMATE NO.: 3 AND FINAL CLOSE-OUT CHANGE ORDER subject to them providing the required Certified Payroll Records and Project Manning Reports for the pay period.</p> <p>Total Value of Work Completed \$185,794.73 Less Retainage @ 2% \$0.00 Balance \$185,794.73 Less Previous Payments (\$144,841.89) BALANCE DUE \$40,952.84</p>	

DELIVERY SLIPS RECEIVED AND CHECKED

CLAIMANT'S CERTIFICATION

SIGNATURE _____ DATE _____

OFFICER'S CERTIFICATION

I, having knowledge of the facts; certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

Brian M. Koch **BEO.**
SIGNATURE TITLE

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X *Fred ...*
VENDOR SIGN HERE
President 8/4/14
OFFICIAL POSITION DATE

TAX I.D. NO. OR SOCIAL SECURITY NO.

INCORPORATED: YES NO

APPROVED AS CORRECT BY COMMITTEE	APPROPRIATION OR ACCOUNT CHARGED	PAYMENT AUTHORIZED
	ACCOUNT # _____ EXTENSIONS & TOTALS CHECKED BY: _____ ENCUMBERED: _____	This claim was ordered paid at the meeting of the Borough Council held: DATE _____ CLERK _____ PAYMENT RECORD CHECK DATE _____ CHECK NO. _____

VOUCHER COPY - SIGN AT X AND RETURN FOR PAYMENT

PROJECT NO.: P8R00637.01
 PROJECT: IMPROVEMENTS TO KAMM AVENUE - PHASE II
 DATE: AUGUST 4, 2014

PAY ESTIMATE NO.: 3 AND FINAL CLOSE-OUT CHANGE ORDER

PERIOD: DECEMBER 12, 2013 TO AUGUST 1, 2014
 OWNER: BOROUGH OF SOUTH RIVER
 CONTRACTOR: S. BROTHERS, INC.

ITEM DESCRIPTION	BID QUANTITIES			WORK COMPLETED			
	QUANTITY U/M	UNIT PRICE	TOTAL EXTENSION	PREVIOUS ESTIMATE QUANTITY	TOTAL PRICE	CURRENT TO-DATE QUANTITY	TOTAL PRICE
27 CONCRETE CURB AND GUTTER	225 LF	\$38.00	\$8,550.00	225.00	\$8,550.00	279.00	\$10,602.00
28 TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC, 4" WIDE, YELLOW	540 LF	\$1.00	\$540.00	540.00	\$540.00	592.00	\$592.00
29 TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC, 6" WIDE, WHITE	280 LF	\$2.00	\$560.00	256.00	\$512.00	256.00	\$512.00
30 TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC, 24" WIDE	35 LF	\$6.00	\$210.00	30.00	\$180.00	30.00	\$180.00
31 TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC, SLOW 28MPH*	1 UN	\$280.00	\$280.00	1.00	\$280.00	1.00	\$280.00
32 REGULATORY AND WARNING SIGN, TYPE R-1, STOP SIGN	2 UN	\$350.00	\$700.00	1.00	\$350.00	2.00	\$700.00
33 RESET WATER VALVE BOX	4 UN	\$1.00	\$4.00	0.00	\$0.00	0.00	\$0.00
34* CLEAN AND REPAIR EXISTING SANITARY SEWER MANHOLE, USING NEW CASTING*	7 UN	\$1,000.00	\$7,000.00	7.00	\$7,000.00	10.00	\$10,000.00
35 6" PVC SANITARY SEWER MAIN, INCLUDING EX. PIPE REMOVAL & DGA BACKFILL	26 LF	\$90.00	\$2,340.00	15.00	\$1,350.00	15.00	\$1,350.00
36 10" PVC SANITARY SEWER MAIN, INCLUDING EX. PIPE REMOVAL & DGA BACKFILL	30 LF	\$60.00	\$1,800.00	12.00	\$720.00	12.00	\$720.00
37 TRIM EXISTING TREE ROOTS BY A CERTIFIED TREE EXPERT	2 UN	\$500.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00
38 TOPSOILING, 4" THICK	185 SY	\$0.01	\$1.85	185.00	\$1.85	185.00	\$1.85
39 FERTILIZING AND SEEDING, PSCD TYPE 1B	185 SY	\$0.01	\$1.85	185.00	\$1.85	185.00	\$1.85
40 STRAW MULCHING	185 SY	\$0.01	\$1.85	185.00	\$1.85	185.00	\$1.85
S-1 SINK HOLE REPAIRS	0 UN	\$600.00	\$0.00	0.00	\$0.00	2.00	\$1,200.00
S-2 6" FERRO. SCH. 40 ELBOW REQUIRED TO TIE IN TO EXISTING RCP PIPE UNCOVERED IN SINK HOLE	0 LS	\$125.00	\$0.00	0.00	\$0.00	1.00	\$125.00
S-3 CLEAN AND REPAIR STORM SEWER MANHOLES	0 UN	\$1,000.00	\$0.00	0.00	\$0.00	10.00	\$10,000.00
S-4 MOBILIZATION/DEMOLITION FOR EXTRA WORK ON MARCUS COURT AND KAMM AVENUE	1 LS	\$5,300.00	\$0.00	0.00	\$0.00	1.00	\$5,300.00
* ITEMS ADJUSTED PER CHANGE-ORDER NO. 1 APPROVED BY RESOLUTION 2013-174							
CONTRACT TOTAL:			\$215,371.87	TOTAL:	\$147,797.85	TOTAL:	\$185,794.73

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by Prior Payment Estimate; and (2) title to all materials and equipment incorporated in said Work or otherwise attached or covered by this Payment Estimate will pass to OWNER at time of payment for and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

PREPARED BY: 
 CONTRACTOR: S. BROTHERS, INC.

CURRENT TO-DATE TOTAL \$185,794.73
 LESS RETAINAGE @ 2% \$185,794.73
 LESS PREVIOUS PAYMENTS (\$144,841.89)
 BALANCE DUE \$40,952.84

APPROVED BY: 
 BOROUGH ENGINEER'S OFFICE: CME Associates

PROJECT NO.: PRR00637.01
 PROJECT: IMPROVEMENTS TO KAMM AVENUE - PHASE II
 DATE: AUGUST 4, 2014

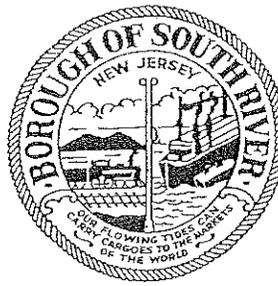
PAY ESTIMATE NO.: 3 AND FINAL CLOSE-OUT CHANGE ORDER

PERIOD: DECEMBER 12, 2013 TO AUGUST 1, 2014
 OWNER: BOROUGH OF SOUTH RIVER
 CONTRACTOR: S. BROTHERS, INC.

ITEM DESCRIPTION	BID QUANTITIES			WORK COMPLETED	
	QUANTITY U/M	UNIT PRICE	TOTAL EXTENSION	PREVIOUS ESTIMATE QUANTITY	TOTAL PRICE
1 SILT FENCE	2,000 LF	\$0.01	\$20.00	0.00	\$0.00
2 INLET FILTER, TYPE 1	8 UN	\$0.01	\$0.08	0.00	\$0.00
3 BREAKAWAY BARRICADE, TYPE III	30 UN	\$0.01	\$0.30	2.00	\$0.02
4 DRUM	30 UN	\$0.01	\$0.30	6.00	\$0.06
5 TRAFFIC CONE	60 UN	\$0.01	\$0.60	42.00	\$0.42
6 CONSTRUCTION SIGNS	256 SF	\$0.01	\$2.56	64.00	\$0.64
7 TRAFFIC DIRECTOR, FLAGGER	80 HR	\$0.01	\$0.80	0.00	\$0.00
8 UNIFORMED POLICE TRAFFIC DIRECTOR	1 ALL	\$55,296.00	\$55,296.00	0.22	\$11,913.86
9 FUEL PRICE ADJUSTMENT	1 ALL	\$2,500.00	\$2,500.00	0.00	\$0.00
10 ASPHALT PRICE ADJUSTMENT	1 ALL	\$4,000.00	\$4,000.00	0.00	\$0.00
11 REMOVE EX CURB AND/OR GUTTER	300 LF	\$0.01	\$3.00	300.00	\$3.00
12 REMOVE EX HMA AND/OR CONC S.W.S., ARROWS & DRIVEWAYS	125 SY	\$0.01	\$1.25	105.56	\$1.06
13 EXCAVATION, TEST PIT	30 CY	\$0.01	\$0.30	0.00	\$0.00
14 EXCAVATION, UNCLASSIFIED	50 CY	\$0.01	\$0.50	0.00	\$0.00
15* REMOVAL OF PAVEMENT, IF AND WHERE DIRECTED*	1,333 SY	\$0.01	\$13.33	533.00	\$5.33
16* DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS*	60 CY	\$0.01	\$0.60	0.00	\$0.00
17 HMA MILLING, 3" OR LESS	4,795 SY	\$4.00	\$19,180.00	4,795.00	\$19,180.00
18 TACK COAT	240 GAL	\$0.01	\$2.40	240.00	\$2.40
19* HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK*	790 TN	\$95.00	\$67,150.00	790.00	\$67,150.00
20* HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK, IF AND WHERE DIRECTED*	400 TN	\$50.00	\$20,000.00	144.37	\$7,218.50
21 CLEAN AND REPAIR EXISTING INLET, TYPE B, USING NEW CASTING	8 UN	\$1,200.00	\$9,600.00	8.00	\$9,600.00
22 RECONSTRUCT EXISTING STORM SEWER MANHOLE, USING NEW CASTING	1 UN	\$800.00	\$800.00	1.00	\$800.00
23 CONCRETE SIDEWALK, 4" THICK	110 SY	\$82.00	\$9,020.00	105.12	\$8,618.84
24 CONCRETE DRIVEWAY, ABBON, SIDEWALK AND/OR HIC RAMP, REINFORCED, 6" THICK	15 SY	\$82.00	\$1,230.00	13.99	\$1,147.18
25 TRUNCATED DOME DETECTABLE WARNING SURFACE	10 SY	\$200.00	\$2,000.00	7.04	\$1,408.00
26 8"x20" CONCRETE VERTICAL CURB	80 LF	\$30.00	\$2,400.00	57.00	\$1,710.00

BOROUGH OF SOUTH RIVER
 48 WASHINGTON STREET
 SOUTH RIVER, NJ 08882
 PHONE 732-257-1999
 FAX 732-613-6105

D



APPLICATION FOR MERCANTILE LICENSE

FEEs:
 \$50.00 NEW
 \$25.00 Transfer

NAME OF BUSINESS Camposino Restaurant & Bar
 PROPOSED LOCATION 12, 14, 16 Ferry Street
 BLOCK# 158 LOT# 5
 BUSINESS TELEPHONE 732-613-1321

& Cafe LLC

NATURE OF BUSINESS (Describe Operation)

restaurant & cafe

APPLICANT INFORMATION

NAME Paulo Santos
 HOME ADDRESS 39 Hollander Street
 CITY, STATE, ZIP South River, NJ 08882
 TELEPHONE# HOME _____ CELL _____
 DATE OF BIRTH _____ SOCIAL SECURITY # _____

DRIVER'S LICENSE# _____

ATTACH A COPY OF YOUR DRIVERS LICENSE - Address on your identification must match the address on this application.

PROPOSED BUSINESS AT THIS LOCATION:

NUMBER OF EMPLOYEES 10
 DAYS AND HOURS OF OPERATION Sun-Sat 5am-11pm
 SQ. FOOTAGE OF AREA TO BE OCCUPIED _____
 OFF STREET PARKING SPACES AVAILABLE TO SPACE BEING OCCUPIED # _____

DOES OPERATION INVOLVE USE OR STORAGE OF FLAMMABLE/COMBUSTIBLE OR HAZARDOUS MATERIALS YES NO IF YES, SUPPLY QUANTITIES AND MSDS SHEETS ON PRODUCTS INVOLVED (ATTACH TO APPLICATION)

BOROUGH USE ONLY: Food License OK REFERRAL DATE _____

DEPARTMENT	APPROVAL/DENIAL	SIGNATURE	DATE
Zoning/Building	OK	<i>[Signature]</i>	8-4-14
Police	OK	<i>[Signature]</i>	8-1-14
Fire Prevention	OK	<i>[Signature]</i>	8-1-14
Health	OK	<i>[Signature]</i>	7-31-14

NAME Camposino

PREVIOUS BUSINESS AT THIS LOCATION:

DESCRIBE OPERATION OF PREVIOUS BUSINESS

Realizio Restaurant

NUMBER OF EMPLOYEES AT PREVIOUS BUSINESS 12 PARKING SPOTS _____

IF CORPORATION: The information below is required for each officer and each stockholder owning 10% or more of the stock. List the name, address and phone number of each registered agent:

NAME _____ NAME _____

ADDRESS _____ ADDRESS _____

PHONE # _____ PHONE # _____

NAME, ADDRESS AND PHONE OF ATTORNEY (IF ANY):

PLEASE ANSWER THE FOLLOWING:

Applicant(s) ever been denied a license to conduct a business YES NO
If YES, describe in detail. (Date, business, location)

Applicant(s) ever been arrested or convicted of a crime, or violation of any municipal ordinance in the Borough of South River or any other municipality, other than traffic offenses?
YES NO

Is applicant currently the subject of any outstanding warrants? YES NO

If YES to the above, set forth the date and place of the offense, nature of the offense and the punishment or penalty imposed. (Date, location, disposition)

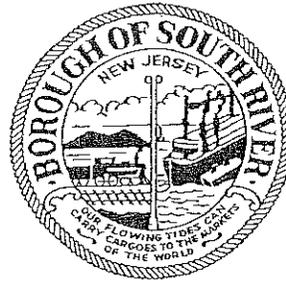
The undersigned makes these statements above to induce the Borough of South River to issue the license herein applied for and agrees to comply with all laws and ordinances of the Borough applicable to the subject business above referred to. I certify the information contained in this application is true and correct.

Paulo Santos
Applicant Signature

7/30/14
Date

BOROUGH OF SOUTH RIVER
 48 WASHINGTON STREET
 SOUTH RIVER, NJ 08882
 PHONE 732-257-1999
 FAX 732-613-6105

E



APPLICATION FOR MERCANTILE LICENSE

FEES:
 \$50.00 NEW
 \$25.00 Transfer

NAME OF BUSINESS Intensified Fitness Supplements
 PROPOSED LOCATION 5100 Ferry St.
 BLOCK# 157 LOT# 11
 BUSINESS TELEPHONE 732-210-4087

NATURE OF BUSINESS (Describe Operation)
Resale of pre packaged health & sports supplements.

APPLICANT INFORMATION

NAME Chrystal Teo
 HOME ADDRESS 1 Shapper Ave.
 CITY, STATE, ZIP South River, NJ 08882
 TELEPHONE# HOME _____ CELL _____
 DATE OF BIRTH _____ SOCIAL SECURITY # _____

DRIVER'S LICENSE# _____
 ATTACH A COPY OF YOUR DRIVERS LICENSE - Address on your identification must match the address on this application.

PROPOSED BUSINESS AT THIS LOCATION:

NUMBER OF EMPLOYEES 2
 DAYS AND HOURS OF OPERATION M-5 10-8 Sunday 10-4
 SQ. FOOTAGE OF AREA TO BE OCCUPIED 1000 sq
 OFF STREET PARKING SPACES AVAILABLE TO SPACE BEING OCCUPIED # 1

DOES OPERATION INVOLVE USE OR STORAGE OF FLAMMABLE/COMBUSTIBLE OR HAZARDOUS MATERIALS _____ YES NO IF YES, SUPPLY QUANTITIES AND MSDS SHEETS ON PRODUCTS INVOLVED (ATTACH TO APPLICATION)

BOROUGH USE ONLY: 7/23/14 dep vm - food license food license OK 8-6-14 REFERRAL DATE

DEPARTMENT	APPROVAL/DENIAL	SIGNATURE	DATE
Zoning/Building	<i>OK</i>	<i>OL</i>	<i>7/29/14</i>
Police	<i>OK</i>	<i>AL</i>	<i>7/28/14</i>
Fire Prevention	<i>OK</i>	<i>EG</i>	<i>7/23/14</i>
Health	<i>OK</i>		<i>7/31/14</i>

NAME Chrystal Teco

PREVIOUS BUSINESS AT THIS LOCATION: Pole fitness

DESCRIBE OPERATION OF PREVIOUS BUSINESS

Pole Dancing fitness

NUMBER OF EMPLOYEES AT PREVIOUS BUSINESS N/A PARKING SPOTS N/A

IF CORPORTATION: The information below is required for each officer and each stockholder owning 10% or more of the stock. List the name, address and phone number of each registered agent:

NAME <u>Chrystal Teco</u>	NAME _____
ADDRESS <u>1 Snapper Ave</u>	ADDRESS _____
<u>South River, NJ 08882</u>	_____
PHONE # _____	PHONE # _____

NAME, ADDRESS AND PHONE OF ATTORNEY (IF ANY):

PLEASE ANSWER THE FOLLOWING:

Applicant(s) ever been denied a license to conduct a business YES NO
If YES, describe in detail. (Date, business, location)

Applicant(s) ever been arrested or convicted of a crime, or violation of any municipal ordinance in the Borough of South River or any other municipality, other than traffic offenses?

YES NO

Is applicant currently the subject of any outstanding warrants? YES NO

If YES to the above, set forth the date and place of the offense, nature of the offense and the punishment or penalty imposed. (Date, location, disposition)

The undersigned makes these statements above to induce the Borough of South River to issue the license herein applied for and agrees to comply with all laws and ordinances of the Borough applicable to the subject business above referred to. I certify the information contained in this application is true and correct.

Chrystal Teco
Applicant Signature

July 24, 2014
Date

F

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

THIS AGREEMENT made and effective the ___ day of _____, 2014 by and between the Borough of South River, (hereinafter "South River") and Sunesys, LLC (hereinafter called "Licensee").

WITNESSETH:

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

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

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

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

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

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

SECTION 2: TECHNICAL REQUIREMENTS

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

SECTION 3: ESTABLISHING JOINT USE OF POLES

5. Throughout the term of this Agreement, Licensee may designate a Pole or Poles on which it desires to place any attachment. Licensee shall not place any attachment on South River's Pole(s) prior to receiving an approved Application for Permit from South River. Overlashing may be performed by Licensee without an Application

for Permit

6. Upon receipt of Licensee's Application for Permit, South River shall schedule a joint ride-out of the Poles designated in the Application for Permit, if necessary, in order to conduct a pre-construction survey to determine whether make-ready is necessary to accommodate Licensee's proposed attachments. Licensee shall participate in the pre-construction survey. Licensee shall be required to reimburse South River for time spent by electric utility personnel at the rates customarily paid by South River to said electric utility personnel.
7. Whether or not it was necessary to conduct a joint ride-out and pre-construction survey, within ninety (90) days of the receipt of Licensee's Application for Permit South River shall approve, conditionally approve or deny each Application for Permit by returning one copy of it to Licensee reflecting its approval, conditional approval or denial in the appropriate space.
8. South River shall not unreasonably withhold approval of Licensee's Permit Applications except for reasons of reliability, capacity, safety, available pole space, failure to meet the requirements of Section 2 above, and generally applicable engineering purposes.
9. If make-ready is necessary to accommodate Licensee's Attachment, including the modification or rearrangement of the attachments of South River or any other third party attacher on any Pole or the placement of new Poles or replacement of one or more existing Poles, South River shall return a copy of the Application for Permit to Licensee reflecting such conditional approval and detailing the required make-ready and the estimated time to perform and cost associated with such make-ready. If Licensee is willing to accept South River's make-ready work as conditions to the Permit Application, Licensee shall return the Permit Application to South River signed by a duly authorized representative and reflecting Licensee's acceptance of the make-ready payment of the estimated cost associated with such make-ready work, and an agreement with any third party for payment of such costs by said party
10. Upon receipt of written authorization and payment, South River will proceed with the make-ready work according to the specific agreed upon installation plans and the terms of the Agreement. Upon completion of the make-ready work, South River shall sign and return a copy of the approved Application for Permit authorizing Licensee to make its Attachment(s).
11. In the event the actual make-ready costs exceed the estimate, Licensee shall pay the balance upon invoicing. In the event actual make-ready costs are less than the estimate, South River shall reimburse Licensee the balance immediately upon completion of the make-ready work.

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

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

SECTION 5: MAINTENANCE AND REPAIR OF ATTACHMENT

14. Licensee shall exercise precautions to avoid damage to facilities of South River and of others supported on City Poles. Licensee shall make an immediate report to South River of the occurrence of any such damage and hereby agrees to reimburse South River for the full expense incurred in making repairs and agrees to

indemnify South River as otherwise provided herein.

15. Licensee shall at its sole risk and expense, maintain all its Attachments on Poles in a safe condition, in accordance with the Technical Requirements specified in Section 2. Licensee will immediately cure any condition which presents an imminent threat to safety of lives or property. Licensee may perform maintenance and repair work without giving prior written notice to South River. However, should Licensee fail to comply materially with the standards set forth in this agreement, South River may require Licensee to correct such conditions within either 30 days, or longer period depending on the circumstances and the time required to correct the non-compliance. However, South River, in the exercise of its sole discretion, and after making reasonable attempts to notify Licensee, may perform such repairs or maintenance that it deems necessary to protect the health, safety and welfare of its employees and the general public and Licensee shall reimburse South River for the cost of such repairs or maintenance.

SECTION 6: REMOVAL OF ATTACHMENTS

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

SECTION 7: EMERGENCIES

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

SECTION 8: POLE ATTACHMENT FEES, CHARGES AND RATES

20. The pole attachment fee shall be determined at the time of each Permit Application. The fee

shall be inclusive of all fees chargeable by South River for the use of the poles including Chapter 157 of the South River Municipal Code, or any other South River ordinance or law concerning fees for the right to occupy South River rights-of-way. For purposes of calculating the annual pole attachment fees, South River shall pro-rate the fees based on the number of months an attachment actually occupied a pole. For the purposes of this paragraph, any attachment placed within a particular month shall be deemed to have occupied the pole for the entire month.

21. Equipment associated with Licensee's mainline attachments, such as power supplies, conduit, risers, cables, wires or other ancillary equipment necessary to the operation of Licensee's network shall be considered "associated equipment" included in the annual pole attachment fee and shall not incur additional Pole Attachment Fees when attached to a pole with a mainline attachment. Licensee shall pay South River for all metered power supplies which shall be billed separately from pole attachment fees.
22. Whenever Licensee is required under this Agreement to reimburse South River for South River's expenses, such expenses shall include South River's full and actual cost and expense therefor. Bills for expenses and other charges under this Agreement shall be payable within forty five (45) days after receipt of a detailed invoice therefor.
23. Interest shall be charged at the rate of 8% annually or the maximum allowed by law, whichever is less, on the unpaid balance of delinquent, undisputed bills for each month or part thereof that any bill remains unpaid.

SECTION 9: UNAUTHORIZED ATTACHMENTS

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

SECTION 10: INVENTORIES AND AUDITS

26. South River may request annually that Licensee provide an inventory of poles to which Licensee is attached. South River may, thereafter, at its own expense, conduct an inventory or audit to verify Licensee's report.
27. No inventory or inspection, or lack thereof, by South River shall operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.
28. Any safety violations, caused by Licensee, will be corrected within 30 days written notice. If the safety violation cannot be reasonably corrected within 30 days, the parties will establish an extended time frame based on the difficulty of making the correction and the number of parties and City Poles involved. If Licensee fails to correct any safety violation within the agreed upon time frame, South River, in the exercise of its sole discretion and without further notice or demand to Licensee and at the sole risk and expense of Licensee, may perform such work as it deems necessary. If it is unclear which party on the pole, including South River, caused a particular violation, the costs of correction shall be shared by all parties that could have been responsible for the violation.

SECTION 11: DEFAULTS

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

days, South River, in exercise of its reasonable discretion, may terminate the agreement on 30 days additional notice.

31. If Licensee defaults in the performance of any work, which it is obligated to do under this Agreement, South River may elect to do such work, and Licensee shall reimburse South River for all cost thereof.
32. Upon termination or cancellation of this Agreement, in whole or in part, for any reason, Licensee shall remain liable to South River for any and all fees, other payments and damages that may be due or sustained prior to such termination or cancellation.

SECTION 12: INDEMNIFICATION AND INSURANCE

33. Licensee shall indemnify, protect, save harmless and insure South River, its officers, directors, employees, members, agents, contractors, and subcontractors, each such person an "Indemnified Party", from and against any and all liability, losses, costs, expenses, causes of action, damages, claims and demands for, or litigation with respect to, damages to property of Licensee or others, and for injury or death to persons, including payments made under any Worker's Compensation law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, or other damages that may be caused by Licensee, its officers, directors, employees, members, agents, contractors or subcontractors with respect to the erection, operation, maintenance, presence, use, repair, transfer, rearrangement or removal of Licensee's attachments on or in the vicinity of South River's distribution poles or South River's easements or rights-of-way whether due to accident or other cause. Such indemnity obligation shall apply except in the event of South River's or such other Indemnified Party's negligence or intentional misconduct.
34. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE THER PARTY OR BY ANY CUSTOMER OF THE OTHER PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.**
35. Licensee shall carry insurance at its sole cost and expense to cover its indemnification obligations under this Agreement. The amounts of such insurance against liability due to damage to property or to injury or death of persons as to any one occurrence shall be in the amount of \$500,000.00 per injury or damage claim with a total of \$1,000,000.00 against all damage claims. Licensee shall also carry such insurance as will protect it from claims under any Workers' Compensation Laws in effect that may be applicable to it. All insurance required shall be kept in force by Licensee for the entire life of the agreement and the company or companies issuing such insurance shall have an A.M. Best rating of A- or better. Licensee shall submit to South River certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this agreement and that it will not cancel nor fail to renew any policy of insurance issued to Licensee except after prior written notice to South River.

SECTION 13: ASSIGNMENTS

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

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

SECTION 14: APPLICABLE LAW

38. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of New Jersey. The venue of any legal proceeding relative to this Agreement shall be in a court of competent jurisdiction in New Jersey or appropriate regulatory forum, as the case may be.

SECTION 15: ENTIRE AGREEMENT

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

SECTION 16: NOTICE

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

To Sunesys at: Sunesys, LLC.
185 Titus Avenue
Warrington, PA 18976
Attn: Senior Counsel

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

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

SECTION 17: MODIFICATION AND WAIVER

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

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

SECTION 18: HEADINGS

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

SECTION 19: TERM

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

SECTION 20: FORCE MAJEURE

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

SECTION 21: EXISTING AGREEMENTS

47. All existing Agreements between the Parties hereto for the Joint Use of Poles are by mutual consent abrogated and superseded by this Agreement.
48. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by South River, by contract, to other not parties to this Agreement, to use any poles covered by this Agreement; and South River shall have the right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements. The attachment privileges herein granted shall be nonexclusive, and South River shall have the right in its sole discretion to grant attachment privileges of any sort to any person, firm or corporation.

SECTION 22: THIRD PARTY BENEFICIARIES

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

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

Sunesys, LLC

Witness

Dated: _____

Dated: _____

ATTEST:

BOROUGH OF SOUTH RIVER

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

John M. Krenzel, Mayor
Dated: _____

F

RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated _____ (the "Effective Date"), and entered into by and between the Borough of South River ("Municipality"), a New Jersey municipal corporation, having its address at 48 Washington Street, South River, NJ 00882, and Sunesys, LLC with offices located at 185 Titus Avenue, Warrington, PA 18976.

RECITALS

WHEREAS, Sunesys was approved by the New Jersey Board of Public Utilities to provide local exchange telecommunications services throughout the State of New Jersey and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

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

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

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

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

maintaining a telecommunications system.

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

Section 1: Definitions

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "Sunesys" is the grantee of rights under this Use Agreement and is known as Sunesys, LLC.
- c. "Municipality" is the grantor of rights under this Use Agreement and is known as the Borough of South River , State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Public Rights-of-Way" means the space in, upon, above, along, across, over, and through any public land, road, street or highway of the Municipality, including lands with public utility facilities as the same now or hereafter may exist, that are under the jurisdiction of the Municipality. This term shall not include county, state, or federal rights-of-way or any property owned by any person or agency other than the Municipality, except as provided by applicable Laws or pursuant to an agreement between the Municipality and any such person or agency.
- f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

Section 2: Grant of Consent.

The Municipality hereby grants Sunesys its municipal consent via resolution for the non-exclusive use of the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, and maintain a telecommunications system subject to the joint use

of Poles and Rights of Way agreement with the Municipality related to Chapter 157 of the code of the municipality and Sunesys filing an application with the Municipality including all information required by Chapter 157 of the Code of Municipality.

Section 3: Public Purpose.

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

Section 4: Scope of Use Agreement.

Any and all rights expressly granted to Sunesys under this Use Agreement, which shall be exercised at Sunesys' sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Sunesys a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

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

requirements of Chapter 157 of the Code of Municipality having been met.

Section 5: Compliance with Ordinance

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

Section 6: Duration of Consent

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

Section 7: Indemnification

Sunesys, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Municipality, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees (each such person or entity an "Indemnified Party") from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Sunesys' actions under this Use Agreement and costs in connection therewith provided, however, that Sunesys' obligation to indemnify, defend and hold harmless an Indemnified Party shall not apply to the extent that the losses, claims, demands, suits, actions, etc. arise out of or are caused by the negligence or willful misconduct of an Indemnified Party. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the Municipality in connection with

any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Sunesys activities pursuant to the rights granted in this Use Agreement.

Section 8. Notices

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

To Sunesys at: Sunesys, LLC.
185 Titus Avenue
Warrington, PA 18976
Attn: Senior Counsel

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

Section 9. Liability Insurance

Sunesys shall at all times maintain a commercial general liability insurance policy with a single amount of One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy amount in the amount of Five Million Dollars (\$5,000,000.00) and naming the Municipality an additional insured. Notwithstanding anything to the contrary herein, and consistent with the Parties; express intent and understanding that the insurance and indemnity obligations of this Agreement arise concurrently, are dependent upon one another (and not separate distinct), and should limit the scope of insurance coverage provided to additional insureds, Sunesys shall name additional insureds (i) only to the extent necessary to provide Municipality with

coverage for the indemnity obligations expressly assumed by Sunesys under this Agreement, (ii) only to the extent of the respective amounts of insurance coverage that this Agreement requires Sunesys to maintain (and not to the extent of any greater policy limits), and (iii) not with respect to any obligation for which Municipality has agreed to indemnify Sunesys. Prior to the commencement of any work pursuant to this Use Agreement, Sunesys shall file with the Municipality Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

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

Section 10. Assignment.

Sunesys may not assign this Use Agreement without the written consent of the Municipality, which consent shall not be unreasonably withheld or delayed, except that Sunesys shall have the right, upon notice to the Municipality, to assign this Use Agreement without the Municipality's consent if such assignment is approved by the BPU.

Section 11. Successors and Assigns.

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

Section 12. Governing Law.

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

Section 13. Incorporation of Prior Agreements.

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

Section 14. Modification of Agreement.

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

Section 15. Invalidity.

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

Section 16. Counterparts.

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

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

Sunesys, LLC

Witness

Dated: _____

Dated: _____

ATTEST:

BOROUGH OF SOUTH RIVER

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

John M. Krenzel, Mayor
Dated: _____

G

SPECIAL EVENTS PERMIT
Borough Code Chapter 288A

RECEIVED

(FORM MUST BE SUBMITTED 30 DAYS PRIOR TO THE EVENT)

JUL 25 2014

BOROUGH CLERK

APPLICANT

Name St. Euphrosynia Belarusian Orthodox Church
Address 284 South Whitehead Ave.
South River, NJ 08882
Telephone number 532-257-5007

If applicant is a club/organization/corporation/business:

Contact person:

Name GEORGE ARTISHENKO
Address 31 West Grochowick Street
South River NJ 08882
Telephone _____

Date submitted 7-24-2014

EVENT

Type Church FUNDRAISOR
Location (address) 284 South Whitehead Ave
Date(s) to be held SEPT. 6, 2014
Starting time(s) 11⁰⁰ AM Ending time(s) 6⁰⁰ PM
Number of tickets to be sold N/A Anticipated attendance (for each day) 200 to 300
people passing thru

FACILITY (plan to show location of the following):

Amount of space where event is to be held-excluding parking areas 3500 sq ft INDOOR
1 acre OUTDOORS
Number of entrances for admittance ONE
Number of exits 5
Number of buildings to be used ONE
a. Number of entrances for each building ONE
b. Seating capacity for each building 180 INSIDE PICNIC AREA 200
c. Total seating capacity of all buildings 380

Capacity of open lands to be used 1 acre
Number of sanitary facilities (show locations on plan) 3
Number of trash, litter and recycling receptacles for the outside activities multiple locations
a. Responsible party for collection & removal STAFF

1. If contracted:

- (a) Name of firm: N/A
(b) Address of firm _____
(c) Telephone number of firm _____
(d) Name of contact person _____

PARKING FACILITIES

Location (address) of each 284 So. Whitehead Ave / ALSO NEXT DOOR LEGION
Capacity of each 75 / 100
Total parking capacities 175 vehicles

EMPLOYEES

Type of staff position All Number of employed for each type 20
A list of the responsibilities for each position is to be submitted separately

OTHER DOCUMENTS

SUBMITTED

WAIVER

- | | | | | |
|---|--|---------------------------------------|-----------------------------|----------------------------|
| 1. Proof of public liability insurance-\$1,000,000 minimum, with Borough added as an insured. | <input checked="" type="radio"/> (yes) | <input type="radio"/> (no) | <input type="radio"/> (yes) | <input type="radio"/> (no) |
| 2. \$2,500 guarantee performance bond to insure that:
a. Streets will be left in as good a condition as they find them
b. Removal of all trash, litter and rubbish from property used and adjacent streets. | <input type="radio"/> (yes) | <input checked="" type="radio"/> (no) | <input type="radio"/> (yes) | <input type="radio"/> (no) |
| 3. Letter of consent from property owner as to use of property | <input type="radio"/> (yes) | <input checked="" type="radio"/> (no) | | |
| 4. Are any Legalized Games of Chance to be held
If yes, application(s) | <input checked="" type="radio"/> (yes) | <input type="radio"/> (no) | | |
| | <input checked="" type="radio"/> (yes) | <input type="radio"/> (no) | | |
| 5. Will any rides and/or safety equipment to be use for any at event
a. If yes, a copy of sufficient evidence of current inspection | <input type="radio"/> (yes) | <input checked="" type="radio"/> (no) | | |
| | <input type="radio"/> (yes) | <input type="radio"/> (no) | | |

6. Is alcohol to be sold, served and consumed. (yes) (no)
- a. If yes, a copy of NJABC Special Permit for Social Affair application, if required, including plan of area (yes) (no)

1st [Signature]
 Name George Artshenko
 Title Treasurer
 Telephone No: 908-202-4445

Sworn and subscribed before me
 this 24th day of July, 2014

Maria F. Marques
 Notary Public of New Jersey
 My Commission expires Oct. 29, 2017

MARIA F. MARQUES
 Notary Public State Of New Jersey
 My Commission Expires October 29, 2017

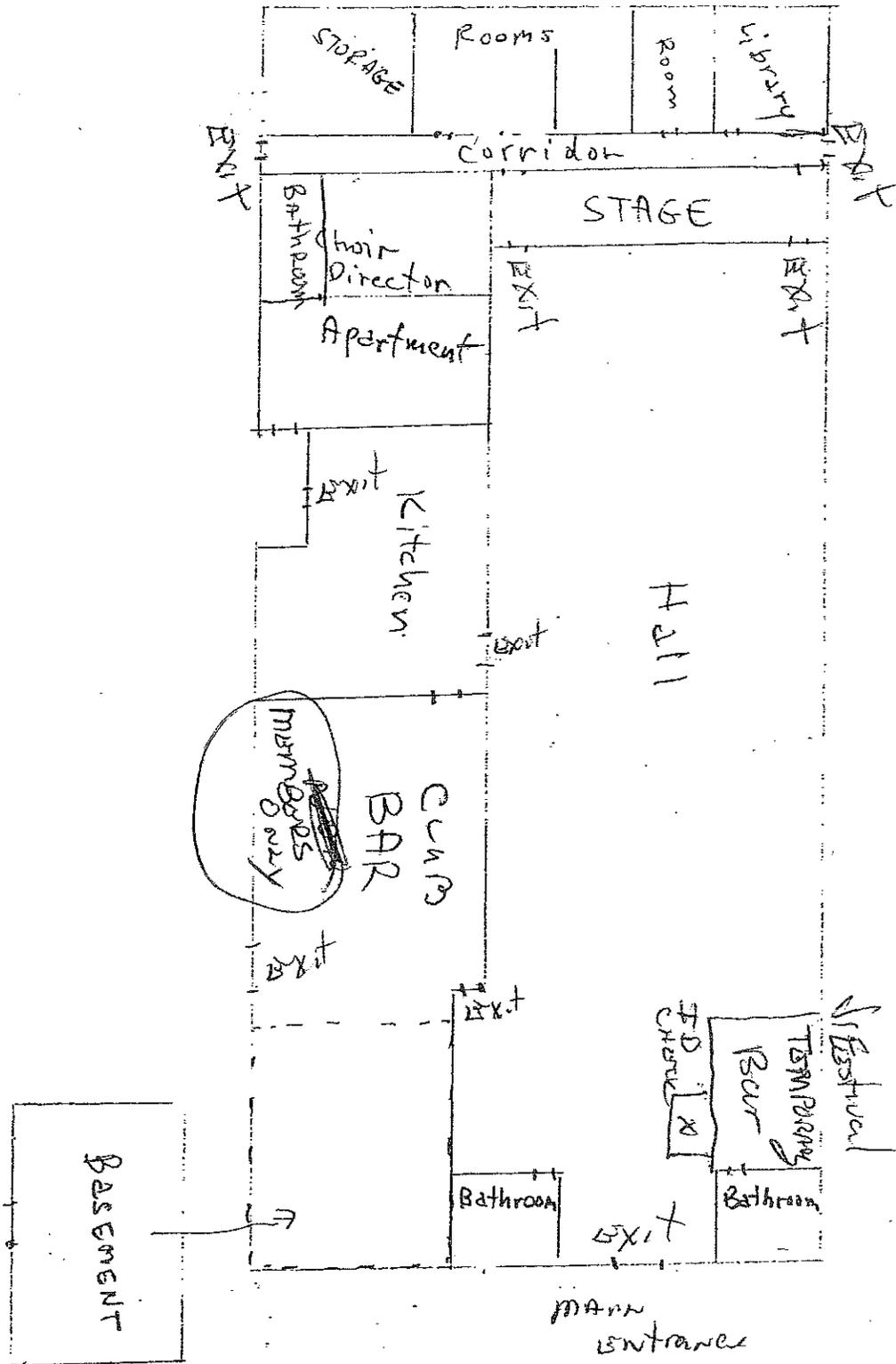
FILING

FEE \$ 75.00 7/25/14 [Signature]
 AMOUNT DATE RECEIVED BY

REVIEWS

Department	Date	Approval	Denial
Code Compliance	<u>7/24/14</u>	<u>CL</u>	<u>[Signature]</u>
Fire	<u>7/24/14</u>	<u>AL</u>	<u>[Signature]</u>
Rescue Squad	<u>8/5/14</u>	<u>WB</u>	<u>[Signature]</u>
Health	<u>7/30/14</u>	<u>EB</u>	<u>[Signature]</u>
Police	<u>7/30/14</u>	<u>MT</u>	<u>[Signature]</u>
Legal			
Mayor/Council			

BYELORUSSIAN
 AMERICAN CENTER
 WHITEHEAD AVE.
 SOUTH RIVER, N.J. 08882



ALCOHOL WILL
 BE DISPENSED
 HERE,
 NO MINORS ARE
 PERMITTED TO
 THIS AFFAIR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMPASS ROSE SERVICES INC.	CONTACT NAME:	
	PHONE (A/C No. Excl): (212) 406-4004	FAX (A/C No.): (212) 406-4225
130 WILLIAM STREET, ROOM 402 NEW YORK NY 10038-	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Byelorussian Greek Orthodox Church P.O. Box 26 South River, NJ 08882-	INSURER A: Great American Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR: NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PAC2246483	03/29/2014	03/29/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			//	//	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			//	//	EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		//	//	WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS FESTIVAL ON SEPTEMBER 6, 2014.

CERTIFICATE HOLDER Borough of South River 33 Garden Street South River, NJ 08882	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 