

DISCLAIMER

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AGENDA:

MAYOR AND BOROUGH COUNCIL

BUSINESS (X)

MEETING NO.8

REGULAR ()

DATE: 3/23/15

7:00 P.M.

SPECIAL ()

ROLL CALL:	Mayor Krenzel	()		Atty:	_____
	Clm. Ciulla	()	Clm. Jones	()	Eng: _____
	Clm. Gurchensky	()	Clm. Trenga	()	Adm: _____
	Clm. Haussermann	()	Clm. Hutchison	()	: _____

Public Announcement - Chapter 231, P. L. 1975

PUBLIC COMMENTS (agenda items only)

PRESENTATION – Environmental Shade Tree Commission

MINUTES

Minutes of Meeting No. 6 held on March 9, 2015

REPORTS

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

NEW BUSINESS

- Approve Separation Agreement for Sgt. Joseph Grekoski, SRPD
- Approve Middlesex County Improvement Authority Recycling contract (Attachment A)
- Approve Mercantile license for Litric Contracting LLC (Attachment B)
- Approve Mercantile license for A&Q Laundry Room LLC (Attachment C)
- Approve Membership Status Change - Probationary to Regular: Elizabeth Malgieri, SRRS (Attachment D)
- Authorize 2015 Temporary Budget Emergency
- Authorize Cooperative Pricing Agreement with Middlesex Regional Educational Services Commission
- 40 Jeffrie Ave. – Drainage easement (Attachment E)
- Amend Ch. 155 Fees (Attachment F)

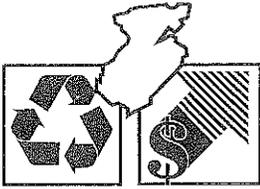
UNFINISHED BUSINESS

- Authorize CME – additional site improvement services for Firehouse site (Attachment G)
- Amend Ch. 350-11 – Planning Board resolution (Attachment H)
- Virginia St. Vacation request (Attachment I)

COUNCIL COMMENTS

EXECUTIVE SESSION

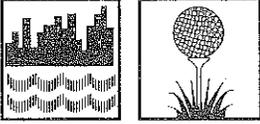
ADJOURNMENT



MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

DIVISION OF RECYCLING • 55 EDGEBORO ROAD • EAST BRUNSWICK, NJ 08816
Telephone: 732-628-0221 • Fax: 732-628-0338 • Website: www.mciauth.com • E-mail: mciarecycling@mciauth.com

EDWARD J. WINDAS
Recycling Manager



March 12, 2015

Mr. Frederick Carr - Business Administrator
Borough of South River
48 Washington Street
South River, N.J. 08882

RE: Interlocal Service Agreement
Curbside Recycling Collection and Marketing Services

Dear Mr. Carr:

On February 11, 2015, the Middlesex County Improvement Authority Board of Commissioners' awarded a three (3) year Contract with two (2) one (1) year extension options to Central Jersey Waste and Recycling for the collection of recyclable materials. Services under the terms of the new Contract are scheduled to begin on Monday, March 30, 2015.

Enclosed, I have attached two original copies of the Recycling Collection and Marketing Services Agreement that will allow the Authority to provide services to your town for the term of the Contract. As collections will begin at the very end of March, we are requesting that you review and have both Agreements executed by your municipal governing body in a timely manner. Both copies of the signed originals should be mailed back to the MCIA Recycling Division office at 55 Edgeboro Road, East Brunswick, New Jersey, 08816. After final execution by the MCIA Board of Commissioners, one original copy with signatures of both parties will be forwarded to your office for your permanent file.

Should you have any questions or require additional information, please feel free to contact the MCIA Recycling office at the number indicated above.

Sincerely,

Edward J. Windas
Recycling Manager

EJW:ch

Attachments (2)

Cc: Richard Pucci, MCIA Executive Director
Daria Venezia, MCIA Counsel

PAT
new
Business
consult
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EJW

**AGREEMENT FOR THE PROVISION OF
RECYCLING COLLECTION AND MARKETING SERVICES
OF DESIGNATED RECYCLABLES**

THIS AGREEMENT, made this 30th day of March, 2015, by and between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey (the "Authority") and the Borough of South River, a municipal corporation in the State of New Jersey (the "Municipality").

WITNESSETH:

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq., each county within the State of New Jersey is deemed a solid waste management district; and

WHEREAS, each solid waste management district is responsible for developing a solid waste management plan that sets forth the strategy for disposing and/or recycling of solid waste generated within the geographic boundaries of the respective county; and

WHEREAS, the Board of Chosen Freeholders (the "Board") of the County of Middlesex (the "County") has adopted the Middlesex County Solid Waste Management Plan, as the same has been amended from time to time (the "County Plan"); and

WHEREAS, as part of the County Plan, the County has adopted a mandatory recycling plan ("Recycling Plan"), which, among other things, establishes a strategy for recycling at least sixty percent (60%) of the County's total solid waste stream and mandates the recycling of the following recyclable materials; specifically: newspaper, aluminum, food and beverage containers, glass food and beverage containers, high grade office paper, corrugated cardboard, leaves, and motor oil, steel cans, plastic containers, mixed paper, textiles and brush; and

WHEREAS, the County Plan designates the Authority as the sole implementing agency responsible for the implementation of the County's recycling plan; and

WHEREAS, in order to ensure uniform recycling collection and marketing services of recyclables and thereby increase the percentage of those materials recycled and marketed, the Authority sponsors a County-wide recycling collection and marketing program (the "Program"), which may be utilized by the municipalities in the County on a voluntary basis; and

WHEREAS, such recycling collection and marketing services of recyclables will be provided by the Authority by a private contractor, who has been selected pursuant to a competitive bidding process initiated by the Authority; and

WHEREAS, the Municipality desires to permit the Authority to assume responsibility for the collection of certain specified recyclables and for the preparation for market and marketing of such materials under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other as set forth in this Agreement, and for other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I - GENERAL

Section 1.1 DEFINITIONS.

The following definitions shall apply to and are used in this Agreement:

"Agreement" - means this "Agreement for the Provision of Recycling Collection and Marketing Services" of Designated Recyclables

"Aluminum Cans" – means food and beverage containers made entirely of aluminum.

"Authority" - means the Middlesex County Improvement Authority, a public body corporate and politic of the State of New Jersey, organized by the County pursuant to the County Improvement Authorities Law (N.J.S.A. 40:37A - 44 et seq.).

"Authority Collected Recyclables" – means the following recyclables generated within the geographic boundaries of the Municipality: newspaper, Glass Containers, Aluminum cans, corrugated cardboard from residential and commercial sources, Steel Cans, Plastic Containers and Mixed Paper.

"Board" - means the Board of Chosen Freeholders of the County of Middlesex, New Jersey.

"Commencement Date" - means the date upon which the Authority and the Municipality agree that the Authority, through its Contractor, will commence the provision of the Recycling Services anticipated to be March 30, 2015.

"Commingled Containers" – means plastic containers of no greater than 32 gallons in size to be used by the Residents to place Plastic Containers, Glass Containers, Aluminum Cans and Steel Cans at the curb for Single Stream Recycling collection by the Contractor, or such other container designated by the Authority for such use.

"Contractor" - means the contractor selected by the Authority to provide the Recycling Services.

"County" - means the County of Middlesex, New Jersey.

"County Plan" - means the Middlesex County district solid waste management plan, adopted by the Board pursuant to the Solid Waste Management Act, which provides for the collection, disposal and/or recycling of solid waste generated within the geographic boundaries of the County, as the same may be amended from time to time.

"County-Wide Recycling Program" – means the collection and marketing program for Authority Collected Recyclables established by the County and the Authority for all participating municipalities in the County.

"DEP" - means the New Jersey Department of Environmental Protection or any successor agency.

"Drop Off Center" - means the site owned and/or operated by the Municipality where Designated Recyclables are delivered by the Municipality or residents of the Municipality for collection and/or preparation for market.

"Drop Off Center Service" – means the site owned and/or operated by the Municipality where Authority Collected Recyclables are delivered by the Municipality or Residents for collection and/or preparation for market.

"Extra Service" – shall have the meaning set forth in Section 1.2.4 herein.

"Glass Containers" – means all glass containers used for packaging food or beverages.

"Local Public Contracts Law" - means N.J.S.A. 40A:11 - 1 et seq.

"Mixed Paper" – means glossy inserts, magazines, junk mail, colored paper, computer paper, office paper, fine paper, catalogs, telephone books, paperboard, Kraft bags, manuals with glued bindings, legal pads, greeting cards, non metallic gift wrapping paper, envelopes with or without windows, soft cover books and hard cover books with covers removed.

"Mixed Paper Container" – means covered 14-gallon container in which Residents will place Mixed Paper at the curb for collection by the Contractor, or such other container designated by the Authority for such purpose.

"Municipality" - means the _____, a municipal corporation of the State of New Jersey.

"Municipal Solid Waste" – means I.D. Type 10 Waste as defined by N.J.A.C. 7:26 – 2.13(g)(l)(i).

"Plastic containers" – means soda bottles made of PETE (SPI code #1) and milk, water and laundry product bottles made of HDPE (SPI code #2).

"Recycling Contract" – means the contract executed by and between the Contractor and the Authority, pursuant to which the Contractor shall provide Recycling Services for the County-Wide Recycling Program.

"Recycling Ordinance" – means the ordinance enacted by the Municipality establishing the mandatory municipal recycling program implemented in accordance with the Solid Waste Management Act and the County Plan, as the same includes the recyclables as set forth in Section 1.2.1.

"Recycling and Marketing Services" – means all of the duties, obligations, and services to be provided by the Contractor that are related to the collection, transportation, separation, processing, storage, sale of or disposition, or any combination thereof, of the Authority Collected Recyclables and the return of same to the economic mainstream in the form of raw materials or products.

"Residents" – means private, small commercial and institutional residents of the Municipality that are required to recycle pursuant to the Recycling Ordinance.

"Service Reimbursement Fee" – shall have the meaning set forth in Section 3.1 hereof.

"Single Stream Recycling" – means recycling collection where materials may be mixed together without separation of aluminum, steel, glass and plastic containers from cardboard and paper products.

"Steel Cans" – means tin-plated, bi-metal and other ferrous food and beverage containers..

"Term" - means the period of time during which the Agreement shall be in full force and effect as provided in Section 2.1 herein.

Section 1.2 GENERAL RESPONSIBILITIES

1.2.1 Conforming Recycling Ordinance.

(a) Municipality represents and warrants that its Recycling Ordinance is, and shall at all times be, consistent with the County Plan. The Municipality further represents and warrants that such Recycling Ordinance shall prohibit the scavenging of Authority Collected Recyclables; provided, however, that any nonprofit organization that is specifically permitted to scavenge certain designated Recyclables pursuant to the Recycling Ordinance as of the date hereof shall be exempt from the prohibition against the scavenging of such recyclables.

(b) The Municipality shall not amend or change the Recycling Ordinance without the prior written approval of the Authority.

1.2.2 Authority Collected Recyclables.

(a) Basic Service. On the Commencement Date, the Authority will cause the Contractor to commence the provision of Recycling Services for the Authority Collected Recyclables for all Residents for which the Municipality currently provides recycling collection Service ("Basic Service"). The Authority Collected Recyclables shall be collected by the Contractor at curbside at (1) all single family or duplex residential locations, (2) all multi-family dwellings with four (4) or less units or that currently place their recyclables at the curb, and (3) at all small businesses that currently place their recyclables at the curb in residential quantities. All multi-family dwellings with five (5) or more units, schools and public buildings shall deposit the Authority Collected Recyclables in on-site containers to be provided by the Contractor. All multi-family dwellings, schools and public buildings currently on file at the Authority's Recycling Office will continue to be serviced by the Contractor. In addition, the Contractor shall collect, process and market Authority Collected Recyclables delivered to the Drop Off Center by the Residents until such time that the Municipality notifies the Authority to discontinue Drop Off Center Service.

(b) Frequency and Timing of Service. The Contractor shall collect Authority Collected Recyclables on a bi-weekly basis. Collections will occur Monday through Friday and, at the Contractor's option, on Saturday, except for legal holidays, between the hours of 7:00 a.m. and 6:00 p.m.

(c) Transportation and Routing. Within thirty (30) days after the execution of this Agreement, the Municipality and the Authority shall establish transportation routes and collection schedules for Authority Collected Recyclables. Prior to the Commencement Date, the Contractor, with the assistance of the Authority, shall develop the transportation routes and collection schedule for the Municipality to be utilized by the Contractor, and shall provide the same in writing, to both the Municipality and the Authority. At the request of the Municipality, the Contractor shall use its best efforts to develop a collection schedule that is consistent with the Municipality's existing collection schedule. The Municipality shall have the right to request changes in the routing and collection schedules from time to time, and the Authority shall use its best efforts to cause the Contractor to incorporate such changes to the extent the same can be incorporated without unduly burdening the obligations of the Contractor. To the extent that any such requested changes shall cause the Contractor to incur additional costs and expenses, the Municipality shall be responsible for paying such costs and expenses. The Authority may also request reasonable

changes to the Municipality's routing and collection schedule. Such reasonable changes shall be accepted by the Municipality.

(d) Recyclables Other than Authority Collected Recyclables. The Municipality shall continue to be responsible for the collection, preparation for market and marketing of all recyclables other than Authority Collected Recyclables.

Section 1.2.3 Method of Preparation for Collection.

(a) Contractor will be responsible for the collection at curbside of Authority Collected Recyclables in Single Stream Recycling fashion. With the exception of corrugated cardboard and additional newspaper, recyclables may be mixed into a single container before being placed curbside. Recyclables will be collected in containers of no greater than 32 gallons in size and a maximum of 50 lbs. in weight. The Contractor will be responsible for collection at curbside of no more than eight (8) containers of mixed materials. Authority Collected Recyclables will include: (i) Glass Containers, Aluminum Cans, Plastic Containers (#1 and #2 only), and Steel Cans; (ii) Mixed Paper, including office paper, junk mail and newspaper; (iii) additional newspaper that does not fit in the containers may be stacked, bundled and tied no greater than twelve (12") inches in height and no greater than three (3) paper bags of quantity, and (iv) corrugated cardboard must stacked, bundled and tied in dimensions of no greater than twelve (12") inches in height and forty eight (48") inches in length and width. No more than six (6) bundles of combined newspaper and corrugated cardboard may be placed at the curb for collection. Any Authority Collected Recyclables that are not prepared for collection in this manner will be left at the curb by the Contractor.

(b) Authority Collected Recyclables shall be segregated at the Drop Off Center site in the containers provided by the Contractor in accordance with §1.2.10. Neither the Contractor nor the Authority shall be responsible for removing, collecting or processing Authority Collected Recyclables that have not been segregated in the proper containers or that have been placed in such containers with solid waste or any materials other than the appropriate Authority Collected Recyclables.

Section 1.2.4 Extra Services. At the Municipality's request, the Authority shall request a price from the Contractor, to the extent permitted by the provisions of the Local Public Contracts Law, to perform extra services related to the collection and marketing of recyclable material, including but not limited to, the implementation of additional collection days or the collection of recyclable material other than the Authority Collected Recyclables ("Extra Services"). If the Municipality agrees to the price for such Extra Services and the Authority and the Municipality develop an appropriate payment or reimbursement method, the Authority will negotiate, with the assistance of the Municipality, a change order, subject to the provisions of the Local Public Contracts Law, to the Recycling Contract with the Contractor to provide such Extra Services, and the Municipality shall be responsible for the payment of all costs and expenses related to the procurement of and the Contractor's provision of the Extra Services.

During holidays when institutions such as schools are closed, the institution shall be responsible for placing the recyclables at its appropriate location on its scheduled pick up date. Request to re-route a truck on another day or pick up at an alternative location, shall be deemed Extra Services and charged to the Municipality.

Section 1.2.5 Public Education/Awareness Program; Literature.

(a) The Municipality shall notify all Residents of the recyclables that must be source-separated, pursuant to the County Plan and the schedule for collection. Such notices shall be posted or published, at a minimum, not less than twice yearly and may include one of the following forms of notice: (1) an advertisement in a newspaper circulating in the Municipality; (2) a posted notice in public places

where public notices are customarily posted; or (3) inclusion of a notice with other official notifications periodically mailed to Residents, such as, for example, tax notices. The Municipality shall pay the costs and expenses associated with the preparation, posting, advertisement and distribution of all such notices.

(b) The Municipality may prepare and distribute at its own cost and expense additional literature and other educational materials describing, among other things, (i) the municipal recycling program established pursuant to the Recycling Ordinance, (ii) the County-Wide Recycling Program and the Recycling and Marketing Services to be provided within the geographic boundaries of the Municipality, (iii) the Authority Collected Recyclables to be source-separated, (iv) the manner or method of preparing Authority Collected Recyclables for collection, and (v) the location and schedules for collection.

Section 1.2.6 Enforcement Program to be Established by the Municipality. The Municipality shall establish and maintain a program to enforce the provisions of the Recycling Ordinance, which program shall include: (i) a method to ensure compliance with the County-Wide Recycling Program; and (ii) a method to prohibit the scavenging of Authority Collected Recyclables.

Section 1.2.7 Monitoring and Compliance. The Authority and the Municipality will work with the County to monitor compliance with the County-Wide Recycling Program at multi-family dwellings, public buildings, schools and other institutions receiving Recycling and Marketing Services.

Section 1.2.8 Municipal Recycling Coordinator. The Municipality's municipal recycling coordinator shall be responsible for coordinating the activities of the Municipality, the Authority and the Contractor and, for establishing the program for the collection of the Authority Collected Recyclables as set forth in section 1.2.2 above. The Municipality shall notify the Authority when or if a new municipal recycling coordinator is appointed. The Municipality shall be responsible for obtaining the tonnage amounts from businesses within its boundaries for the annual recycling state tonnage report. In addition, the Municipality shall remain responsible for the preparation of the annual recycling state tonnage report. The Authority shall provide an annual tonnage report to the Municipality indicating the total tonnage of each commodity collected throughout the previous year.

Section 1.2.9 Reports. The Authority and the Contractor will develop an appropriate reporting program that will reasonably identify Authority Collected Recyclables that are collected, processed and marketed by the Contractor. The Authority shall provide to the Municipality copies of the Contractor's monthly and annual reports submitted to the Authority in accordance with the Recycling Contract that relate to the Municipality's participation in the County-Wide Recycling Program. At the request of the Municipality, the Authority shall make available, or cause the Contractor to make available, any backup data used in preparing such reports during the regular business hours of the Authority or the Contractor, as the case may be.

Section 1.2.10 Containers.

(a) **Curbside Service.** The Authority shall provide replacement Mixed Paper Containers and Commingled Containers to the Municipality to distribute to the residents that receive curbside service through the MCIA Program at a cost equal to the Authority's cost. The Recycling Containers shall be provided in accordance with the Authority's Recycling Container Distribution Policy. Neither the Contractor nor the Authority shall be responsible for the collection of Authority Collected Recyclables that have been contaminated with solid waste or materials other than Authority Collected Recyclables.

(b) **Container Service.** The Contractor shall provide appropriately sized containers for all multi-family dwellings, schools and public buildings that do not place recyclables at the curb. The Municipality will work with the Contractor, the Authority and the Residents that will receive container service to ensure that an appropriate location on the site is established where roll-off containers or other appropriate containers, as determined by the Contractor, can be serviced. The site owner shall be responsible for maintaining the area where the containers are situated, including periodic cleaning and inspection to ensure that the Authority Collected Recyclables have not been, and will not be,

contaminated with solid waste or other materials. Neither the Contractor nor the Authority shall be responsible for collecting Authority Collected Recyclables that have not been properly segregated into the appropriate containers or that have been contaminated with solid waste or materials other than the Authority Collected Recyclables.

(c) Drop Off Center Service. The Contractor shall be responsible for providing appropriately sized containers at the Drop Off Center for use in collecting the Authority Collected Recyclables; provided, however, that such Drop Off Center Site shall be suitable for servicing by the Contractor in that there must be sufficient space and access to permit the placement, loading and unloading of roll-off or other containers used to store Authority Collected Recyclables. The Municipality shall be responsible for obtaining and maintaining any required licenses or permits for the Drop Off Center, and for maintaining the Drop Off Centers, including cleaning, security, odor control and insurance, and for periodically inspecting such site to ensure that the Recyclables have not been, and will not be, contaminated with solid waste or other materials. Neither the Contractor nor the Authority shall be responsible for removing, collecting or processing Recyclables that have not been segregated in the proper containers or that have been placed in such containers with solid waste or any materials other than the appropriate Recyclables.

Section 1.2.11 Mailing Labels.

If requested by the Authority, the Municipality shall, at its sole cost and expense, provide the Authority with mailing labels to be utilized by the Authority in the event the Authority sends a mailer or mailers relative to the County-Wide Recycling Program.

**ARTICLE II
TERM AND TERMINATION**

Section 2.1 Term

The Term of this Agreement shall commence on March 30, 2015, and shall continue until March 30, 2018 unless this Agreement is earlier terminated or extended as provided herein. Notwithstanding the foregoing; the authority may extend the term of the Agreement for two (2) additional periods of one (1) year each. Notice of the Authority's election to extend the term of this Agreement shall be provided ninety (90) days prior to the anticipated termination date. The option to extend shall be elected by the Authority in its sole discretion .

Section 2.2 Termination

Section 2.2.1 Termination by Municipality for Persistent Failure by Contractor to Perform.

(a) The Municipality shall notify the Authority in writing of any incidents where the Contractor fails to perform the Recycling and Marketing Services in an appropriate or timely fashion and in accordance with the terms of the Recycling Contract, and the Authority will use its best efforts to ensure that the Contractor cures its deficient performance by enforcing its contractual rights and remedies against the Contractor. In the event that the Contractor persistently and repeatedly fails to perform any material term or condition of the Recycling Contract and fails to cure such performance, the Municipality may terminate this Agreement upon thirty (30) days prior written notice to the Authority; provided, however, that the Municipality shall not be entitled to terminate this Agreement so long as the Contractor is proceeding in good faith and with due diligence to correct its failure or failures to perform.

Section 2.2.2 Termination by the Authority. This Agreement may be terminated by the Authority upon the occurrence of any of the following events:

(a) If the Recycling Contract entered into by and between the Authority and Contractor is terminated for any reason, the Authority shall be entitled to terminate this Agreement effective on the date of termination of the Recycling Contract.

(b) If the Municipality shall fail to pay an invoice by the due date (as set forth in Section 3.1(b)), the Authority may terminate this Agreement upon fourteen (14) days prior written notice to the Municipality.

(c) Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that should the Authority determine (in its sole discretion) that there are not sufficient monies to fund the County-Wide Recycling Program, the Authority shall be permitted to terminate this Agreement, upon at least ninety (90) days prior written notice to the Municipality. In such event, the Municipality shall assume responsibility for the collection and marketing of all recyclables in accordance with the provisions of the Solid Waste Management Act and the County Plan.

Section 2.2.3 Termination by Either Party. This Agreement may be terminated by either party in the event that any permit, license, consent, approval, or authorization which either the Authority or the Contractor is required to possess in order to carry out its obligations under this Agreement is refused, revoked or withdrawn such that the Recycling and Marketing Services cannot be performed for a period longer than fourteen (14) days; provided, however, that this Agreement may not be terminated by a party that is responsible for the occurrence of such event.

Section 2.2.4 Program Cancellation. In the event that (a) any litigation, whether judicial, administrative or otherwise, results in the entry of an order requiring that the County-Wide Recycling Program cease or that the Authority cease as implementing agency thereof, or (b) any governmental agency with jurisdiction over the Authority or the County-Wide Recycling Program provides for the dissolution of the Program or that the Authority shall cease to act as the implementing agency of the Program, this Agreement shall be terminated upon the date specified in such order or by such governmental agency, without any responsibility or liability for such termination between the parties hereto or without any further obligation of the Authority.

ARTICLE III – PAYMENT OBLIGATIONS

Section 3.1 MUNICIPALITY'S PAYMENT OBLIGATION.

(a) On and after the Commencement Date, the Municipality shall pay the Authority a portion of the actual cost paid by the Authority to the Contractor to provide the Basic Service and the entire amount of the Extra Service provided by the Contractor in the Municipality under the Recycling Contract. The Municipality shall be responsible for paying 100% of the cost of Extra Services to be provided by the Contractor. A listing of the Authority's costs under the Recycling Contract and of the Municipality's payment obligation to the Authority under this Agreement (the "Service Reimbursement Fee") is attached as Schedule A.

(b) The Authority shall submit to the Municipality a copy of the monthly invoice for Recycling and Marketing Services submitted to the Authority by the Contractor pursuant to the Recycling Contract. The Municipality shall pay its portion of such invoice within sixty (60) days of receipt thereof. Monthly payments to the Authority must clearly indicate the month and amount attributable to each component of the Service Reimbursement Fee when said payments are combined with other rendered service payments.

(c) In the event that the Authority or the Contractor incurs any cost or expenses as a result of the Municipality's material failure to perform any of its obligations hereunder, the Authority shall submit to

the Municipality a documented invoice for such cost and expense, and the Municipality shall pay such invoice within sixty (60) days following receipt thereof.

(d) The Municipality shall notify the Authority when new single-family and multi-family housing units are constructed, occupied and require Recycling and Marketing Services. The Municipality's number of monthly invoiced units will be adjusted accordingly as new units are added.

(e) The Authority's contribution towards the cost of the Basic Service provided by the Contractor shall be the only obligation of the Authority to payment towards Basic Service and shall be contributed by the Authority for only so long as the Municipality participates in the Program and receives Recycling and Marketing Services from the Contractor through the Authority pursuant to this Agreement. The Authority shall have no obligation to contribute to the Municipality's cost for Recycling and Marketing Services regardless of how same are provided to the Municipality if the Municipality does not receive Recycling and Marketing Services from the Contractor through the Authority.

ARTICLE IV - MISCELLANEOUS PROVISIONS

(a) The Authority shall use best efforts to assure that the Contractor performs the Recycling and Marketing Services in accordance with all applicable federal, state and local laws and regulations and the terms and of the Recycling Contract; however, the Authority shall not be liable for any costs and expenses incurred by the Municipality as a result of the acts or omissions of the Contractor or the Contractor's failure to perform the Recycling and Marketing Services.

(b) The remedies set forth herein shall be the sole remedies available to the parties, and neither party shall be entitled to recover consequential or incidental damages arising out of the other party's failure to perform their obligations hereunder.

Section 4.1 INDEMNIFICATION

(a) Authority Indemnification. To the extent permitted by law, the Authority shall indemnify, defend and hold harmless the Municipality, its officers, employees, contractors and agents from and against any and all claims, suits, losses, liabilities, penalties, assessments, damages, costs and expenses, including reasonable attorney's fees resulting from injury (including death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Authority, its officers, members and employees, arising in connection with the performance of its obligations hereunder; provided, however, that the Authority shall have no such obligation to indemnify or hold the Municipality harmless for any loss or damage resulting from the negligence or willful misconduct of the Municipality, its officers, employees or agents or of the Contractor, its officers, employees, contractors and agents.

(b) Municipality Indemnification. The Municipality shall indemnify, defend and hold harmless the Authority, its officers, members, employees, contractors and agents from and against any and all claims, suits, losses, liabilities, penalties, assessments, damages, costs and expenses, including reasonable attorney's fees resulting from injury (including death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Municipality, its officers, members, employees or agents arising in connection with the Municipality's performance of its obligations hereunder; provided, however, that the Municipality shall have no such obligation to indemnify or hold the Authority harmless for any loss or damage resulting from the negligence or willful misconduct of the Authority or its officers, members or employees.

(c) The Municipality covenants that the Drop Off Center Site has not been used for the disposal, storage and/or handling of solid waste or hazardous or toxic waste, and the Municipality is not aware of, or has any knowledge of, any previous or illegal activity on the site that may have resulted in the disposal, storage and/or handling of solid waste or hazardous or toxic waste. In the event that the

Authority or the Contractor incurs any costs, expenses or liability as a result of the presence on the Drop Off Center Site of any solid waste or hazardous or toxic waste, the Municipality shall indemnify, defend and hold harmless the Authority and the Contractor and their respective officers, members, employees, contractors and agents, from and against all such claims, actions, liabilities, fines, penalties, costs and expenses. The Municipality shall be responsible for providing for the clean up of the Drop Off Site, and the Authority shall not be responsible for the payment of any costs associated therewith.

(d) All indemnities contained in this Agreement shall survive the termination of this Agreement.

Section 4.2 MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

Section 4.3 SUCCESSORS AND ASSIGNS; ASSIGNABILITY

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the other party, which consent shall not be unreasonably withheld.

Section 4.4 FORCE MAJEURE

The Authority and/or Municipality shall be relieved from performing their respective obligations hereunder upon the occurrence of force majeure events, such as fire, catastrophe, casualty, civil commotion, acts of God or the public enemy, governmental prohibitions or regulations, or any other causes that are beyond the reasonable control of the party relying thereon as justification for not performing any obligation hereunder; provided, however, that the affected party may only be excused to the extent necessitated by such force majeure event.

Section 4.5 HEADINGS

Captions and headings in this Agreement are intended for convenience of reference only and shall not be considered as having any bearing on this Agreement.

Section 4.6 GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Jersey.

Section 4.7 RELATIONSHIP OF THE PARTIES

Except as otherwise explicitly provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services that are to be provided or contractual obligations that are to be assumed by the other party, and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

Section 4.8 NO WAIVER

The failure of the Authority or the Municipality, as the case may be, to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, condition, provision, agreement or option. No waiver by the Authority or the Municipality of any term, covenant, condition, or provision of this Agreement shall be

deemed to have been made unless expressed in writing and signed by the Authority or the Municipality as the case may be.

Section 4.9 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this Agreement or to take such other actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as so amended, shall remain in full force and effect.

Section 4.10 COUNTERPARTS

This Agreement may be executed in any number of counterparts with the same effect as if the signature and seals thereto and hereto were upon the same instrument.

Section 4.11 MODIFICATIONS

The terms and conditions of this Agreement, including its attachments, may be modified at any time by mutual agreement of the parties in writing, duly signed by their authorized representatives.

Section 4.12 NOTICES

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered mail or certified mail, return receipt requested, or recognized overnight delivery, at the addresses set forth below, or to such other address as may be provided to the other party in writing from time to time. Notices delivered by registered or certified mail shall be deemed received three (3) days after sending or upon receipt, whichever shall occur first. Notices delivered by recognized overnight delivery shall be deemed received the date delivered.

If to the Authority:

Middlesex County Improvement Authority
101 Interchange Plaza
Cranbury, New Jersey 08512
Attn: Executive Director
Telephone: (609) 655-5141
Telefax: (609) 655-4748

If to the Municipality:

Telephone:
Telefax:

IN WITNESS WHEREOF, the parties each represent to the other that the individuals executing this Agreement are fully authorized and empowered to sign on their behalf.

**SEAL:
ATTEST:**

Jacque Eaker, Secretary

**MIDDLESEX COUNTY
IMPROVEMENT AUTHORITY**

By: _____
Leonard J. Roseman, Chairman

**SEAL:
ATTEST:**

Clerk

(Municipality)

By: _____
Mayor

SCHEDULE A

Middlesex County Improvement Authority
Curbside Recycling Collection Program
Collection Costs

Contract Term: March 30, 2015 – March 30, 2018
With two one (1) Year Options

	<u>Authority Contracted Cost</u>	<u>Service Reimbursement Fee</u>
Base Unit Fee	\$ 2.68 unit/month	\$ 2.35 unit/month
Multi-Family Unit Fee	\$ 2.68 unit/month	\$2.35 unit/month
Drop Off Center		
Newspaper	\$ 75.00 per ton	\$65.63 per ton
Mixed Paper	\$ 75.00 per ton	\$65.63 per ton
Cardboard	\$ 75.00 per ton	\$65.63 per ton
Commingled	\$ 95.00 per ton	\$83.13 per ton
Commercial Collection	\$ 1,015 per truck	\$888.13 per truck

- Note: (1) Municipalities will be responsible for 100% of the cost for "Extra Services".
- (2) Commercial collection other than biweekly is considered "Extra Services".
- (3) An additional prorated unit fee is applied in any month where there are three (3) collections in a month.

B

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



RECEIVED

JAN 09 2015

APPLICATION FOR MERCANTILE LICENSE

NAME OF BUSINESS LITRIC CONTRACTING LLC BOROUGH CLERK
PROPOSED LOCATION 145 RUSSELL AVE . S RIVER NJ 08816
BLOCK# 305 LOT# 2.02
BUSINESS TELEPHONE 732-257-9053
NATURE OF BUSINESS (Describe Operation) - OFFICE / STORAGE / SHOP.
VEHICLE PARKING. FOR (3) VEHICLES -

APPLICANT INFORMATION

NAME DRAGAN LITRIC
HOME ADDRESS 74 DIERFIELD RD.
CITY, STATE, ZIP R. BRUNSWICK NJ 08816
TELEPHONE# HOME 732-257-5343 CELL 732-735-5846
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 MON - FRI. 7:00 AM - 5:00 PM. WORK DONE ON PREMISES
SQ. FOOTAGE OF AREA TO BE OCCUPIED 1,250
OFF STREET PARKING SPACES AVAILABLE TO SPACE BEING OCCUPIED # 0

DOES OPERATION INVOLVE USE OR STORAGE OF FLAMMABLE/COMBUSTABLE OR HAZARDOUS MATERIALS YES NO

IF YES, SUPPLY QUANTITIES AND MSDS SHEETS ON PRODUCTS INVOLVED (ATTACH TO APPLICATION)

PREVIOUS BUSINESS AT THIS LOCATION

DESCRIBE OPERATION OF PREVIOUS BUSINESS

PRINTING PLATES

NUMBER OF EMPLOYEES AT PREVIOUS BUSINESS _____ **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 YES NO
If YES, describe in detail. (Date, location, disposition)
Nov 28/2008 - Took place in South River (Unlawful possession of weapon)
Dismissed by South River Municipal Court on Feb 24, 2009

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.

Dragan Storic _____ 1/6/15 _____
Applicant Signature Date

FEE: New \$50.00 ()
Transfer \$25.00 ()

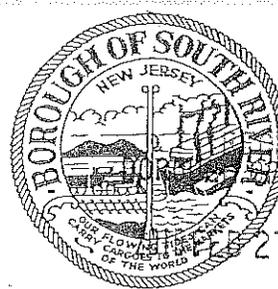
REFERRAL DATE _____

DEPARTMENT	OFFICIAL	APPROVAL/DENIAL	SIGNATURE
Zoning/Building	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Police	<i>[Signature]</i>	APP.	<i>[Signature]</i> 3/13/15
Fire Prevention	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Health	<i>[Signature]</i>	EG	<i>[Signature]</i>
Mayor/Council			

RETURN RECOMMENDATIONS TO BOROUGH CLERK'S OFFICE WITHIN 2 WEEKS OF RECEIPT

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

C



RECEIVED
 SOUTH RIVER
 FEB 27 AM 11:52

APPLICATION FOR MERCANTILE LICENSE

FEES:
 \$50.00 NEW
 \$25.00 Transfer

NAME OF BUSINESS A & Q Laundry Room LLC

PROPOSED LOCATION 56 Jackson St. South River, NJ

BLOCK# 318 LOT# 3

BUSINESS TELEPHONE _____

NATURE OF BUSINESS (Describe Operation)

Laundromat

APPLICANT INFORMATION

NAME Tyeshia O'Hong

HOME ADDRESS 315 Park Ave

CITY, STATE, ZIP PISCATAWAY NJ 08854

TELEPHONE# HOME _____ CELL 201-892-1836

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 1

DAYS AND HOURS OF OPERATION 7 days 6A-11P

SQ. FOOTAGE OF AREA TO BE OCCUPIED approx 1400 sq. ft

OFF STREET PARKING SPACES AVAILABLE TO SPACE BEING OCCUPIED # 7-8

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:

REFERRAL DATE 2/27/15

DEPARTMENT	APPROVAL/DENIAL	SIGNATURE	DATE
Zoning/Building			<u>3/2/15</u>
Police			<u>3/2/15</u>
Fire Prevention			<u>3/2/15</u>
Health			<u>2/27/15</u>

NAME Tyeshia Offiong

PREVIOUS BUSINESS AT THIS LOCATION:

DESCRIBE OPERATION OF PREVIOUS BUSINESS

Laundromat

NUMBER OF EMPLOYEES AT PREVIOUS BUSINESS _____ 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

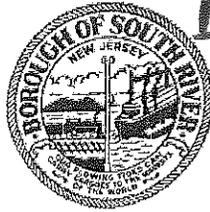
Is applicant currently the subject of any outstanding warrants? YES NO

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.

Tyeshia Offiong
Applicant Signature

1/17/15
Date



PATRICK GERALDO , Captain
DEPARTMENT HEAD

WILLIAM SYNEK , Asst. Captain
DEPUTY - DEPARTMENT HEAD

TONY CIULLA , Councilman
CHAIRPERSON
PUBLIC SAFETY COMMITTEE

JOHN KRENZEL , Mayor

**BOROUGH OF SOUTH RIVER
DEPARTMENT OF RESCUE
EMERGENCY MEDICAL SERVICES
6 THOMAS STREET
SOUTH RIVER, NEW JERSEY 08882**

RECEIVED

MAR 6 - 2015

BOROUGH CLERK

To: Mayor & Council
From: Patrick Geraldo, Captain
Date: March 6, 2015
Re: Resolution for Change in Membership Status

The following member has met the minimum call volume requirements necessary to retain Regular Membership status in the South River Rescue Squad. Member has answered the minimum of 15% of Rescue Squad calls for over four consecutive months.

Please prepare the necessary Resolution to change the following member from Probationary status to Regular membership.

- 1) Elizabeth Malgieri - 48 Roosevelt St South River, NJ 08882

Thank you for your cooperation in this matter.

Regards,

Patrick Geraldo, Captain

E

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME



TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP

March 5, 2015

Borough of South River
48 Washington Street
South River, NJ 08882

Attn: Patricia O'Connor, Borough Clerk

RE: Jads Construction Soil Addition and Grade Alteration Application
Block 284, Lots 12 & 21
40 Jeffrie Avenue
South River, New Jersey
Our File No.: PSRP0284.01

Dear Ms. O'Connor:

In accordance with the Land Development Ordinance of the Borough of South River, we have prepared the attached Performance Bond Estimate and Engineering Inspection Fee Deposit for the above referenced project. We have reviewed the enclosed Performance Bond submitted by the applicant and have no comments. We recommend the Bond also be reviewed by the Borough Attorney.

By copy of this letter, we request that the applicant's contractors provide us with 48 hours' notice of the commencement of any site improvements so we may provide the necessary site inspection services.

A condition of the project approve requires the applicant to file a deed granting the Borough an easement for the portion of the drainage ditch to be piped. The applicant must present the borough with a filed deed prior to the Performance Bond being released.

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

*THIS
w/ly
desa
not*

BMK/mdp
Enclosures

cc: Planning Board Chairman
All Board Members
Board Recording Secretary
Board Attorney
Board Planner
Borough Administrator
Chief Financial Officer
Borough Construction Official
Joseph Beim, P.E.
Linda Castillo

F

ORDINANCE 2015-

AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF SOUTH RIVER, CHAPTER 155 ENTITLED "FEES" BY AMENDING SEC. 155-5, ENTITLED "CH. 103, ALCOHOLIC BEVERAGES", SEC. 155-10.7 ENTITLED "MISCELLANEOUS LICENSES AND FEES", SEC. 155-14, ENTITLED "CH. 169, FIRE PREVENTION", SEC. 155-18, ENTITLED "CH. 255, PEDDLING AND SOLICITING", SEC. 155-19, ENTITLED "CH. 258, PROPERTY MAINTENANCE", SEC. 155-19.1 ENTITLED "SEC. 22-62, RECREATION PROGRAM AND PARK FEES", SEC. 155-27, ENTITLED "TAXICABS AND LIMOUSINES", SEC. 155-31, ENTITLED "CH. 344, WRECKERS"

BE IT ORDAINED by the Mayor and Borough Council of the Borough of South River, that Chapter 155 of the Code of the Borough of South River entitled "Fees" be amended as follows:

SECTION 1.

155-5. Chapter 103, Alcoholic Beverages.

- A. Plenary retail consumption license: [~~\$550.~~] \$660.
- B. Plenary retail distribution license: [~~\$350.~~] \$420.
- C. Club license: [~~\$100.~~] \$120.
- D. Transfer of license: [~~\$55.~~] \$66.
- E. Teen night events:

SECTION 2.

155-10.7, Miscellaneous licenses and fees. Add following fees:

	Fee
CD/DVD	\$1.
Payment Plan Fees	\$5.

SECTION 3.

155-14. Chapter 169, Fire Prevention.

- A. Registration fees and local inspections. The following fees shall be required for businesses, occupancies, buildings or structures upon inspection by the local Fire Official, or a representative of the same, which shall be performed at least once every three years:

- (1) Up to [~~50,000~~] 12,000 square feet of occupiable space: [~~\$25.~~] \$50.
- [(2) Fifty thousand square feet to 200,000 square feet of occupiable space: \$50]

[(3) For each 100,000 square feet of occupiable space above 200,000 square feet: an additional \$25]

(2) Maximum fee: \$250.

B. Information requests.

C. Automatic fire alarms and carbon monoxide alarms for residential use:

(1) Basic fee: [~~\$35~~] \$50. per unit

(2) The fee would rise to [~~\$70~~] \$100. if the certificate is required within ten (10) days and [~~\$125~~] \$150. if required within three (3) days.

SECTION 4.

Section 155-18, Chapter 255, Peddling and Soliciting

Existing Section 155-18 shall be deleted and replaced with the following:

License fee: \$25.

SECTION 5.

Section 155-19, Chapter 258, Property Maintenance

- A. The fee for a registration and initial inspection for a certificate of leased occupancy inspection shall be [~~\$75~~] \$100 per unit, and if a reinspection is required, a reinspection fee of [~~\$50~~] \$75 shall be required. Said fee shall be paid with the application for inspection and along with the request for reinspection.
- B. For a certificate of continuing occupancy for all residential and commercial structures at time of sale, said fee shall be [~~\$50~~] \$100, and if a reinspection is required, an additional fee of [~~\$50~~] \$100 for each reinspection. Said fee shall be paid along with the application, and reinspection fee shall be paid at the time of the requested reinspection.
- C. The fee for additional reinspections after the first reinspection due to continued denial shall be [~~\$100~~] \$125.
- D. The fee for the fire inspection shall be that which is established in the Uniform Fire Safety Act set forth in said Act and revised general ordinances of the Borough of South River.

SECTION 6.

155-19.1 Section 22-62, Recreation Program and Park Fees

- A. Baseball
- B. Basketball (fundamentals, K through 2, 3rd through 5th, 6th through 8th): [~~\$35.~~]
\$45.
- C. Softball
- D. Wrestling: [~~\$35.~~] \$75.
[(1) additional fee after registration closed: \$10]
- E. Soccer.....
- F. Street hockey: \$35
[(1) Resident: \$35]
[(2) Nonresident: \$45]

For programs A through F, additional fees are as follows:

\$10 fee after registration closed
\$10 fee for nonresidents

- G. Street hockey fundamentals
- H. Aerobics
- I. Picture with Easter Bunny
- J. Karate
- K. Tennis
- L. Athletic field lighting fees
- M. Athletic field use fees

SECTION 7.

155-31. Chapter 344, Wreckers.

- A. License fee: [~~\$50.~~] \$100. per year; fee on or after August 1: [~~\$25.~~] \$50.

SECTION 8. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause, or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

SECTION 9. All Ordinances or parts of Ordinances inconsistent with or in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 10. This Ordinance shall take effect after final passage, adoption, and publication according to law.

***Additions are underlined; deletions are in brackets**

Dated:

ATTEST:

JOHN M. KRENZEL, Mayor

PATRICIA O'CONNOR, Registered Municipal Clerk

Borough of South River, NJ
Friday, March 20, 2015

Chapter 155. Fees

§ 155-5. Chapter 103, Alcoholic Beverages.

- A. Plenary retail consumption license: ~~\$550~~ 660
- B. Plenary retail distribution license: ~~\$350~~ 420
- C. Club license: ~~\$100~~ 120
- D. Transfer of license: ~~\$55~~ 66
[Amended 10-12-2010 by Ord. No. 2010-30]
- E. Teen night events:
 - (1) For an individual permit to cover a single teen night event, the fee shall be \$50 per event.
 - (2) For a yearly permit, the fee shall be \$500 for the first year and \$750 for each subsequent yearly permit.
 - (3) Any other types of permits, i.e., monthly, quarterly, etc., shall be reviewed on a case-by-case basis by the Borough Council for the establishment of the appropriate fees.

§ 155-10.7. Miscellaneous licenses and fees.

ADD: CD/DVD \$1.
PAYMENT PLAN FEES \$5.

[Added 7-12-2010 by Ord. No. 2010-20; amended 10-12-2010 by Ord. No. 2010-30; 5-14-2012 by Ord. No. 2012-9; 3-25-2013 by Ord. No. 2013-7; 11-25-2013 by Ord. No. 2013-27]

License Issued	Fee
Application for police officer	\$75
Government record under Open Public Records Act	
8 1/2 inches by 11 inches page size	\$0.05/page
8 1/2 inches by 14 inches page size	\$0.07/page
Firearms ID card	\$5
Street map	\$4
Master Plan copy	\$50
Birth, marriage, domestic partnership and death certifications	\$15
Birth, marriage, domestic partnership and death corrections	\$25
Bound volume of the Code of the Borough of South River	\$186
Code supplement	\$25
Zoning Map	\$4
Subdivision and Site Plan Review, Stormwater Management and Zoning Book	\$25
Real property tax search	\$3

License Issued	Fee
Real property assessment search	\$3
Tax and utility lien and tax and utility property search	\$10
Lien search (water, sewer, electricity, taxes)	\$5
Water assessment search	\$3
Electric assessment search	\$3
Water or electric search	\$5
Duplicate real property tax bill	\$5
Duplicate water bill	\$5
Duplicate electric bill	\$5
Duplicate tax sale certificate	\$5
Unrecorded lien certificate	\$11
Duplicate mailing of tenant water and electric bills to owner	\$32
Credit card charge back	\$20
Property maintenance administrative fee	5%
All payments made by credit card and/or debit card to the Borough of South River, exclusive of any payments to the Municipal Court	Fee of 3%

§ 155-14. Chapter 169, Fire Prevention.

A. Registration fees and local inspections. The following fees shall be required for businesses, occupancies, buildings or structures upon inspection by the local Fire Official, or a representative of the same, which shall be performed at least once every three years:

- (1) Up to ^{12,000} ~~50,000~~ square feet of occupiable space: ~~\$25~~ ⁵⁰
- ~~(2) Fifty thousand square feet to 200,000 square feet of occupiable space: \$50. DELETE~~
- ~~(3) For each 100,000 square feet of occupiable space above 200,000 square feet: an additional \$25. DELETE~~
- (2) ~~(4)~~ Maximum fee: \$250.

B. Information requests. Requests for file information shall be accompanied by a research fee of \$25. Photocopies of information will be provided at a cost of \$0.50 per page for the first 10 pages, \$0.25 per page for the next 10 pages and \$0.10 for each additional page.

C. Automatic fire alarms and carbon monoxide alarms for residential use.

- (1) Basic fee: ~~\$35~~ ⁵⁰ per unit.
- (2) The fee would rise to ~~\$70~~ ¹⁰⁰ if the certificate is required within 10 days and to ~~\$125~~ ¹⁵⁰ if required within three days.

§ 155-18. Chapter 255, Peddling and Soliciting.

- A. ~~Filing of application: \$5.~~
- B. License fees: ~~\$25.~~
- (1) ~~First six days: \$5.~~

- (2) Per month for the first four months: \$10.
- (3) Any period from five months to a year: \$50.^[1]

[1]: *Editor's Note: Former Subsection C, concerning the refund for return of badge, and Subsection D, badge fee for nonreligious groups, were repealed 10-24-2011 by Ord. No. 2011-36.*

§ 155-19. Chapter 258, Property Maintenance.

- A. The fee for a registration and initial inspection for a certificate of leased occupancy inspection shall be ~~\$75~~¹⁰⁰ per unit, and if a reinspection is required, a reinspection fee of ~~\$50~~⁷⁵ per unit shall be required. Said fee shall be paid with the application for inspection and along with the request for reinspection.
- B. For a certificate of continuing occupancy for all residential and commercial structures at time of sale, said fee shall be ~~\$50~~¹⁰⁰; and if a reinspection is required, an additional fee of ~~\$50~~¹⁰⁰ for each reinspection. Said fee shall be paid along with the application, and reinspection fee shall be paid at the time of the requested reinspection.
- C. The fee for additional re-inspections after the first reinspection due to continued denial shall be ~~\$100~~¹²⁵.
- D. The fee for the fire inspection shall be that which is established in the Uniform Fire Safety Act set forth in said Act and revised general ordinances of the Borough of South River.

§ 155-19.1. Section 22-62, Recreation program and park fees.

[Added 2-25-2008 by Ord. No. 2008-8]

- A. Baseball (t-ball, rookie, minor, major leagues): \$35.
[Amended 6-27-2011 by Ord. No. 2011-16]
- B. Basketball (fundamentals, K through 2, 3rd through 5th, 6th through 8th): ~~\$35~~⁴⁵.
[Amended 6-27-2011 by Ord. No. 2011-16]
- C. Softball (gidgets, juniors, seniors): \$35.
[Amended 6-27-2011 by Ord. No. 2011-16]
- D. Wrestling: ~~\$35~~⁷⁵.
[Amended 6-27-2011 by Ord. No. 2011-16]

E. SOCCER
F. Street hockey:

- (1) Resident: \$35.
[Amended 6-27-2011 by Ord. No. 2011-16]
- (2) Nonresident: ~~\$45~~⁷⁵.
[Amended 6-27-2011 by Ord. No. 2011-16]
- (3) Additional fee after registration closed: \$10. ; *additional fee*

~~F~~ Street hockey fundamentals:

- (1) Three-week basic skills program: \$10.
- (2) Additional registration fee for regular league play: \$15.
- (3) Full registration fee (exclusive of basic skills program): \$25.

~~G~~ Aerobics, men's fitness, zumba and yoga: \$30.
[Amended 6-27-2011 by Ord. No. 2011-16]

~~H~~ Picture with Easter Bunny: \$3.

~~J~~ Soccer: \$75.
[Amended 6-27-2011 by Ord. No. 2011-16]

~~K~~ Karate: program fee as determined by instructor.

K. Tennis: program fee as determined by instructor.

L. Athletic field lighting fees:
[Added 3-10-2014 by Ord. No. 2014-6]

- (1) When any sports team or league seeks to reserve the use of a Borough athletic field at night (s), with the use of lighting, it shall be charged a lighting fee for the use of the electricity on lighted fields. The fee shall be \$25 per hour, billed in one-half-hour increments per use, rounded up, based on the amount of the time reserved. All fees will be collected up front, based on the amount of field time reserved, at the beginning of each season. If there are any hours paid for and not used, due to rainouts or other cancellations, said fees shall be refunded in a reasonable time following the end of the sports season.
- (2) Exemptions. Fees for all Borough recreation leagues, Borough schools and Borough youth teams shall be absorbed by the Borough. Any disputes over what teams or groups are exempt shall be decided by the Borough Administrator.

M. Athletic field use fees:
[Added 4-28-2014 by Ord. No. 2014-9]

- (1) When any sports team or league seeks to reserve the use of a Borough athletic field, it shall be charged a fee for the use of the fields. The fee shall be \$50 per use. All fees will be collected up front, based on the amount of field time reserved, at the beginning of each season. If there are any dates paid for and not used, due to rainouts or other cancellations, said fees shall be refunded in a reasonable time following the end of the sports season.
- (2) Exemptions. Fees for all Borough recreation leagues, Borough schools and Borough youth teams shall be absorbed by the Borough. Any disputes over what teams or groups are exempt shall be decided by the Borough Administrator.

§ 155-27. Chapter 310, Taxicabs and Limousines.

[Amended 5-11-2009 by Ord. No. 2009-13]

- A. For each taxicab owner's license, the sum of \$100 per year or any fraction thereof.
[Amended 7-9-2012 by Ord. No. 2012-16]
- B. For each taxicab driver's license, the sum of \$50 per year or portion of the year.
[Amended 7-9-2012 by Ord. No. 2012-16]

- C. For each limousine license, the sum of ~~\$50~~¹⁰⁰ per year or any fraction thereof.
- D. For each limousine driver's license, the sum of \$50 per year or portion of the year.
[Added 7-9-2012 by Ord. No. 2012-16]
- E. For substitution of a taxicab vehicle, the sum of \$25 per vehicle.
[Added 7-9-2012 by Ord. No. 2012-16]

§ 155-31. Chapter 344, Wreckers.

- A. License fee: ~~\$50~~¹⁰⁰ per year; fee on or after August 1: ~~\$25~~⁵⁰.
- B. Charges:
[Amended 7-23-2007 by Ord. No. 2007-15; 12-23-2008 by Ord. No. 2008-38]
- (1) For conveying a disabled vehicle from any point in the Borough, when towed, transported and/or conveyed or removed any time of the day or night: \$110. Licensed Borough wrecker operators may assess a one-time administrative yard fee in the amount of \$25 to cover the handling costs of a vehicle in storage.
 - (2) Dead storage.
 - (a) For the first 15 days of dead storage, after a twenty-four-hour grace period from the time of arrival at a storage facility: \$35/day for each twenty-four-hour period or fraction thereof.
 - (b) For every day of dead storage exceeding 15 days: \$50/day.
 - (3) Clean up scene of accident: \$50; \$15 additional for application of absorbent material.
 - (4) Standby time: \$75 per hour, which time shall begin to accrue once the tow operator has been on the scene for 59 minutes without being able to begin to tow and/or commence recovery efforts. Any part of an hour after the elapsed first 59 minutes shall be counted as a full hour and the full hourly rate of \$75 shall then be charged.
 - (5) Winching fee: \$75 per hour.
 - (6) The rates delineated in this section shall be exclusive of any other repair service costs provided by the tow operator, including, but not limited to, such services as repairing flat tires or installing new and/or spare parts to a disabled vehicle. A tow operator shall be permitted to charge an additional fee of \$75 for such services as lockouts, tire changes and fuel deliveries. In such situations, it shall be the responsibility of the tow operator to first inform the owner and/or operator of the motor vehicle of the hourly labor rates and estimated cost for parts, materials, other services and labor prior to the performance of such repair services.
 - (7) If a motorist requests to have his or her vehicle taken to any location within the Township other than the wrecker operator's business location, the wrecker operator shall comply if the motorist has either cash or a credit card to pay for the towing charges. There shall be no additional charge for towing a vehicle to any location within the Borough of South River. If a motorist requests that his or her vehicle be taken outside the Borough but within Middlesex County and the wrecker operator is able to comply with the request, the fee shall be \$4 per mile beyond the boundaries of South River regardless of the time of day. The motorist shall be responsible for negotiating the terms of a tow beyond Middlesex County. No operator shall refuse a credit card or cash as payment for services.

G

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME



TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP

March 13, 2015

Mr. Frederick Carr, Borough Administrator
Borough of South River
48 Washington Street
South River, New Jersey 08882

**Re: Proposal for Firehouse Site
Block 264.01, Lots 1, 6.01 and 12
South River, New Jersey
Our File No.: PSR00002.E1/PSR00542.01/03
ISR00278.01**

Dear Mr. Carr:

CME Associates is pleased to submit for your consideration this proposal to provide additional site improvement services for the above referenced matter. They include additional remedial investigation of ground water, supplemental soil investigation work and site improvement construction administration services.

• **ADDITIONAL REMEDIAL INVESTIGATION SERVICES**

Background

The Borough of South River previously retained Behram Turan, P.E., LSRP of our Firm as the Licensed Site Remediation Professional (LSRP) to oversee the remedial activities at Block 264.01 Lots 1, 6.01, and 12. The site remediation is being conducted in coordination with redevelopment of the property for use as a firehouse.

CME previously conducted a remedial investigation of onsite areas of concern associated with former and existing USTs on the site, as well as with former auto repair operations. The investigations identified soil contamination above applicable remediation standards. The Borough has retained a contractor to remove the remaining USTs and contaminated soils, as well as demolish the existing structures. The remedial investigations also identified groundwater contamination on the property. Based on the groundwater flow direction, the contamination appears to be directed offsite into the Jackson Street right-of-way. Additional investigation must be conducted in accordance with the Technical Requirements for Site Remediation (NJAC 7:26E) to evaluate the extent of offsite groundwater contamination and determine if there is a potential impact to offsite properties. This proposal is for LSRP services related to additional remedial investigation of groundwater.

Scope of Work

Task 1: Annual Remediation Fee

Pursuant to the Administrative Requirements for the Remediation of Contaminated Sites (NJAC 7:26C), the entity responsible for conducting remediation is required to pay an annual remediation fee. The NJDEP Annual Remediation Fee for the site is estimated at \$2,880 based on the number of contaminated areas of concern and regulated USTs, and the presence of groundwater contamination. This cost proposal includes electronic filing of the fee form and payment of the fee for



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Proposal for Firehouse Site
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a one-year period. Note that if impacts to media other than soil and groundwater are identified at the site, the fee amount will increase.

Estimated Fee for Services \$ 3,000
This fee includes estimated direct costs of \$2,880.

Task 2: Remedial Action Oversight and Confirmatory Soil Sampling

In accordance with the contract specifications, the contractor retained by the Borough will perform a remedial action consisting of the following activities:

- Remove of an estimated 550-gallon regulated gasoline UST on Lot 1
- Removal of an estimated 4,000-gallon heating oil UST on Lot 12
- Excavation of contaminated soil in three areas of concern

CME will provide oversight of all field activities and document the UST closures and soil remedial action. Excavated soils will be screened for indications of contamination, including screening for volatile emissions with a calibrated photo-ionization detector (PID). CME will direct the soil excavations based on the screening observations.

CME will collect post-excavation soil samples in accordance with NJDEP guidance. For the purpose of this proposal, it is assumed that up to twelve (12) discrete soil samples will be collected for analysis of volatile organic compounds (VO+15), up to ten (10) soil samples will be collected for analysis of Category 1 Extracted Petroleum Hydrocarbons (EPH) with contingency analyses for naphthalene and 2-methylnaphthalene, and up to twelve (12) soil samples will be collected for analysis of PAHs, metals, and SPLP metals. Sampling will be conducted in conformance with the NJDEP Field Sampling Procedures Manual. All samples will be submitted to a State certified laboratory for analysis with standard turnaround time. Sample locations will be recorded with handheld GPS equipment or by manual measurement.

The extent of contamination is not fully delineated in some AOCs. If contamination is more extensive than is anticipated, then additional excavation and post-remedial sampling may be required.

Estimated Fee for Services \$ 23,100
This fee includes estimated subcontractor and direct costs of \$8,950.

Task 3: Groundwater Investigation

Previous investigations identified groundwater contamination on the site at levels exceeding the Ground Water Quality Standards. CME will conduct additional groundwater investigation to evaluate offsite impacts. It is assumed that the investigation will be conducted following the completion of the onsite oil remediation activities.



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Utility Mark-Out

In addition to the one-call utility mark-out in public right-of-ways, CME will arrange a private utility mark-out to clear proposed well locations. We anticipate that the Borough will also provide assistance in identifying underground utility lines, sewers, and drains within the garage.

Temporary Well Point Sampling

Temporary well points will be installed and sampled in the public right-of-ways (Jackson Street and Raritan Avenue) to assess the extent of offsite contamination. The well points will be installed in direct-push boreholes advanced using Geoprobe boring equipment. It is assumed that the preliminary groundwater sampling will be completed in two (2) field days. Twelve (12) groundwater samples will be collected for analysis of volatile organic compounds (VO+15) and semi-volatile organic compounds (BN+15).

Monitoring Well Installation and Groundwater Sampling

Three of the four existing monitoring wells on the site are expected to be removed as a result of the proposed remedial excavations. Following the remediation, additional wells need to be installed including onsite replacement wells and possible offsite wells. At this time, it is assumed that any offsite wells will be installed in public right-of ways. CME will retain a licensed driller to install six (6) 2-inch diameter PVC monitoring wells (assumed up to 15 feet deep) in accordance with applicable regulations. Two (2) rounds of groundwater samples will be collected from each of the monitoring wells (6 new and 1 pre-existing). Each groundwater sample will be analyzed for VO+15, MTBE, TBA, and BN+15. One aqueous trip blank will accompany each lab bottle shipment and be analyzed for VOCs.

Drill cuttings and development/purge water will be placed in drums and properly disposed offsite at a licensed facility. Monitoring wells will be survey-located by a professional licensed surveyor. Analytical results will be compared to the Class IIA Ground Water Quality Standards (NJAC 7:9C). Samples will be collected in conformance with the NJDEP Field Sampling Procedures Manual (August 2005). All samples will be analyzed in a State certified laboratory with standard turnaround time.

Estimated Fee for Services.....\$44,200
This fee includes estimated subcontractor and direct costs of \$25,360.

Task 4: Preliminary Vapor Intrusion Investigation (If Needed)

If the groundwater investigations indicate that contaminant concentrations exceed the NJDEP Ground Water Screening Levels (GWSL) within specified distances of houses or buildings, a vapor intrusion (VI) investigation is required pursuant to NJAC 7:26E and applicable NJDEP guidance documents. Ground water in excess of the GWSL is a potential source of VI that can adversely impact the indoor air quality of nearby buildings. Further evaluation of the vapor intrusion pathway is



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Proposal for Firehouse Site
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proposed in accordance with NJAC 7:26E-1.15 and the NJDEP Vapor Intrusion Technical Guidance (January 2013).

A preliminary investigation will be conducted as part of an overall multiple lines of evidence (MLE) approach to assessing potential vapor intrusion at the site. Exterior soil gas samples will be collected at up to four (4) locations. Samples will be collected using temporary soil gas probes. The VI sampling generally requires access to private properties and building interiors. Soil gas samples will be collected in 1-liter passive stainless steel canisters and analyzed for volatile organic compounds using method USEPA Method TO-15. Results will be compared to the NJDEP Soil Gas Screening Levels (SGSL). If the preliminary soil gas sampling results exceed NJDEP screening values, further investigation of the VI pathway will be required. Note that the VI sampling requires certain notifications and results reporting to the NJDEP and local officials.

Estimated Fee for Services..... \$7,600
This fee includes estimated subcontractor and direct costs of \$4,170.

Task 5: Remedial Investigation and Remedial Action Report

A combined Remedial Investigation Report (RIR) and Remedial Action Report (RAR) will be prepared in accordance with NJAC 7:26E-4.9 & 5.7. The RIR-RAR will document the UST removals and soil remediation activities, as well as the remedial investigation of all impacted media. The report will include a technical overview of the remedial investigation and findings and , and include sample location plans, analytical summary tables with comparison to applicable remediation standards and screening criteria, groundwater contour maps, isopleth maps, boring logs, well records, material manifests, certifications, laboratory reports, and electronic data deliverables.

Estimated Fee for Services.....\$16,700

Task 6: Update Receptor Evaluation

An initial receptor evaluation was performed in February 2015 and submitted to the NJDEP in accordance with the regulatory timeframe. Pursuant to NJAC 7:26E-1.12 et seq., CME will update the Receptor Evaluation and complete the applicable NJDEP form. Based on the remedial investigation findings, the receptor evaluation will include a well search pursuant to NJAC 7:26E-1.14. The receptor evaluation will be submitted to the NJDEP.

Estimated Fee for Services..... \$1,600

Budget

The total estimated cost to complete the proposed scope of work is **\$96,200**, as indicated for each task outlined above.



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The total cost includes an estimated **\$38,500** in subcontracted fees (drilling, laboratory, and rental field equipment). In addition there is **\$2,880** in estimated regulatory fees. The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the Scope of Work. However, the client will be billed for the actual work performed to implement the Scope of Work. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.

Limitations

The scope of work is limited to the tasks specified above. Based on the findings of the remedial investigations, further investigation and/or remediation may be required to comply with the Technical Requirements for Site Remediation (NJAC 7:26E). The proposed LSRP services do not include the issuance of a RAO for the site at this time.

Special Conditions For LSRP Services

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow the provisions of SRRA. A key requirement of these rules is that a Licensed Site Remediation Professional (LSRP) must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate Environmental Concern ("IEC"). Please note that being an LSRP, as a State licensed professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.
- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.
- LSRP is not responsible for client's failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP's recommended actions. Client's failure to perform these obligations may result in fines/penalties by the NJDEP.
- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.
- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP's negligence.



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• **SUPPLEMENTARY GEOTECHNICAL SERVICES**

Due to the delays in the demolition of the buildings on the site, we had to divide the geotechnical work into two (2) phases. We performed soil investigation by advancing three (3) borings around the outside of the buildings. We have had the soil analyzed and are issuing a Preliminary Report to be used by the Project Architect to advance the building footings and foundation design. The additional soil investigation services will be for further soil sampling and testing within the Firehouse footprint where the existing buildings were. This will provide the Project Architect with the recommended number of soil samples for the size of the building footprint.

The supplementary costs for this study will be based upon the following unit prices and lump sum estimates:

I. Field Exploration

A.	Test Borings		
	Truck-Mounted Drill Rig & Crew		
	Three (3) test borings to depths of 27 feet to 32 feet		
	Assume one (1) day @ \$2,000.00/day.....\$	2,000.00	
	Grouting of boreholes		
	Assume 90 linear feet @ \$3.30/l.f.....\$	297.00	
	Temporary Groundwater Well installation		
	Assume 15 feet @ \$ 11.00/ft.....\$	165.00	
B.	Project Administration & Controlled Observation		
	Engineer/Geologist		
	One (1) day @ \$980.00/day (Including travel).....\$	980.00	
	Subtotal Field	\$	3,442.00

II. Laboratory Testing

	Index Properties		
	Lump Sum.....\$	300.00	
	Subtotal Lab	\$	300.00

III. Office Engineering

	Engineering evaluation and analyses, drafting, report preparation and Principal review.		
	Lump Sum.....\$	2,000.00	
	Subtotal Office	\$	2,000.00
	TOTAL	\$	5,742.00



Mr. Frederick Carr, Borough Administrator
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• **CONSTRUCTION ADMINISTRATION SERVICES**

We will provide Construction Administration Services of the Site Improvements including attending a preconstruction meeting, shop drawing review of the site development materials, site observation services of the site development work and making recommendations to the Project Architect for progress and final payments of the site related work. Any additional services required by the Project Architect or the County of Middlesex Planning Board will be based upon our rate schedule on file with the Borough and the actual hours required to perform same. We can perform these services for a cost not to exceed \$53,510.00

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/sm

cc: Mayor John Krenzel
All Council Members
Borough Clerk
Chief Financial Officer

H

**AMENDMENT TO CHAPTER SECTION 350-11 OF THE ZONING
ORDINANCE OF THE BOROUGH OF SOUTH RIVER**

RESOLUTION

BOROUGH OF SOUTH RIVER PLANNING BOARD

Be it resolved by the Borough of South River Planning Board that:

WHEREAS, the Borough Council of the Borough of South River is considering an Amendment to Chapter 350-11 of the Zoning Ordinance of the Borough of South River so as to delete Section 350-11(B); and

WHEREAS, at a meeting on February 23, 2015, the Borough Council introduced an Amendment to the Zoning Ordinance of the Borough of South River, specifically deleting Section 350-11(B); and

WHEREAS, the matter was referred to the Borough of South River Planning Board for a public hearing, which was noticed on March 3, 2015, and discussion of the Amendment; and

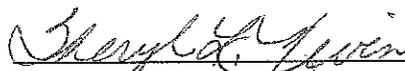
WHEREAS, the Planning Board of the Borough of South River conducted a public hearing on March 17, 2015, at which time the public was invited to comment and ask questions about the Amendment to the Borough Code;

NOW, THEREFORE, BE IT RESOLVED, that the Planning Board of the Borough of South River recommends that the South River Borough Council adopt the proposed Amendment to Section 350-11 "Exceptions and Permitted Modifications" so as to delete Section 350-11(B);

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Clerk of the Borough of South River for distribution to the Mayor and Council within five (5) days of the adoption of this Resolution.

The above is a memorialization of a motion duly made and seconded on March 17, 2015, and passed with unanimous vote.

Borough of South River Planning Board



Sheryl L. Nevin, Secretary

Borough of South River Planning Board

This Resolution was voted on as follows:

ROLL CALL

IN FAVOR OF APPROVAL:

John Frost, Michael Trenga, Michael Beck, George P. Evanovich, Joseph Butewicz, Cynthia Urbanik and Donna Farren.

OPPOSED TO APPROVAL:

None

ABSTAINING:

None

I

MARTIN A. McGANN, JR.

**Attorney at Law
125 State Highway 35
Red Bank, NJ 07701
732-741-5757
FAX: 732-530-0183**

FedEx. & UPS etc.
125 State Highway 35
Middletown, NJ 07748

March 6, 2015

RECEIVED

MAR 11 2015

Ms. Patricia O'Connor
Municipal Clerk
Borough of South River
48 Washington Street
South River, NJ 08882

BOROUGH CLERK

**RE: Edward André
29 Terry Avenue
Block 143, Lots 3.01, 4, 5, 6 & 7
Borough of South River
SR File No. 13-10**

Dear Ms. O'Connor:

Please be advised I represent the interests of Edward André, the Contract Purchaser of property commonly known as Block 143, Lots 3.01, 4, 5, 6 & 7 in the Borough of South River.

The subject property is contiguous to and adjoins the unimproved right-of-way known as Virginia Street.

My client is requesting the Governing Body consider the vacation of the unimproved right-of-way.

I enclose herewith a map of the proposed vacated area, a Metes and Bounds Description of the same prepared by Nelson Engineering Associates, Inc., together with a Title Report covering the Virginia Street right-of-way.

Mr. André recently received approval from the Zoning Board of Adjustment to construct a one-family home on the above referenced property.

Due to the configuration of the lot and other properties on Virginia Street, there will be no further homes constructed on this right-of-way in the future.

cc: Mayor/Council
7/Chris
Borough Attorney

B. Koch, Borough Engineer

Ms. Patricia O'Connor
March 6, 2015
Page 2

The right-of-way area does contain an area of freshwater wetlands and steep slopes which even further prohibit further development of this property.

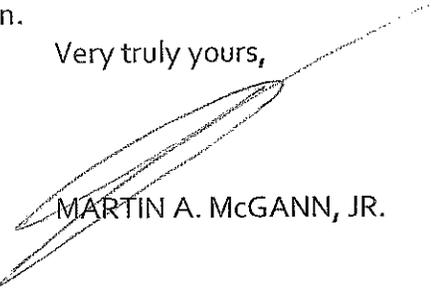
Furthermore, a condition of approval by the Zoning Board of Adjustment has restricted the subject property against further development.

Additionally, to the north of the Virginia Street right-of-way is a narrow strip of property owned by the Borough of South River. Therefore, there are no other private property owners to the north that adjoin the unimproved right-of-way which my client seeks to vacate.

Please review and advise.

Thank you for your kind attention.

Very truly yours,



MARTIN A. MCGANN, JR.

MAM/cl

Enclosure

cc: John A. Buletza, P.E., Nelson Engineering (w/o encls.)
Edward André (w/o encls.)



Nelson Engineering Associates, Inc.

1750 Bloomsbury Avenue • Ocean, NJ 07712
(732) 918-2180 • FAX: (732) 918-0697

Date: March 2, 2015
NEAI #121102

**DESCRIPTION OF ROADWAY VACATION
PART OF VIRGINIA STREET
BOROUGH OF SOUTH RIVER
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY**

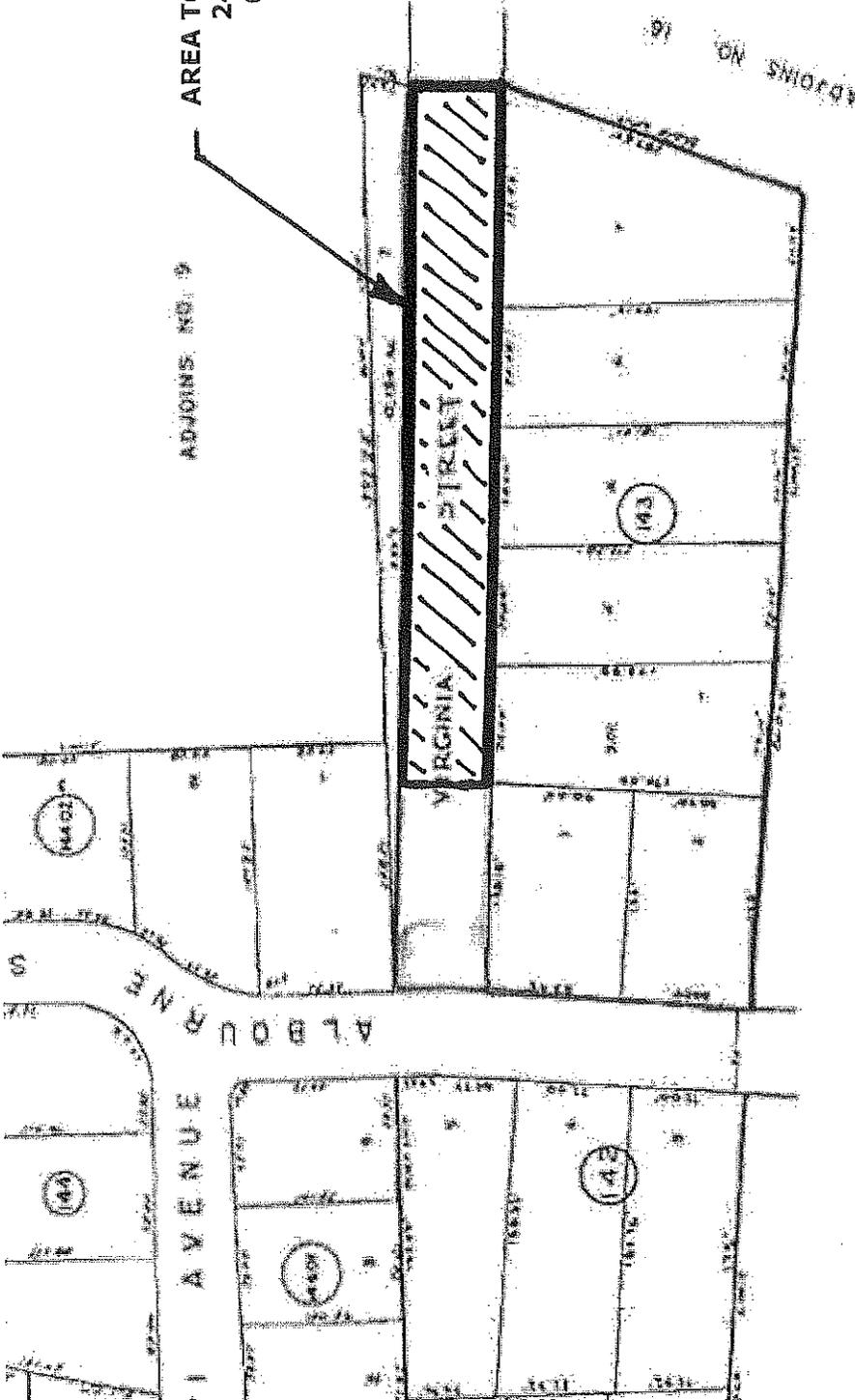
All that certain lot, tract or parcel of land and premises, situate, lying and being in the Borough of South River, County of Middlesex, and State of New Jersey, more particularly described as follows:

Beginning at an iron pipe found in the Southerly line of Virginia Street (60 feet Right of Way) being the Northwest corner of Tax Block 143, Tax Lot 3.01 and proceeding along the following courses:

1. North 06 degrees ~ 23 minutes ~ 10 seconds East a distance of 60.00 feet to point in the Northerly line of Virginia Street, thence;
2. South 83 degrees ~ 36 minutes ~ 50 seconds East, along the Northerly line of Virginia Street, also being the Southerly line of Tax Block 144.02, Tax Lot 7, a distance of 400.42 feet to point, thence;
3. South 06 degrees ~ 23 minutes ~ 10 seconds West a distance of 60.00 feet to point in the Southerly line of Virginia Street being the Northeast corner of Tax Block 143, Tax Lot 7, thence;
4. North 83 degrees ~ 36 minutes ~ 50 seconds West, along the Southerly line of Virginia Street a distance of 400.42 feet to the **Point and Place of Beginning**.

Containing 24,025 SF; 0.55 AC

Being intended to describe a portion of the Virginia Street Right of Way to be vacated.



AREA TO BE VACATED
24,025 SF
0.55 AC

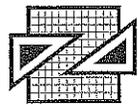
ADJOINS NO. 9

ADJOINS NO. 16

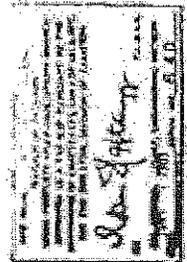
ADJOINS NOS. 51 & 16

321

**VIRGINIA STREET
VACATION PLAN**
3/2/2015



Nelson Engineering Associates, Inc.
1750 Bloomsbury Avenue • PO Box 2208
Wanamassa, NJ 07712-2208
PH: (732) 918-2180 • FAX: (732) 918-0697



TAX MAP
BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY NEW JERSEY
SCALE: 1"=50'
JAN, 1980
DAVID J. SAMUEL, P.E., NATIONALLY LICENSED
ENGINEER & ARCHITECT
CIVIL ASSOCIATES
3141 BRIDGEVIEW AVENUE
PERLIN, NJ 08051

17