

**DISCLAIMER**  
**THIS IS AN UNOFFICIAL DOCUMENT UNTIL APPROVED BY GOVERNING BODY**

**AGENDA:**

**MAYOR AND BOROUGH COUNCIL**

**MEETING NO.12**

**DATE: 5/26/15**

**7:00 P.M.**

**BUSINESS (X)**

**REGULAR ( )**

**SPECIAL ( )**

\*\*\*\*\*

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

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Public Announcement - Chapter 231, P. L. 1975

PUBLIC COMMENTS (agenda items only)

MINUTES

Minutes of Meeting No. 11 held on May 11, 2015

REPORTS

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

NEW BUSINESS

Refund of electric consumer deposits (Attachment A)  
Property Tax Refund – Block 253.1, Lot 17 (Attachment B)  
Authorize Advertisement for Abandoned Vehicle Auction (Attachment C)  
Purchase Loader for Dpt. of Public Works through Middlesex Regional Educational Services Commission  
Cooperative  
Environmental/Shade Tree Commission (Attachment D)  
Approve Outdoor Café License for Café Sical (Attachment E)  
Spring Recreation Staff (Attachment F)  
Wireless Cell Phone Provider (G)

UNFINISHED BUSINESS

Amend Salary Ordinance  
Improvements to Montgomery Street  
Snow removal  
Firehouse Timetable

COUNCIL COMMENTS

EXECUTIVE SESSION

ADJOURNMENT

A

RESOLUTION

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

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

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

<u>ACCOUNT #</u>	<u>PAYABLE TO:</u>	<u>AMOUNT OF CHECK</u>
65-999-000-887 CD	MICHAEL & SADE ALMENDRAL 28 CONSTITUTION WAY SOUTH RIVER, NJ 08882	\$113.45
65-999-910-867 CD	ADAIR ANDRADE 8 EBERWEIN ST APT B SOUTH RIVER, NJ 08882	\$149.58
65-999-001-944 CD	LUIS O CATAORA 808 SHORE CONCOURSE KEYPORT, NJ 07735	\$62.28
65-999-002-024 ELEC CURRENT	JERRY CHESLOW PO BOX 417 EAST BRUNSWICK, NJ 08816	\$22.67
65-999-001-751 CD	JONATHAN HART & KRISTIE DOMINGUEZ 27 JACKSON ST APT K SOUTH RIVER, NJ 08882	\$108.35
65-999-000-990 CD	NICOLAS PISCOPO & CHYANNA APPEGATE 843 ARMSTRONG LANE EAST LIVERPOOL, OH 43920	\$133.96
65-999-001-364 CD	LORI & DANIEL PLUNKETT 38 WALKER AVE SPOTSWOOD, NJ 08884	\$3.27
66-999-974-721 CURRENT WTR	WALTER POPLAWSKI 89 JAMES ST SOUTH RIVER, NJ 08882	\$75.12

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

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

B

RES: 2015-

JUNE 8, 2015

RESOLUTION

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

WHEREAS, the Tax Assessor reviewed and approved the application for the 2015 tax year, and

WHEREAS, the Tax Collector is recommending that taxes for 2015 be refunded accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of South River, County of Middlesex, State of New Jersey, that the Tax Collector cancel and refund the 2015 taxes in accordance with the following schedule:

<u>Block Lot</u>	<u>Property Location:</u>	<u>Amount</u>
253.1 17	Greg & Linda Jean Moreno 79 Prentice Ave South River, NJ 08882	\$2,626.54

DATED: MAY 26, 2015

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

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



**SOUTH RIVER POLICE DEPARTMENT**

Chief Mark Tinitigan  
61 Main Street  
South River, NJ 08882-0548  
Phone: (732) 238-1000  
Fax: (732) 613-6103

C

**RECEIVED**

MAY 13 2015

TO: Mr. F. Carr  
FROM: Lt. M. Kucharski  
DATE: May 13, 2015  
RE: Abandoned Vehicle Auction

**BOROUGH CLERK**

Please advise the Honorable Mayor and Council that the following vehicles have gone unclaimed at the Boroughs licensed wreckers tow yards. The wrecker operators have applied for title on the vehicles listed below. I am asking that the Borough advertise for an Abandoned Vehicle auction for the following vehicles:

<u>VEHICLE</u>	<u>V.I.N.</u>	<u>MIN. BID</u>	<u>WRECKER</u>
2000 Nissan Xterra	5N1ED28T71C504058	\$ 1,860.00	Ripoti's
1993 Ford Aerostar	1FMCA11U0PZC35873	\$ 2,710.00	Ripoti's
1999 Honda Civic	1HGEJ6124XL058838	\$ 3,535.00	Ripoti's
2008 BMW	WBAVC53548FZ89878	\$ 4,725.00	Ripoti's
2004 Honda Civic	2HGES15594H503135	\$ 500.00	Logan's
1996 Ford Ranger	1FTCR10U4VUA45972	\$ 500.00	Logan's
2007 GMC Sierra	3GTEC14X97G225405	\$ 12,000.00	Rich's
2004 Honda Civic	2HGES16584H579749	\$ 8,200.00	Coppa's
1993 Ford Taurus	1FALP5240PA297173	\$ 1,000.00	Fred's

Thank you,

Lt. M. Kucharski  
Traffic Safety

Cc: Chief Mark E. Tinitigan



*Borough of South River, NJ  
Thursday, May 14, 2015*

## Chapter 22. Boards, Commissions and Authorities

### Article IV. Environmental/Shade Tree Commission

#### § 22-12. Creation; membership.

[Amended 3-15-2004 by Ord. No. 2004-13]

There shall be a commission known as the "Environmental/Shade Tree Commission of the Borough of South River" composed of seven members who shall be residents of the Borough. Each member shall be appointed upon nomination of the Mayor, one of whom shall also be a member of the South River Borough Planning Board. The membership of the Environmental/Shade Tree Commission of the Borough of South River shall upon its first meeting of each calendar year elect from its own members by majority vote the Chairperson and presiding officer of the Commission.

#### § 22-13. Alternate members.

In addition to the regular members of the Environmental/Shade Tree Commission, the Mayor shall appoint two alternate members who shall be residents of the Borough.

- A. Alternate members shall be designated, at the time of appointment, as "Alternate No. 1" and "Alternate No. 2." The terms of the alternate members shall be two years, except that the terms of the alternate members first appointed shall be, commencing January 1 of the year of appointment, two years for Alternate No. 1, and one year for Alternate No. 2. A vacancy occurring otherwise than by the expiration of a term shall be filled by the appointment of the Mayor for the unexpired term only.
- B. An alternate member shall not be permitted to act in any matter in which he has either directly or indirectly any personal or financial interest. An alternate member may, after public hearing if he requests one, be removed by the governing body for cause, in the same manner as provided for the removal of regular members.
- C. Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. No vote shall be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote first.

#### § 22-14. Terms of office.

- A. Members shall serve on the Commission for terms of three years and until the appointment and qualification of their successors.
- B. A vacancy occurring on the Commission other than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

## § 22-15. Removal from office.

The governing body may remove any member of the Commission for cause, after written charges have been served upon the member and after a hearing on the charges, at which time the member shall be entitled to be heard in person or by counsel, which expense shall be borne by the Commissioner.

## § 22-16. Powers.

A. The Commission shall have the following powers:

- (1) To conduct research into the use and possible use of open land areas of the Borough.
- (2) To coordinate the activities of all unofficial bodies which are organized for purposes similar to that of the Commission.
- (3) To advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which in its judgment it deems necessary for its purpose.
- (4) To keep and maintain an index of all open areas, publicly or privately owned, including open marshlands, swamps or other wetlands, in order to obtain information on the proper use of such areas.
- (5) To recommend to the Planning Board plans and programs for inclusion in a municipal Master Plan and the development and use of such open land areas.
- (6) To study and make recommendations concerning open space preservation, water resources management, air pollution control, solid waste management, noise control, soil and landscape protection, environmental appearance and marine resources protection.
- (7) Subject to the approval of the governing body, to acquire property, both real and personal, in the name of South River, by gift, purchase, grant, bequest, devise or lease, for any of its purposes, and to administer the same for such purposes, subject to the terms of the conveyance or gift. Such an acquisition may be to acquire the fee or any lesser interest, development right, easement, including conservation easement, covenant or other contractual right (including a conveyance on conditions or with limitations or reversions), as may be necessary to acquire, maintain, improve, protect, limit the future use of or otherwise conserve and properly utilize open spaces and other land and water areas in the Borough.
- (8) Said Commission shall have exclusive jurisdiction, regulation and control over the planting, care and control of shade and ornamental trees and shrubberies upon or in highways, parks or parkways (except County parks and parkways) in the Borough of South River, together with all other power and authority provided for in an act of the legislature entitled "An Act of Writing for the Regulating, Planting, Care and Control of Shade Trees and Shrubbery upon the public highways and municipal parks, and for the care, control and improvement of such parks, and for the authorizing for the continuance of existing Environmental/Shade Tree Commissions and prescribing their powers and duties" (Law of 1915, Chapter 325, Page 588, N.J.S.A. 40:64-1 et seq.) the provisions and terms of which said act are hereby adopted and approved by the Mayor and Borough Council of the Borough of South River, the body having charge of the finances of said municipality.

B.

This Commission shall not have the power of condemnation or eminent domain. It shall not have power to pledge the credit of the Borough or to create any debt against it or in any manner act as the agent of the Borough.

### **§ 22-17. Plantings; permits.**

No shade tree on Borough property shall be removed without a permit. The Commission shall provide for necessary permits to be issued to any property owner of the Borough of South River who refuses to remove any shade tree within the rights-of-way of Borough streets. The Commission shall further make such rules and regulations as it deems necessary to provide for the proper issuance of such permits and appropriate removal of shade trees. In addition, the Commission shall make and determine the policy to allow for the type of shade tree plantings, which would be allowed within the rights-of-way of the Borough streets as well as the responsibility for the cost of obtaining such plantings and the actual plantings itself.

### **§ 22-18. Records of meetings; rules and regulations.**

- A. The Commission shall keep records of meetings and activities and shall make an annual report to the governing body.
- B. The Commission shall establish rules and regulations to govern its meetings and activities, not inconsistent with this article.

### **§ 22-19. Expenses; employees.**

The governing body may appropriate such funds as it deems necessary for the expenses incurred by the Commission and may appoint such clerks and other employees as it may from time to time require. Such appointments shall be within the limits of funds appropriated to the Commission by the governing body.

### **§ 22-20. Violations and penalties.**

Any person violating any provisions of this article shall, upon conviction thereof, be punished as provided in Chapter 1, Article 1, General Penalty, as the court deems necessary and just.

RECEIVED

E.

MAY - 7 2015

BOROUGH OF SOUTH RIVER  
APPLICATION FOR OUTDOOR CAFÉ/RESTAURANT LICNESE  
May 1, 2005 to November 1, 2005

BOROUGH CLERK

The undersigned hereby applies for a license to operate an outdoor café/restaurant herein described:

1. Name of Business: Café Cirino
2. Address: 56 Oberst st Block: 161 Lot: 14
3. Name of owners of business; Silvia Cirino
4. Address of owners of business: 113 Jackson street Apt 1, South River, NJ 08852
5. Contact Person: Daiana Meira Phone #
6. Business telephone # (732) 254-0095
7. Number of indoor table seating: 7 Number of outdoor table seating: 3
8. Day(s) of operation: M - Sun
9. Hours of operation: 5 AM - 7 PM
10. Square footage of area of operation: 60 sq ft
11. Do you have a current food establishment license:                   yes (X)           no ( )
12. Will alcohol beverages be serviced and/or consumed:           yes ( )           no (X)

DATE: 04/01/15

SIGNATURE: Daiana Meira

Application Fee of \$100.00 paid on: 5/7/15

\$60.00 of 10.00 fee

C: Fee Recv 5/8/15 @  
 zoning fees @ 5/11/15  
 SPPD @ 5/20/15



F

**BOROUGH OF SOUTH RIVER  
FREDERICK C. CARR – BOROUGH ADMINISTRATOR  
MIDDLESEX COUNTY  
SOUTH RIVER, NEW JERSEY 08882-1247**

**48 Washington Street  
[fcarr@southrivernj.org](mailto:fcarr@southrivernj.org)**

**Office: 732-257-1999 ext. 120  
Fax: 732-613-3081**

Date: 5/18/15

**Recreation Softball Umpires 2015**

*Softball Umpires \$35.00 per game*

Jack Gallagher

**Recreation Hockey Referees Spring Sports 2015**

*Hockey Referees 35.00 per game*

Marc Lange

Kevin Burns

Michael O'Halloran

Corey Gozick

**Recreation Spring Fitness 2015**

*Instructors 35.00 per class*

Yoga

Aerobics

Zumba

**Recreation Fitness Instructors 2015**

Angela Deerson

Sharon Witkowski

Nancy Young

**Supervisor/First Aide**

*30.00 per hour*

Hank VandeBeck



G.

## MANAGEMENT SERVICES AGREEMENT

**THIS MANAGEMENT SERVICES AGREEMENT** (Agreement) is entered into and effective as of \_\_\_\_\_, between **CELLULAR OPTIMIZATION, LLC** (Company) and **BOROUGH OF SOUTH RIVER** (Customer).

**1. ENGAGEMENT.** Customer hereby engages Company to provide management and software services, and Company hereby accepts such engagement and agrees to provide such services for the compensation set forth in this Agreement, upon the terms and conditions set forth in this Agreement.

**2. SERVICES TO BE PROVIDED TO THE CUSTOMER.** During the Term, Company will provide Customer with the Service, further described in the Services Included section below, as selected by Customer, which shall include: analysis of data derived from the wireless carrier to compare wireless service pricing, rate plan optimization services, carrier negotiation services, and standard report generation and delivery. Company agrees to provide, at Customer's reasonable request, Company's other services according to the rate schedule provided in this Agreement and any other agreement as the Company and Customer may mutually agree.

**3. COMPENSATION.** As consideration for the services provided by Company to Customer, Customer shall pay a fee ("Fee") to Company according to the Fee Schedule below. Such Fee shall be due and payable upon invoice and will be paid by Customer no later than 30 days after receipt of Company's invoice. Company shall include in the invoice sent to Customer pre-approved travel or other expenses, if any, incurred by Company in the process of performing the Services under this Agreement. Upon the termination of this Agreement, all Fees for the Services and any related or tangential services performed by Company under this Agreement or any other agreement shall become immediately due and payable. Customer agrees that there are no current internal, or external, cost reduction or recovery efforts underway and any and all savings achieved during Term shall be credited to Company hereunder.

**4. INTELLECTUAL PROPERTY/TRADESECRET.** Customer and Company agree that the processes, methods of doing business and other information, including but not limited to: data analysis, reporting methods and methodology, method of analysis, method and theories of implementation, recommendations, data, and other such items including all products delivered to Customer or Company pursuant to this Agreement and all software utilized to generate such information shall be considered Confidential Information of Company. The Customer shall be granted a limited license to utilize said items in conjunction with its billing and accounting analysis and decision making process. However, the Customer agrees that it shall not disclose any of the Company's intellectual property and/or trade secrets to any third party. The Customer also agrees not to give any third party access to the Company's software and or any underlying data, methods of doing business and/or reporting methods. This is a material term of this contract. The parties agree that the Company can be materially and adversely harmed by such actions and that such actions can cause Company irreparable damage. In the event that said actions occur, the Company may seek to take immediate action, including but not limited to obtaining an injunction preventing the Customer from any further such action.

**5. LIMITATION OF LIABILITY.** Neither Company nor any affiliate of Company shall be liable to Customer or any affiliate of Customer for any cost, damage, expense or loss, arising as a result of or in connection with any service, advice or data Company or any affiliate of Company may provide or fail to provide to Customer or any affiliate of Customer. In case of dispute both parties must attempt in writing to resolve matters.

**6. TERM; TERMINATION.** The Term of this Agreement shall commence as of the effective date of this Agreement and shall continue until December 31st, 2015, after which time this Agreement shall continue on a month to month basis. Either party may terminate this Agreement upon sixty (60) days written notice. The provisions of Sections 4 and 5 shall survive any termination. Payments that are more than 10 days late will be assessed a penalty of 1.5% of amount due or \$50.00 whichever is greater. If this Agreement

is terminated by Customer prior to the end of the Term, the Customer shall immediately pay to Company a sum equal to the Fee billed to the Customer in the month just prior to termination multiplied by the remaining months in the Term. Notwithstanding anything to the contrary herein, Company retains the right to terminate this Agreement, at any time upon 15 days written notice to Customer and with no liability whatsoever for doing such, should Customer reject more of Company's recommendations than acceptable in Company's sole discretion.

**7. INDEPENDENT CONTRACTOR.** Customer acknowledges and agrees that Company, and any Affiliate of Company, has been retained to act solely as a provider of the Services to Customer. In such capacity, Company shall act as an independent contractor, and any duties of Company arising out of its engagement pursuant to this Agreement shall be owed solely to Customer and not to any of Customer's Affiliates or any of their respective members, Companies, shareholders, officers, directors, employees, consultants or agents.

**8. LETTER OF AUTHORIZATION.** The Customer appoints the Company to act as an agent in order to effectuate the change(s) and authorizes it to handle all arrangements on behalf of the Customer, including ordering, changing and/or maintaining service. Both activation of new lines as well as line disconnects shall be managed by Company, as authorized by Customer, to ensure that costs are optimized. Failure by Company to ensure this occurs may result in financial loss to Customer and require a surcharge by Company to Customer of \$25 per line.

**9. BINDING EFFECT.** This Agreement will inure to be the benefit of and will be binding upon the parties their respective successors, permitted transferees and assigns.

**10. ARBITRATION.** All disputes between the parties arising from or relating to this agreement shall be settled by final and binding arbitration in accordance with and subject to the Commercial Arbitration Rules of the American Arbitration Association in effect at such time by a panel of three arbitrators selected in accordance with those Rules. Judgment upon the award rendered in any such arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of such jurisdiction may require or allow. This Agreement shall be governed and construed by the laws of the State of New York, without regard to its choice of law rules. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. Any amendments to this Agreement shall be in a writing signed by both parties. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. A copy, pdf, digital version, and/or facsimile of this Agreement shall be acceptable as an original and shall have the same force and effect.

## **Wireless Management Program**

### **Fee Schedule**

#### *Flat Fee*

\$8 per device per month

The total number of devices identified on each month's invoice(s) will be multiplied by the Flat Fee dollar amount above to determine the "Total Flat Fee" for that month. Customer shall be sent an invoice on a monthly basis for the Total Flat Fee. Notwithstanding anything to the contrary herein, the minimum Total Flat Fee per month is \$500.

### **Services Included**

#### **Monthly Optimization Service ("Service")**

Company will conduct a review / audit of current bills to identify unnecessary and erroneous charges. Company will optimize costs and will work with carriers to make associated changes. As such, Company is hereby authorized to make any changes to account(s) that do not remove functionality ("Non Service-Affecting"). Company shall not cancel any line or remove any service impacting feature ("Service

Affecting”) without the prior authorization of the Customer. Usage buffer amounts are included in monthly reporting and shall be deemed both acceptable and reasonable by Customer unless Customer contacts Company in writing stating otherwise. Company will not be responsible for routine maintenance of the account. For example, help desk, broken cell phone repairs, warranty replacements and other routine issues will be responsibility of Customer.

Action Items: Customer:

1. Provide access to billing information

Deliverables: Company:

1. Detailed audit and recommendation reports
2. Savings, allocation and other reports
3. Implement Reduced Rate Plans
4. Device Procurement (with limitations)

**Optional Services**

Additional services, such as mobile policy development, help desk support, staging and kitting of devices, mobile security solutions, etc. may be contracted for with Company for an additional cost.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the date first written above.

CELLULAR OPTIMIZATION, LLC

BOROUGH OF SOUTH RIVER

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_