

DISCLAIMER

THIS IS AN UNOFFICIAL DOUCUMENT UNTIL APPROVED BY THE GOVERNING BODY

AGENDA:

MAYOR AND BOROUGH COUNCIL

BUSINESS (X)

MEETING NO. 22

REGULAR ()

DATE: 11/9/15

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)

MINUTES

Minutes of Meeting No. 21 held on October 26, 2015

REPORTS

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

LICENSES

Mobile Retail Food Establishment – Havana LLC d/b/a The Empanada Guy (Attachment A)

NEW BUSINESS

Refund of electric consumer deposits (Attachment B)

Appropriations Transfer

Law Enforcement United New Jersey Coin Drop Fundraiser Request (Attachment C)

Approve Mercantile Licenses: Brownstone Bagel Co.; Marlen’s Deli Restaurant;
Havana LLC d/b/a The Empanada Guy (Attachments D, E, F)

Approve Middlesex County Utilities Authority Solid Waste Disposal Agreement (Attachment G)

Amend Ch. 193 Handicapped Parking (Attachment H)

HCD Ordinance

Recommendations for Substitute Crossing Guards: M. Rezkella, P. Cruz, T. Adonizio (Attachment I)

UNFINISHED BUSINESS

Approve Final Payment/Close-Out Change Order for S. Brothers, Inc. –

Improvements to Kamm Ave. – Phase III and Various Roadway Improvements (Attachment J)

Approve contract with International Brotherhood of Electrical Workers, Local 1289

Approve contract with the South River Sewer and Water Association

COUNCIL COMMENTS

EXECUTIVE SESSION

Personnel

ADJOURNMENT

A

BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY
NEW JERSEY
08882-1247



APPLICATION FOR LICENSE REGULATING
MOBILE RETAIL FOOD ESTABLISHMENTS
(Ord. 2009-48)

ALL LICENSES SHALL EXPIRE ON DECEMBER 31 OF THE YEAR IN WHICH ISSUED

The undersigned hereby makes application for a license under the above entitled ordinance and makes the following representations:

1. Name under which business is to be conducted:

The Empanada Guy

2. Applicant's name (if corporation, give names and addresses of president and secretary; if a partnership, give names and addresses of all partners)

Havana LLC President / Rodolfo Villanueva
10 Eleanor Street
Old Bridge, NJ 08857

3. Present residence address and address of business if different

10 Eleanor Street
Old Bridge NJ 08857

Residence over the past five years (if individual)

N/A

4. Home Telephone Number: _____ Cell Number: _____

Business Number: 732-763-1279

5. Location or route within the Borough where the business is to be conducted.

Parking Lot 570 Old Bridge Turnpike South River NJ 08882

6. Addresses and municipalities in which the business has operated for the past five years

59 Route 376 Old Bridge Township NJ 08857

7. Nature of business:

mobile Lunch Truck

EM PANADA GUP

ROY VILLANUEVA

10 ELEANOR ST.

OLD BRIDGE

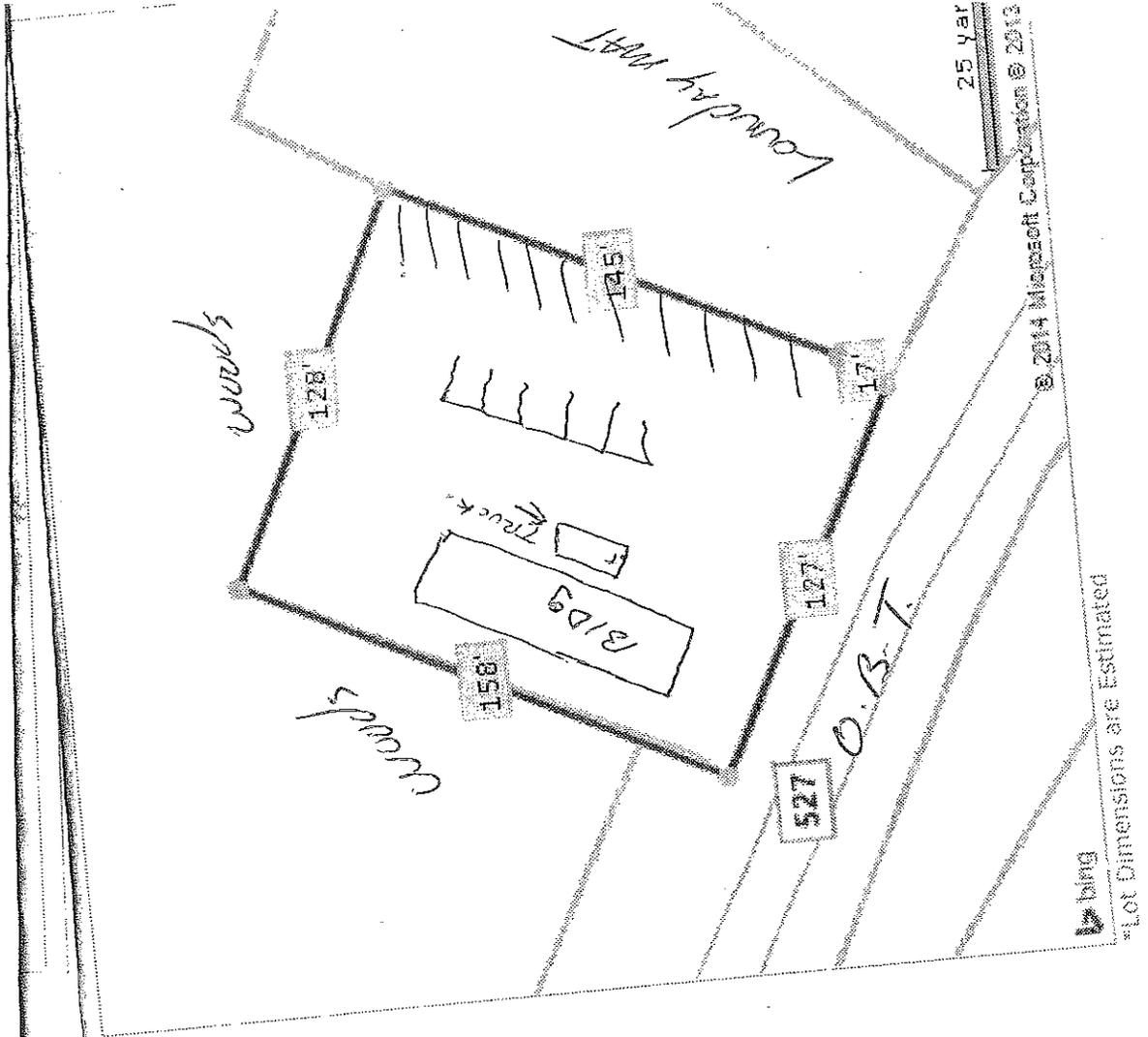
08857

732-783-1279

LOCATION - 570 OBT.
S. RIVER

FOR FOOD TRUCK
PARKING

25 YAR





1570 0141 Bndgns Tumpukan

REDA

10/20/2015

To whom it may Concern:

Please be advice that I Rosetta Chukwuani the owner of 570 Old Bridge turnpike, South River giving my permission to Mr. Rodolfo Villanueva (Empanada Guy)

To apply for permit to park his Lunch Truck in my property at 570 Old Bridge Turnpike, South River, starting 11/1/2015

Property Owner

Rosetta Chukwuani 10/23/15

Rosetta Chukwuani

HAYANA, LLC

DBA/ The Empanada Guy

10 Eleanor Street Old Bridge, NJ 08857

October 22, 2015

EIN# 38-3912132

Corp ID# 0600-3995-89

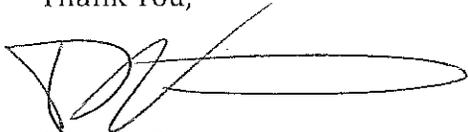
Dear Sir/Madam,

Per your request this letter is to express the intentions of operation located at 570 Old Bridge Turnpike, South River, NJ 08882.

The Empanada Guy Food truck will be parked at the above location on a daily basis Monday thru Sunday during the hours of 11 am - 7 pm. The food truck will be operated by the owner, Roy Villanueva.

If you should need further information, please feel free to contact me, (732) 763-1279 or email, rgtrucks@empanadaguy.com.

Thank You,



Owner/Operator

Rodolfo Villanueva

B

Request for Council Action

Date: 11/4/15

Resolution: ✓

Ordinance: _____

Other Reason for Request (Attach Back-up)

UTILITY REFUNDS

Funds Appropriated: yes no not applicable

[Signature]
Department Head

[Signature]
Approval/Disapproved Administrator



RESOLUTION

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

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

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

<u>ACCOUNT #</u>	<u>PAYABLE TO:</u>	<u>AMOUNT OF CHECK</u>
65-999-000-676 CD	GLORIA ENEIDA ARELLANES 67 C RUBIN ST SOUTH RIVER, NJ 08882	\$52.32
65-999-001-164 CD	GUADALUPE CRUZ 52 RARITAN AVE SOUTH RIVER, NJ 08882	\$168.05
65-999-001-376 CD	SABRINA FRANCA 3 RELER LANE APT B SOMERSET, NJ 08273	\$155.57
65-999-863-776 CD	ANTHONY MEGNA 47 BERYL ST SOUTH RIVER, NJ 08882	\$250.00
65-999-858-947 CD	KADIATU PRATT 4 FRANK ST SOUTH RIVER, NJ 08882	\$313.66

/s/ _____
Councilmember

/s/ _____
Councilmember

C



RECEIVED

NOV 23 2015

BOROUGH CLERK

South River Town Council
1 Prospect Street
South River, NJ 08882

To whom it may concern:

Law Enforcement United New Jersey Division is requesting permission to conduct a coin drop on Friday, November 27, 2015 between the hours of 9am and 5pm. The location for the coin drop is the corner of Prospect Street & Old Bridge Turnpike. We are respectfully requesting permission so that we may raise money for our upcoming 250 mile bike ride from New Jersey to Washington DC.

Law Enforcement United is made up of Federal, State and Local law enforcement officers, survivors, as well as civilian support members, stretching across the United States of America. The mission of Law Enforcement United is to honor the service and sacrifice of all law enforcement officers that have died in the line of duty. Our mission statement is "Honor the Fallen and Remember the Survivors". Law Enforcement United is founded upon and committed to honoring officers that have died in the line of duty, and ensuring that their surviving family is supported and never forgotten.

All monies that we get from the coin drop will help to aid us in our contributions to Concerns of Police Survivors (COPS) and the Officer Down Memorial Page (ODMP). Our goal is to raise awareness of law enforcement officers who have died in the line of duty, and assist other charitable organizations that share our common goal.

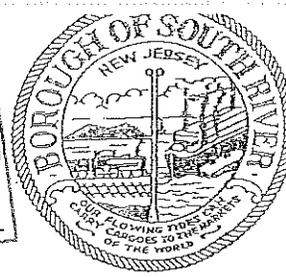
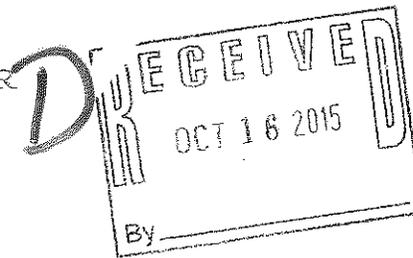
Thank you for your consideration,

David Comer

David Comer
2nd Vice President

*cc: F. Law
Police Chief*

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



APPLICATION FOR MERCANTILE LICENSE

FEES:
*\$50.00 NEW
\$25.00 Transfer

NAME OF BUSINESS Brownstone Bagel Co.
PROPOSED LOCATION 19 MAIN ST
BLOCK# 152 LOT# 1
BUSINESS TELEPHONE (732) 307-7732
NATURE OF BUSINESS (Describe Operation)

BAGEL STORE

APPLICANT INFORMATION

NAME Kimberly Sautner
HOME ADDRESS 284 Beachway
CITY, STATE, ZIP Keansburg NJ 07734
TELEPHONE# HOME _____ CELL _____
DATE OF BIRTH _____ SOCIAL SECURITY # _____

DRIVER'S LICENSE#

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

PROPOSED BUSINESS AT THIS LOCATION:

NUMBER OF EMPLOYEES 6
DAYS AND HOURS OF OPERATION 7days 530am - 330pm
SQ. FOOTAGE OF AREA TO BE OCCUPIED Approx 1300
OFF STREET PARKING SPACES AVAILABLE TO SPACE BEING OCCUPIED # 5

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 _____

DEPARTMENT	APPROVAL/DENIAL	SIGNATURE	DATE
Zoning/Building			10/16/15
Police			10/16/15
Fire Prevention			10/16/15
Health			10/20/15

Good Lie

NAME Brownstone Bagel Co

PREVIOUS BUSINESS AT THIS LOCATION:

DESCRIBE OPERATION OF PREVIOUS BUSINESS

Chinese Rest

NUMBER OF EMPLOYEES AT PREVIOUS BUSINESS 5 PARKING SPOTS 5

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)

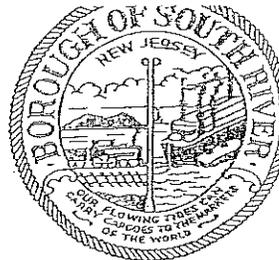
The undersigned makes these statements above to induce the Borough of South River to issue the license herein applied for and agrees to comply with all laws and ordinances of the Borough applicable to the subject business above referred to. I certify the information contained in this application is true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

Himbury Sauter
Applicant Signature

10/14/15
Date

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

E



APPLICATION FOR MERCANTILE LICENSE

FEES:
 \$50.00 NEW
 \$25.00 Transfer

NAME OF BUSINESS MARLEN'S DELI RESTAURANT
 PROPOSED LOCATION 148 WHITEHEAD AVE, SOUTH RIVER, NJ-08882
 BLOCK# 275 LOT# 1
 BUSINESS TELEPHONE _____

NATURE OF BUSINESS (Describe Operation)

FOOD SERVICE

APPLICANT INFORMATION

NAME MARLEN YUBITZA LINARES BAUTISTA
 HOME ADDRESS ~~916 HUNTINGTON AVE~~ 53 ELLEN ST.
 CITY, STATE, ZIP ~~NORTH BRUNSWICK NJ 08902~~ NEW BRUNSWICK, NJ
 TELEPHONE# HOME _____ CELL 848-230-9712 08901
 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 4
 DAYS AND HOURS OF OPERATION 4 DAYS 5:AM TO 9:00 PM.
 SQ. FOOTAGE OF AREA TO BE OCCUPIED 594.59.
 OFF STREET PARKING SPACES AVAILABLE TO SPACE BEING OCCUPIED # 10

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 _____

DEPARTMENT	APPROVAL/DENIAL	SIGNATURE	DATE
Zoning/Building	<i>OK</i>	<i>OK</i>	<i>10/20/15</i>
Police	<i>OK</i>	<i>AL</i>	<i>10/20/15</i>
Fire Prevention	<i>OK</i>	<i>AL</i>	<i>10/20/15</i>
<input checked="" type="checkbox"/> Health	<i>OK</i>	<i>EG</i>	<i>10/16/15</i>

Food Lic

PREVIOUS BUSINESS AT THIS LOCATION:

DESCRIBE OPERATION OF PREVIOUS BUSINESS

(7 DAY'S) 6:00 AM TO 10:00 PM.

NUMBER OF EMPLOYEES AT PREVIOUS BUSINESS 2 PARKING SPOTS 10

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 MARLEN LINARES NAME _____

ADDRESS 916 Livingston Ave ADDRESS _____

NORTH BRUNSWICK NJ 08901 _____

PHONE # 848-202-9505 PHONE # _____

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

NONE

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)

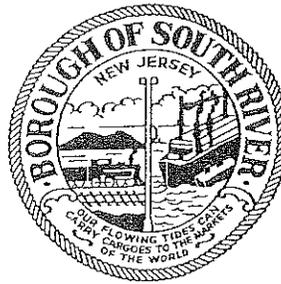
The undersigned makes these statements above to induce the Borough of South River to issue the license herein applied for and agrees to comply with all laws and ordinances of the Borough applicable to the subject business above referred to. I certify the information contained in this application is true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

Marlen Linares
Applicant Signature

-10-15-15
Date

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

MOBILE FOOD TRUCK
MERCANTILE F



APPLICATION FOR MERCANTILE LICENSE

FEES:
\$50.00 NEW
\$25.00 Transfer

NAME OF BUSINESS Havana LLC / DBA The Empanadaguy
PROPOSED LOCATION 570 Old Bridge Turnpike South River NJ 08882
BLOCK# _____ LOT# _____
BUSINESS TELEPHONE 732-763-1279

NATURE OF BUSINESS (Describe Operation)

Mobile Lunch Truck

APPLICANT INFORMATION

NAME Rodolfo Villanueva
HOME ADDRESS 10 Eleanor Street
CITY, STATE, ZIP Old Bridge, NJ 08857
TELEPHONE# _____ HOME# _____ CELL# _____
DATE OF BIRTH 1/1 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 Mon - Sunday 11am - 7pm
SQ. FOOTAGE OF AREA TO BE OCCUPIED 200 sq. ft.
OFF STREET PARKING SPACES AVAILABLE TO SPACE BEING OCCUPIED # 30

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) 2 Propane tanks @ 24lbs each

BOROUGH USE ONLY: Food License REFFERAL DATE _____

DEPARTMENT	APPROVAL/DENIAL	SIGNATURE	DATE
Zoning/Building			11/3/11
Police			11/7/11
Fire Prevention			11/3/11
Health			11/5/11

NAME HANNA LLC

EMPAWHER GUY

PREVIOUS BUSINESS AT THIS LOCATION:

DESCRIBE OPERATION OF PREVIOUS BUSINESS

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

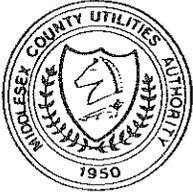
Is applicant currently the subject of any outstanding warrants? YES NO

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.

[Signature]
Applicant Signature

10/23/15
Date



G

MIDDLESEX COUNTY UTILITIES AUTHORITY

MAIN OFFICES:

2571 MAIN STREET • P.O. BOX 159 • SAYREVILLE, NJ 08872-0159
(732) 721-3800 FAX: (732) 721-0206

MIDDLESEX COUNTY LANDFILL OFFICE:

53 EDGEBORO ROAD • EAST BRUNSWICK, NJ 08816-1636
(732) 246-4313 FAX: (732) 246-8846

REPLY TO:
 SAYREVILLE
 EAST BRUNSWICK

October 27, 2015

Agenda
9 Nov 2015 - Bus. News
[Signature]

Mayor John Krenzel
Borough of South River
48 Washington Street
South River, NJ 08882

Dear Mayor Krenzel:

In 1998, the Middlesex County Utilities Authority ("MCUA") initiated a program which offered reduced tipping fees at the Middlesex County Landfill ("Landfill") for the disposal of Acceptable Solid Waste ("ASW") to customers who entered into a three (3) year Solid Waste Disposal Agreement with the MCUA. The program offered a significant per ton savings to the MCUA's customers and Middlesex County residents.

The purpose of this letter is to offer the Borough of South River a continuation of this program in light of the expiration of the Borough's current Solid Waste Disposal Agreement on December 31, 2015. Under the new three-year Solid Waste Disposal Agreement, the MCUA is offering the following discounted disposal rates for ASW: \$63.75 per ton (2016), \$64.75 per ton (2017) and \$65.75 per ton (2018). These rates represent an approximate 1% increase for 2016 and approximately 1.5% increase in 2017 and 2018. Those entities that choose not to enter into the new Agreement will pay a Gate Rate for disposal of their waste which for calendar year 2016 will be \$70.25 per ton.

During these very challenging economic times, it is important to note that almost 40% of the per ton tip fee is used to pay State Taxes, Host Community Benefits and to support the Middlesex County Health Department and Recycling Programs.

The Solid Waste Disposal Agreement requires that your municipality agrees to cause all of your municipally generated ASW collected and transported by South River or on its behalf, to be transported directly to the Middlesex County Landfill. If at any time during this Agreement, it is determined that your municipality is not in compliance with this requirement, the Landfill's higher Gate Rate may become applicable.

MIDDLESEX COUNTY UTILITIES AUTHORITY

Mayor Krenzel
Page 2 of 2
October 27, 2015

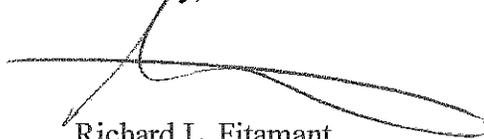
Please be sure to insert the estimated ASW in the space provided in Paragraph 5 of the attached Agreement. The ASW that is controlled by your municipality should be maintained at a level of 85% or greater of the average yearly amount of your municipality's historical disposal practices for ASW. For your reference, I have enclosed a chart which identifies the amount of Contract waste disposed by the Borough of South River during the last two (2) years and nine (9) months (1/1/13-9/30/15).

Please note that this chart shows only the ASW brought to the Middlesex County Landfill and does not include ID 13 waste types (Bulky/Construction and Demolition Waste) which are not part of this Agreement.

The MCUA is asking each town to enter into a new Solid Waste Disposal Agreement, two copies of which are attached, which would guarantee these rates. The new Solid Waste Disposal Agreement must be formally approved by your governing body and returned to the MCUA by Tuesday, December 15, 2015 in order to be afforded the contract rate effective for 2016. Subsequent to approval by the municipality, the MCUA Board of Commissioners will approve the Agreement at their next regularly scheduled meeting. A final, fully executed copy will be returned to your municipality shortly thereafter.

I believe this Agreement is comprehensive, cost effective and enables the Middlesex County Landfill to provide sustained disposal capacity for your residents. Please feel free to contact me with any questions you may have regarding this important issue.

Sincerely,



Richard L. Fitamant
Executive Director

RLF/db

Enclosures

MCUA Solid Waste Disposal Agreement

South River

Acceptable Solid Waste (ASW) Tonnage History
(Excludes ID 13 Waste Type)

2013	2014	2015 thru 9/30/15
7,463.13	7,264.69	5,224.43

S fill
SAW by
debris

621.93

m fill

94%

605.37

97

580.50

1000

SOLID WASTE DISPOSAL AGREEMENT
(COUNTY GOVERNMENT AND MUNICIPALITIES)

THIS AGREEMENT, made this _____ day of _____, 2015 between the MIDDLESEX COUNTY UTILITIES AUTHORITY (the "MCUA" or "Party"), a body corporate and politic of the State of New Jersey, having its principal offices at Main Street Extension, Sayreville, New Jersey, 08872, and _____ (the "Public Entity" or "Party"), a _____ of the State of New Jersey, having principal offices at _____.

Collectively, the MCUA and the Public Entity are referred to herein as the "Parties."

RECITALS

WHEREAS, the MCUA owns and operates a state of the art Landfill facility located in East Brunswick, Middlesex County, commonly known as the Middlesex County Landfill (the "Landfill"); and

WHEREAS, the Public Entity desires to dispose all of its Acceptable Solid Waste ("ASW") at the Landfill without aggregation with any other parties or public entities; and

WHEREAS, the Parties have negotiated favorable terms and conditions regarding the delivery by the Public Entity of ASW and the disposal thereof by the MCUA all as provided herein;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the MCUA and the Public Entity mutually agree as follows:

1. The MCUA will accept for disposal from the Public Entity without aggregation with any other parties or public entities all of its ASW which shall only include that solid waste which (a) the Public Entity collects and transports, or has collected and transported on its behalf, (b) is generated within Middlesex County, (c) does not include any ID 13 waste types, and (d) is authorized for disposal at the Landfill pursuant to Applicable Law and the MCUA's Policies and Procedures (the "P&P") attached hereto as Exhibit A and incorporated herein, as either may be revised from time to time by the MCUA. The Public Entity shall at all times during the term of this Agreement comply with the P&P and the Middlesex County Solid Waste Management Plan and shall require any of its Contracted Haulers to be in compliance with same.

2. The MCUA agrees to operate and maintain the Landfill in accordance with Applicable Law.

3. The MCUA shall charge the Public Entity and the Public Entity shall pay to the MCUA the Contract Rate, as defined herein, for each ton of ASW, as measured at the Landfill scales, subject to the tonnage limit set forth in paragraph 5 below. The Contract Rate shall be \$63.75 per ton of ASW in 2016, \$64.75 per ton of ASW in 2017, and \$65.75 per ton of ASW in 2018. The Contract Rate includes all charges on account of regulatory or other taxes or charges which may be imposed on the MCUA as of the date of this Contract. The MCUA reserves the right to adjust rates in the case of new or increased regulatory charges or taxes imposed on MCUA during the term of this Contract. The Public Entity agrees to cause all of the Middlesex County generated ASW collected and transported by it or on its behalf to be transported to the Landfill. In return, the Public Entity is offered the lowest per ton fee. If at any time during this Agreement, the Authority determines that the Public Entity is not in compliance with this requirement, the Public Entity will be considered in default and subject to the terms outlined in Paragraph 6 of this Agreement.

4. The term of this Agreement shall commence on January 1, 2016 and shall continue in full force and effect until the expiration on December 31, 2018.

5. The Public Entity agrees to cause all of the Middlesex County-generated ASW collected and transported by it or on its behalf to be transported to the Landfill for disposal, and the Public Entity further agrees not to deliver to the Landfill for disposal either any waste which is not ASW as defined in paragraph 1 above (herein defined as "Unacceptable Solid Waste" or "USW") or waste aggregated from other parties or public entities. The Public Entity shall be responsible for any USW delivered by it in accordance with the MCUA's Policies and Procedures.

The Public Entity estimates that the following will be its estimated ASW for the next three (3) years:

2016 7,000 Tons
2017 7,000 Tons
2018 7,000 Tons

If at the end of any contract year, the Public Entity has provided less than 85% of the estimated ASW, the Public Entity shall provide to the MCUA a written explanation for the deficiency.

6.(a) In the event that either the MCUA or the Public Entity, as the case may be, fails to fulfill a material obligation required by this Agreement (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") shall provide notice therefore to the Defaulting Party and an opportunity to cure which is reasonable under the circumstances then existing. In the absence of a cure or efforts to commence cure, as appropriate, the Non-Defaulting party may deliver to the Defaulting Party a Notice of Termination hereof, not to be effective sooner than the 15th business day thereafter.

6.(b) Notwithstanding the above, in the event that the Public Entity does not deliver all of its ASW to the Landfill during the term of this Agreement, in addition to the MCUA's right to terminate after three (3) days notice, the Public Entity shall pay as damages to MCUA the difference between the Gate Rate and the contract rate for the relevant year, for all ASW delivered during the relevant year.

EXAMPLE:

If the Public Entity delivers 2000 tons of ASW to the Landfill by December of 2016 and MCUA discovers that it has not delivered all of its ASW to MCUA, the damages shall be determined as follows if the Gate Rate is \$70.25:

Gate Rate	\$70.25/ton
Contract Rate	<u>\$63.75/ton</u>
	\$6.50/ton x 2000 tons or \$13,000

7. Where applicable, any rate discount for ASW made available to any other entity, would also be available to the Public Entity covered by this Agreement. MCUA shall advise the Public Entity of the availability of such a discount.

8. Each Party agrees to indemnify and hold harmless (and, upon request, defend), the other from and against any "Losses" arising out of or in connection with any failure to fulfill their respective obligations set forth in this Agreement, or any actions pursuant to this Agreement, to the fullest extent permitted by Applicable Law. For purposes of this Agreement, "Losses" means and includes any and all loss, expense, damage, injury, claim, demand, liability, judgment, award or settlement asserted, suffered or sustained by a Party to this Agreement. This indemnity obligation of each Party shall survive any termination or expiration of this Agreement.

9. Either Party shall be excused from any failure to perform as required herein to the extent caused by an Uncontrollable Circumstance ("UC"). An UC is any event the cause of which is beyond the control and without the fault of the Party alleging the occurrence of an UC excusing that Party from performance. The Parties agree to cooperate in order to eliminate said UC, by providing prompt and complete notice to the other thereof, as is reasonable under the circumstances, and by taking action which is reasonably appropriate in response thereto, as each Party may in its sole discretion and in good faith determine.

10. Any disputes arising in connection with this Agreement shall be resolved by a court of competent jurisdiction located within the County of Middlesex, State of New Jersey and each Party consents to the jurisdiction of such court. The Public Entity agrees that service of process on the Public Entity may be made, at the option of the MCUA, either by registered or certified mail or overnight delivery addressed to the applicable office as provided for in this Agreement, by registered or certified mail, overnight delivery or by personal delivery on the agent of the Public Entity identified in paragraph 17 below.

11. During the pendency of any dispute, the Parties shall continue to perform their obligations set forth herein unless this Agreement shall be terminated. The foregoing notwithstanding, the Public Entity agrees to promptly pay to the MCUA any sums due which are not in dispute.

12. As used in this Agreement, "Applicable Law" means any federal, state, county or local statute, ordinance, regulation, ruling, order, enactment, requirement, permit, approval or authorization of any Government Agency (which includes any regional, federal, state or local court, administrative agency or governmental office, officer or body; including any federal, state or local legislative body, court or tribunal, having jurisdiction over the Parties), with which the MCUA or the Public Entity, as the case may be, must comply in connection with the performance of their respective obligations under this Agreement. However, Applicable Law shall not include any law of the Public Entity which has the purpose or effect of frustrating the intent of this Agreement or interfering with the ability of the Public Entity or the MCUA, as the case may be, to fulfill its respective obligations hereunder.

13. The Parties hereto acknowledge that each is independent of the other and as such, is wholly responsible for methods and means to be utilized to fulfill its obligations contained in this Agreement. Nothing herein shall create any responsibility other than that which is expressly provided by or reasonably inferable from the terms of this Agreement. No provision of 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. Both parties represent that they possess the legal authority to enter into this Agreement and that the individual signing this Agreement has the authority to bind the Party for which he or she is signing.

14. Nothing contained in this Agreement is intended to create any rights for or to otherwise benefit any parties other than the Parties to this Agreement. To the extent possible, the Parties agree to cooperate to defend against any actions which may be brought against either of them by persons not parties to this Agreement.

15. The Parties shall in good faith consult and cooperate with each other, in every reasonable respect, regarding contacts or communications with any Governmental Agency which may impact in a material way any rights or obligations of either of them.

16. Each Party agrees to take all actions, including but not limited to the execution of documents, which are necessary or reasonably required or requested in order to fulfill the intent of this Agreement, and to ensure its full force and effect. The foregoing notwithstanding, neither Party shall be required to perform any act which modifies in any respect the obligations assumed or imposed upon it by this Agreement and the transaction which it reflects.

17. Except as expressly provided herein, the failure of either the MCUA or the Public Entity to enforce at any time any provision of this Agreement or to require at any time performance by the other of any of the provisions hereof, shall not be construed as a waiver of such provision and shall not, in any way, affect the validity of this Agreement or any provision hereof. This Agreement shall be governed by the laws of the State of New Jersey and shall for all purposes be enforced in accordance therewith.

18. As soon as practicable, either Party shall provide notice pursuant to Paragraph 17 hereof of any conditions or circumstances of which it becomes aware which may materially impact upon obligations assumed by either Party hereunder.

19. Any ambiguity in this Agreement shall be resolved in favor of the most reasonable interpretation in light of the context of the provision, its purpose and its conformity to the other requirements of this Agreement and Applicable Law. This Agreement, having been prepared with the participation of the Parties hereto and their respective counsel, shall be construed without regard to any presumption or other rule requiring construction against the Party who prepared or drafted the instrument.

20. Each Party acknowledges that it is an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, creed, sex or national origin. Each Party agrees to comply with all Applicable Laws regarding non-discrimination including but not limited to the affirmative action requirements of P.L. 1975, C.127 and the rules and regulations issued by the Treasurer, State of New Jersey (hereinafter the "Treasurer") pursuant thereto. The Parties to this Agreement agree to comply with P.L. 1975, c.127 and incorporate herein Exhibit B which contains the mandatory language promulgated by the Treasurer of the State of New Jersey set forth in N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-5.3.

21. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable because it conflicts with any other provision or provisions hereof or of any Applicable Law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision(s) herein invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity or any one or more phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof and same shall remain in effect and be fully enforceable.

22. This Agreement shall not be changed, modified or amended except by a written agreement which is executed by both Parties.

23. This Agreement may be signed in two or more original counterparts, each of which shall be deemed to be an original hereof but all of which shall constitute one and the same instrument.

24. This Agreement shall not be assigned by either Party.

25. No official, employee or agent of the MCUA or the Public Entity shall be charged by a Party hereto with any individual or personal liability or expenses of defense or be held personally liable to either of them in connection with (i) any term or provision of this Agreement; (ii) either the Public Entity's execution or attempted execution, or the MCUA's execution or attempted execution of this Agreement; or (iii) a breach of this Agreement which occurs within the scope of any such official's responsibilities.

26. Notices, reports and other communications required or permitted under this agreement shall be in writing and transmitted to the Executive Director on behalf of the MCUA and to the _____ of the Public Entity, as the case may be, at their respective addresses first identified above.

27. This Agreement and its Exhibits embody the complete agreement of the Parties hereto and shall supersede all previous and contemporary oral or written agreements, discussions or other communications.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ATTEST:

MIDDLESEX COUNTY UTILITIES AUTHORITY

By: _____
RICHARD L. FITAMANT, P.E.
Executive Director

ATTEST:

PUBLIC ENTITY:
Name:

By: _____
Name:
Title:

H



SOUTH RIVER POLICE DEPARTMENT

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

To: Chief Tinitigan
From: Lt. Kucharski
Re: Handicapped Parking Space
Date: October 23, 2015

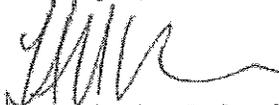
Ms. Karen Rhoades, who resides at 29 James St., has made application with the South River Police Department to have a permanent handicapped parking space established in front of his residence.

I have inspected the area and found that the creation of the handicapped spot would not cause any traffic issues.

Ms. Rhoades has provided this agency with a copy of her "Disabled Person I.D." issued to her by the New Jersey Motor Vehicle Commission as well as a signed note from a medical professional outlining her disability and the need for the handicapped parking space.

I am requesting the Mayor and Council approve the following space for Ms. Rhoades

<u>STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
James St.	West	57' North of Johnson Pl.

Thank you,

Lt. Michael T. Kucharski
Patrol Division



SOUTH RIVER POLICE DEPARTMENT

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

RECEIVED

NOV 06 2015

BOROUGH CLERK

November 6, 2015

To: Frederick C. Carr
Borough Administrator

From: Mark E. Tinitigan
Chief of Police

Re: Crossing Guard (Substitute Position)

Fred,

After the completion of an extensive background investigation, I am recommending the following for the position of Substitute Crossing Guards:

- Mohab Rezkella
- Paula C. Cruz
- Tammy Adonizio

If you have any questions or concerns regarding this matter, please do not hesitate to contact me directly.

Respectfully,

Mark E. Tinitigan
Chief of Police

Cc: John Krenzel, Mayor
Tony Ciulla, Public Safety Chairman
Jim Jones, Public Safety Committee
Michael Trenga, Public Safety Committee

J

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

October 26, 2015

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

Attn: Frederick C. Carr, CM
Borough Administrator

Re: Improvements to Kamm Avenue – Phase III and Various Roadway Improvements
N.J.DOT FY 2013 Municipal Aid Program
Borough of South River
Middlesex County, New Jersey
Our File No.: PSR00638.01

Dear Mr. Carr:

The above referenced project has been completed. Accordingly, enclosed please find a completed Voucher and Final Payment Estimate No. 3 and Close-out Change Order for the work performed by S. Brothers, Inc. for the above referenced project from July 7, 2015 to October 1, 2015

Please note, the Final Close-out Change Order reflects the final contract quantities and supplemental items including reductions and increases in same due to actual field conditions encountered. The Close-out Change Order calls for an overall decrease in the original contract in the amount of \$160,314.07. Accordingly, we recommend acceptance of the work, approval of the Close-out Change Order and Final Payment Estimate No. 3 for work on the above referenced project and payment in the amount of \$120,178.41 to S. Brothers, Inc. subject to the posting of a one year maintenance bond in the amount of \$74,136.74.

SIB 127,659.74
93

Please note that we have enclosed Certified Payroll Records forwarded to this office by the Contractor for the Borough Clerk. The Contractor shall also forward any remaining Certified Payroll Records and Project Manning Reports directly to the Borough Clerk.

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

Very truly yours,

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

BMK/mdp
Enclosure

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