

DISCLAIMER

THIS IS AN UNOFFICIAL DOCUMENT UNTIL APPROVED BY THE GOVERNING BODY

AGENDA:

MAYOR AND BOROUGH COUNCIL

BUSINESS (X)

MEETING NO. 16

REGULAR ()

DATE: 8/8/16

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. 15 held on July 18, 2016

Closed Session minutes of July 18, 2016

REPORTS

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

LICENSES

Mobile Retail Food Establishment: S&S Mobile Catering (Attachment A)

NEW BUSINESS

- Refund of electric consumer deposits (Attachment B)
- Repeal Ordinances to Remove Handicapped Parking Spaces (Attachment C)
- Change Status of Ptl. Patrick Molina from Probationary to Permanent (Attachment D)
- Change Status of Ptl. Jacob Edelman from Probationary to Permanent (Attachment E)
- Change Status of Ptl. Peter Szukics from Probationary to Permanent (Attachment F)
- Authorize contract with GluckWalrath as Bond Counsel (Attachment G)
- Approve Application to Local Finance Board for new firehouse (Attachment H)
- Approve Change Order No. 5 – D&K Construction – Construction of new firehouse (Attachment I)
- Approve Mercantile licenses: S&S Mobile Catering (Attachment J)
- Object Americana (Attachment K)
- Nephrology Hypertension Associates of Central Jersey, P.A. (Attachment L)
- Appoint Cultural Arts and Heritage Commission member: Stephanie Finely (Attachment M)
- Appoint Probationary Members to SR Rescue Squad: Victoria Buffalino; Katelyn Faughnan (Attachment N)
- Appoint Probationary Cadet Member to SR Rescue Squad: Priya Jain (Attachment O)
- Remove Members from SR Rescue Squad: Jeanette Vega; Daniel Fox (Attachment P)
- Award State contract for turnout gear for Volunteer Firemen
- Award State contract for cylinders – Fire Dept.
- Award contract to N. Glantz and Son, LLC for Lights and Lighting Fixtures
- Authorize Agreement with Lyons-Schepsco VFW Post 1451 for use of parking lot (Attachment Q)
- Chapter 159 Insertion of Special Item of Revenue
- Support Drive Sober or Get Pulled Over 2016 Statewide Crackdown
- New Jersey Public Power Authority (Attachment R)
- Willett Avenue Substation Maintenance/Improvements (Attachment S)

UNFINISHED BUSINESS

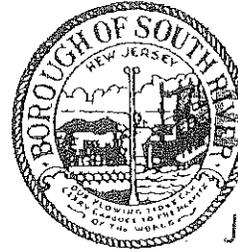
COUNCIL COMMENTS

EXECUTIVE SESSION

Land Acquisition

ADJOURNMENT

BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY
NEW JERSEY
08882-1247



RECEIVED

JUL 01 2016

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

BOROUGH CLERK

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:

S & S Mobile Catering

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

MARTHA SAINI

3. Present residence address and address of business if different

SAME AS ABOVE

Residence over the past five years (if individual)

4. Home Telephone Number: _____ Cell Number: _____

Business Number: (732) 213-6064

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

Prospect St. by Knowblocks & World Class Dealership

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

Cranbury, South Brunswick, Dayton, E. Brunswick

7. Nature of business:

mobile lunch truck - quick stops (5-10 mins long)

8. Have you ever had a license to conduct the business described denied or revoked, except as noted: NO

9. Name and address of attorney (if applicable)

N/A

10. Name and address of registered agent if applicant is a corporation or limited liability Company :

I Martha Saini upon issuance of the above requested license agree to comply with all laws and ordinances of the Borough and the State of New Jersey applicable to the subject matter thereof.

M Saini
Signature

7/1/16
Date

FOR BOROUGH USE ONLY:

License Fee Application Fee \$100.00 ~~X~~ (8150 check)
Permit Fee \$ 50.00

Fee Rec'd. 2/1/14 Cash or Check # 371 Date: 7/1/16

Received by: [Signature]

Referred to: [Signature] Health Department
[Signature] Zoning Officer
[Signature] Police Department
[Signature] Fire Prevention

(needed)

Approval/Denial DATE
EG 7/1/16
CL 7/2/16
MT 7/2/16
AL 7/1/16

License Issued: Ford Lorie
Date Issued: _____ Date Expires: _____ License Number: _____
Permit Number _____

Borough Clerk's Signature _____

Request for Council Action

B

Date: 8/2/16

Resolution:

Ordinance:

Other Reason for Request (Attach Back-up)

UNLIM. RETURNS

Funds Appropriated: yes no not applicable



Department Head



Approval/Disapproval 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>
65-999-000-326 CD	FERNANDO ARAUJO 277 CROSS DR APT 1J MONROE TWP, NJ 08831	\$173.04
66-999-990-847 WTR CURRENT	BAYVIEW LOAN SERVICING LLC 4425 PONCE DE LEON BLVD CORAL GABLES, FL 33146	\$6.06
65-999-002-789 ELEC CURRENT	FELMORE ASSOCIATES PO BOX 182585 WEST TRENTON, NJ 08628	\$8.59
65-999-000-028 CD	KEVIN HODIO	\$186.13
65-999-000-028 ELEC CURRENT	6303 AVALON CT W LONG BRANCH, NJ 07764	\$132.99
65-999-002-507 CD	NEEPA PATEL & UDIT VAID 1124 KISSAM CT SOUTH PLAINFIELD, NJ 07080	\$119.79
66-999-959-915 WTR CURRENT	EUGENIA LIMA RAPOSO 72 APPLEBY AVE SOUTH RIVER, NJ 08882	\$6.73
65-999-000-377 CD	G REINALDA & C PATRAS 6309 AVALON CT WEST LONG BRANCH, NJ 07764	\$255.28
65-999-003-366 CD	ANA SALVADOR 127 PRENTICE AVE SOUTH RIVER, NJ 08882	\$139.03
65-999-002-559 CD	R SANTIAGO & A DELROSARIO 62 FERRY ST 2 ND FL RIGHT SOUTH RIVER, NJ 08882	\$27.75
65-999-962-842 CD	VASYL & OLEKSANDOV SENTYPAL	\$125.21
65-999-962-842 ELEC CURRENT	39 MUNDY AVE SPOTSWOOD, NJ 08884	\$32.97
65-999-903-145 CD	FRANK TOBIASZ 10 FRANK ST SOUTH RIVER, NJ 08882	\$202.23

66-999-980-485 WTR CURRENT

ALBERT & STELLA ZAVOTSKY
4 GRANGE CT
EAST BRUNSWICK, NJ 08816

\$33.96

/s/ _____
Councilmember

/s/ _____
Councilmember



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

July 22, 2016

To: Mark E. Tinitigan
Chief of Police

From: Sgt. Edwin J. Yorek

Re: Handicap Parking Spaces

Chief,

It has come to my attention that two (2) previously assigned residential handicap parking spots are no longer needed. Here are the two ordinances in place which I am requesting to be repealed;

- Local Ordinance #1998-23 – Olchaskey Ave. – 120 ft. South of Prentice Ave. (West Side)
- Local Ordinance #2001-36 – Summit Road – 290 ft. North of Leonardine Ave. (East Side)

I have confirmed with several area residents that the handicap spot located on Olchaskey Ave. is no longer needed due to the fact that the resident who had initially requested the spot has moved. The handicap spot located on Summit Road was requested to be removed by the Leonardine Garden Apartments building superintendent. After following up with the leasing manager, I confirmed that the spot is in fact no longer needed.

Once the ordinances have been repealed I will advise the borough workers to remove the signs and paint over the lines.

Thank you in advance,

A handwritten signature in black ink, appearing to read "Sgt. Edwin J. Yorek".

Sgt. Edwin J. Yorek
Traffic Safety

Cc: Lt. John J. McKenna
File

D



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

July 27, 2016

To: Frederick Carr
Borough Administrator

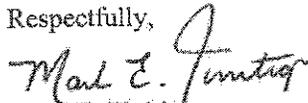
From: Mark E. Tinitigan
Chief of Police

Re: Probationary Police Officer Status

Mr. Carr,

Please be advised that Patrick Molina has completed his one (1) year probationary period with the South River Police Department as of June 09, 2016. Therefore, I am recommending that he be granted permanent status with the Department.

Respectfully,


Mark E. Tinitigan
Chief of Police



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

July 27, 2016

To: Mark E. Tinitigan
Chief of Police

From: Michael T. Kucharski
Lieutenant

Re: Probationary Police Officer Status

Chief,

The purpose of this letter is to advise you that I have spoken to Sergeant Edward Avallon, who is the immediate supervisor of Officer Patrick Molina. Sgt. Avallon has had the opportunity to observe Officer Molina on a regular basis during his probationary period. Sgt. Avallon believes that Officer Molina possesses the tools necessary to become an outstanding police officer for the Borough of South River.

Therefore, I am recommending that Officer Patrick Molina be removed from the Probationary Police Officer status and placed on a permanent status.

Respectfully,

Michael T. Kucharski
Lieutenant
Patrol Division Commander

E



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

July 29, 2016

To: Frederick Carr
Borough Administrator

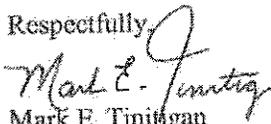
From: Mark E. Tinitigan
Chief of Police

Re: Probationary Police Officer Status

Mr. Carr,

Please be advised that Jacob Edelman will be completing his one (1) year probationary period with the South River Police Department as of July 31, 2016. Therefore, I am recommending that he be granted permanent status with the Department.

Respectfully,


Mark E. Tinitigan
Chief of Police



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

July 29, 2016

To: Mark E. Tinitigan
Chief of Police

From: Michael T. Kucharski
Lieutenant

Re: Probationary Status

Chief,

The purpose of this letter is to advise you that I have spoken to Sergeant Kevin Nielsen, who is the immediate supervisor of Officer Jacob Edelman. Sgt. Nielsen has had the opportunity to observe Officer Edelman on a regular basis during his probationary period. Sgt. Nielsen believes that Officer Edelman possesses the tools necessary to become an outstanding police officer for the Borough of South River.

Therefore, I am recommending that Officer Jacob Edelman be removed from the probationary period and placed on a permanent status.

Respectfully,

Michael T. Kucharski
Lieutenant
Patrol Division Commander



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

AUG 01 2016

BOROUGH CLERK

August 1, 2016

To: Mark E. Tinitigan
Chief of Police

From: Michael T. Kucharski
Lieutenant

Re: Probationary Status

Chief,

The purpose of this letter is to advise you that I have spoken to Sergeant Jonathan Minacapelli, who is the immediate supervisor of Ptl. Peter Szukics. After speaking to Sergeant Minacapelli, we are in agreement that Officer Szukics should be a permanent officer in this agency.

Therefore, I am recommending that Officer Peter Szukics be removed from the probationary period and placed on a permanent status.

Respectfully,

Michael T. Kucharski
Lieutenant
Patrol Division Commander



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

August 1, 2016

To: Frederick Carr
Borough Administrator

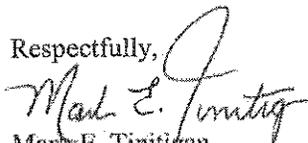
From: Mark E. Tinitigan
Chief of Police

Re: Probationary Police Officer Status

Mr. Carr,

Please be advised that Peter Szukics has completed his one (1) year probationary period with the South River Police Department as of July 31, 2016. Therefore, I am recommending that he be granted permanent status with the Department.

Respectfully,


Mark E. Tinitigan
Chief of Police



Patricia Oconnor

From: Bennett Clark, Meghan A. <mclark@dilworthlaw.com>
Sent: Tuesday, July 26, 2016 1:49 PM
To: Joe Zanga; Frederick Carr
Cc: Patricia Oconnor
Subject: South River Bond Counsel Services
Attachments: 119124352_1.DOC.doc

Joe, Fred and Patricia:

As of September 1st the entire NJ Dilworth Paxson LLP public finance/municipal group will be merging with GluckWalrath (the Dilworth Paxson Red Bank Office will close on 8/31/16). As the Borough of South River has a contract for bond counsel services with Dilworth for the 2016 calendar year, in order to continue on with me as the Borough's bond counsel the Borough will need to adopt a resolution in August authorizing the execution of a contract with GluckWalrath for the remainder of the year.

All terms of the GluckWalrath contract will remain the same as the current contract. I have attached a template of a resolution authorizing the execution of the new contract with GluckWalrath. Upon adoption please email me a certified copy to my attention. I will be able to provide you with the GluckWalrath contract in the beginning of September. Please call me if you have any questions or concerns. Best, Meghan

MEGHAN BENNETT CLARK | DILWORTH PAXSON LLP
One River Centre, 331 Newman Springs Road
Building 1, Suite 136
Red Bank, NJ 07701
Tel: (732) 383-5529 | Fax: (732) 383-7412
mclark@dilworthlaw.com | www.dilworthlaw.com

www.DilworthLaw.com

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For more information please visit <http://www.mimecast.com>

H

Sheryl Nevin

From: Frederick Carr
Sent: Wednesday, August 03, 2016 11:50 AM
To: Sheryl Nevin
Subject: FW: LFB Resolution
Attachments: 119198083_1.DOC.doc

FYI

Agenda item.

Consent.

New Business can have this email.

Thanks

Frederick C. Carr
Borough Administrator
Borough of South River
48 Washington Street
South River, NJ 08882
(732) 257 - 1999 ext. 120
(848) 992 - 6357 (Cell)

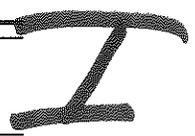
WARNING: Email received by or sent to Borough officials is subject to the Open Public Records Act [OPRA]. This means that absent some specific privilege, all such communications are considered a public record and are subject to publication and/or dissemination to the public upon request.

From: Bennett Clark, Meghan A. [mailto:mclark@dilworthlaw.com]
Sent: Wednesday, August 03, 2016 11:39 AM
To: Frederick Carr <fcarr@southrivernj.org>; Joe Zanga <jzanga@southrivernj.org>; Patricia Oconnor <poconnor@southrivernj.org>; Gerard Stankiewicz (GStank@sklein-cpa.com) <GStank@sklein-cpa.com>
Subject: LFB Resolution

Attached is the resolution authorizing the LFB application for the USDA financing of the new firehouse. This resolution should be placed on the Borough's agenda for next week's meeting. Upon adoption please forward to my attention 2 certified originals. We will need to file this application by August 24th. I will forward a draft of the application and highlight the information needed by early next week. Please call me if you have any questions or concerns. Best,
Meghan

MEGHAN BENNETT CLARK | DILWORTH PAXSON LLP
One River Centre, 331 Newman Springs Road
Building 1, Suite 136
Red Bank, NJ 07701

MITCHELL ASSOCIATES ARCHITECTS



*PAT/JOE
8 Aug 2016
Agenda
New Business mtg
casant.
To be
Fred*

July 29, 2016

Borough of South River
48 Washington Street
South River, NJ 08882
Attn: Mr. Frederick C. Carr

Re: South River Fire Station
Change Order No. 5

Mr. Carr:

Based on field conditions uncovered back on November 18th, 2015 in relation to unknown conditions of the underground water service previously servicing the Knights of Columbus Building now known as the Annex. In performing their underground work, D+K's subcontractor shut off the last known remaining valve and then cut the line for a new tie-in as is standard industry practice. Unknown to the site contractor was the presence of a second valve 1 foot away from the one they shut off. Upon cutting the water line, water began gushing in all directions and the South River Water Company arrive on site and said they likely could not assist in this situation due to the actual location, depth and force at which the water was coming out.

D+K used two (2) 2-inch pumps and still could not get the water level in the excavation to come down so the South River Water Department shut off the service on one street completely, the other street as much as possible and then opened a hydrant to further reduce the pressure. This finally allowed the level of water to subside enough for the second, unknown water valve to be shut off and finally allowed the site contractor to resume activities the next day. A total of five hours passed before this situation was contained and resolved.

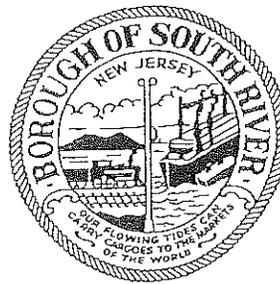
The accompanying Change Order is for parts, added workforce and clean-up associated with this incident. As with all utility issues that arise without recorded knowledge of what is underground, D+K Construction and their site contractor immediately began to resolve this problem with knowledge that this out of scope field correction was absolute and necessary.

Upon receipt and review of the Change Order from D+K Construction, we found that the material and labor rates were within industry standards for this locale and would recommend the Borough pay D+K Construction for this added scope.

Respectfully,

Kenneth Gale, Assoc. AIA
Mitchell Associates Architects

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



J

APPLICATION FOR MERCANTILE LICENSE

FEES:
 \$50.00 NEW
 \$25.00 Transfer

NAME OF BUSINESS S & S Mobile Catering
 PROPOSED LOCATION Knoblock's - prospect St. / World Class Auto Dealership
 BLOCK# LOT#
 BUSINESS TELEPHONE (732) 213-1339

NATURE OF BUSINESS (Describe Operation)

mobile lunch truck - quick stops @ these locations

APPLICANT INFORMATION

NAME Martha Saini
 HOME ADDRESS _____
 CITY, STATE, ZIP
 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 1
 DAYS AND HOURS OF OPERATION Mon-Fri. @ 10am - 10:20am
 SQ. FOOTAGE OF AREA TO BE OCCUPIED 1 parking space
 OFF STREET PARKING SPACES AVAILABLE TO SPACE BEING OCCUPIED #

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

BOROUGH USE ONLY:

REFERRAL DATE _____

DEPARTMENT	APPROVAL/DENIAL	SIGNATURE	DATE
Zoning/Building	<i>[Signature]</i>	<i>[Signature]</i>	<u>7/11/16</u>
Police	<i>[Signature]</i>	<i>[Signature]</i>	<u>7/11/16</u>
Fire Prevention	<i>[Signature]</i>	<i>[Signature]</i>	<u>7/11/16</u>
Health	<i>[Signature]</i>	<i>[Signature]</i>	<u>7/11/16</u>

Food Service

NAME Martina Saini

PREVIOUS BUSINESS AT THIS LOCATION:

DESCRIBE OPERATION OF PREVIOUS BUSINESS

N/A

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 N/A 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.

M Saini
Applicant Signature

06/20/16
Date

NAME THOMAS W JOHNSON

PREVIOUS BUSINESS AT THIS LOCATION:

DESCRIBE OPERATION OF PREVIOUS BUSINESS

BATTERY WAREHOUSING

NUMBER OF EMPLOYEES AT PREVIOUS BUSINESS 2 PARKING SPOTS 1

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

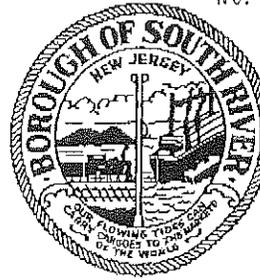
If YES to the above, set forth the date and place of the offense, nature of the offense and the punishment or penalty imposed. (Date, location, disposition)

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

6/29/16
Date

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 Nephrology Hypertension Associates of Central Jersey, PA
PROPOSED LOCATION 8 Dix Bridge Turnpike, First Floor
BLOCK# _____ LOT# _____
BUSINESS TELEPHONE 732-390-4888

NATURE OF BUSINESS (Describe Operation)
MEDICAL PRACTICE

APPLICANT INFORMATION

NAME Andrew B Covit, MD
HOME ADDRESS _____
CITY, STATE, ZIP East Rutherford, NJ 07073
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 14
DAYS AND HOURS OF OPERATION Mon - Fri 8am - 5pm
SQ. FOOTAGE OF AREA TO BE OCCUPIED 5600 sqft
OFF STREET PARKING SPACES AVAILABLE TO SPACE BEING OCCUPIED # _____

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

BOROUGH USE ONLY:

REFERRAL DATE 6/30/16

DEPARTMENT	APPROVAL/DENIAL	SIGNATURE	DATE
Zoning/Building	<u>OK</u>	<u>CL</u>	<u>7/18/16</u>
Police	<u>OK</u>	<u>MD</u>	<u>7/18/16</u>
Fire Prevention	<u>OK</u>	<u>MD</u>	<u>7/18/16</u>
Health	<u>OK</u>	<u>MD</u>	<u>7/18/16</u>

Page 2

NEPHROLOGY HYPERTENSION
NAME ASSOCIATES OF
CENTRAL JERSEY

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.

Applicant Signature

Date

5/25/2016

M

Patricia Oconnor

From: John Krenzel
Sent: Sunday, July 24, 2016 8:41 PM
To: Patricia Oconnor
Cc: Administrator
Subject: FW: Request for New CAHC Member

Please see the email from Teresa Huchison. Please place on the next agenda.

Mayor John M. Krenzel

WARNING: Email received by or sent to Borough officials is subject to the Open Public Records Act [OPRA]. This means that absent some specific privilege, all such communications are considered a public record and are subject to publication and/or dissemination to the public upon request

From: Teresa Hutchison [hutchisonteresa@msn.com]
Sent: Friday, July 22, 2016 12:32 PM
To: John Krenzel
Cc: Jim Hutchison
Subject: Request for New CAHC Member

Good Afternoon Mayor,

Kindly be advised that Ms. Stephanie Finley, who resides at 110 George St., Apt. 4, in South River has been requesting membership to the Cultural Arts and Heritage Commission for some time now.

She has volunteered her time to assist during the Memorial Day Parade and worked with one of our members, Sue Olsen, setting up the War Memorial Building for the Memorial Day Ceremony.

She is an enthusiastic and hard working individual who would be a great asset to the Commission.

Would you consider her request to join the Cultural Arts & Heritage Commission? As of this writing we have one vacancy.

Thank you for your kind assistance with this.

Best regards,

Teresa Hutchison, Chair
Cultural Arts & Heritage Commission
hutchisonteresa@msn.com<mailto:hutchisonteresa@msn.com>

PATRICK GERALDO , Captain
DEPARTMENT HEAD

Mark Delury , 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

TO: Mayor and Council
FROM: Patrick Geraldo, Captain
DATE: July 16, 2016
RE: Appointment for Rescue Squad Probationary Membership

RECEIVED
JUL 18 2016
BOROUGH CLERK

I recommend the following applicant(s) for Probationary Membership appointment in the Borough of South River, Department of EMS and Rescue. Please accept this applicant, pending the results of the full background check.

1. Victoria Buffalino – 14 Morningside Ave, South River, NJ 08882
2. Katelyn Faughnan – 12 Norwood Ave, Monroe TWP, NJ 08831

If there are any questions about the above listed applicant, please feel free to contact me at (732) 991-9390. I have attached a copy of the application for the Borough Clerk's Office records.

Regards

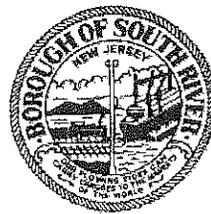


Patrick Geraldo, Captain
South River Rescue Squad

PC: Borough Clerk
Borough Administrator
President, SRRS, Inc.
File

PATRICK GERALDO , Captain
DEPARTMENT HEAD

Mark Delurey , 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

JUL 18 2016

BOROUGH CLERK

TO: Mayor and Council
FROM: Patrick Geraldo, Captain
DATE: July 16, 2016
RE: Appointment for Rescue Squad Probationary Cadet Membership

I recommend the following applicant for Probationary Cadet Membership appointment in the Borough of South River, Department of EMS and Rescue. Please accept this applicant, pending the results of the full background check.

1. Priya Jain – 41 Moonticello Way, South River, NJ 08882

If there are any questions about the above listed applicant, please feel free to contact me at (732) 991-9390. I have attached a copy of the application for the Borough Clerk's Office records.

Regards

Patrick Geraldo

Patrick Geraldo, Captain
South River Rescue Squad

PC: Borough Clerk
Borough Administrator
President, SRRS, Inc.
File

PATRICK GERALDO , Captain
DEPARTMENT HEAD

Mark Delurey, Asst. Captain
DEPUTY DEPARTMENT HEAD



P
TONY COLLA , 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**

To: Mayor & Council
From: Patrick Geraldo, Rescue Squad Captain
Date: July 16, 2016
Re: Rescue Squad Member Resignations

RECEIVED
JUL 18 2016
BOROUGH CLERK

The following Member(s) have ^{NOT} met the requirements as stated in the South River Rescue Squad bylaws. Please remove the members (by resolution) from the Rescue Squad roster. The member(s) have returned all Rescue Squad and Borough issued equipment and property.

- 1) Jeanette Vega – 26 East St, South River, NJ 08882
- 2) Daniel Fox – 211 N. Moetz Dr, Milltown, NJ 08850

If there are any questions about the above listed member, please feel free to contact me at (732) 718-5462.

Regards,



Patrick Geraldo, Captain
South River Rescue Squad

C: Squad File
Borough Clerks Office
Borough Administrator
President-SRRS, Inc.

**BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY
NEW JERSEY
08882-1247**



1 August 2016

Lyons-Schepsco VFW Post 1451
PO Box 325
South River, New Jersey, 08882

Re: Office on Aging Parking
VFW Parking Lot 31 Reid Street
South River, New Jersey 08882

Greetings,

The Borough of South River Office of Aging can use the parking lot of the VFW Post 1451 located at 31 Reid Street as overflow parking.

A specific agreed upon location will be designated by the Borough of South River and agreed to with the VFW.

The Borough of South River Public Works Department will plow this portion of the VFW Parking Lot during periods of inclement weather after roads and public safety concerns have been addressed.

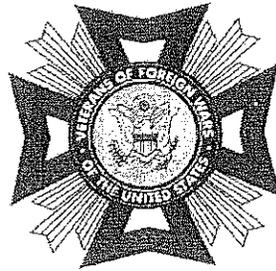
The VFW lot will not be plowed if the OOA is closed during or as a result of inclement weather.

A Certificate of insurance will be provided to the VFW by the Borough of South River.

Please don't hesitate to contact me if you have any questions or concerns. My phone number is (732) 257-1999 ext 120 or via email at fcarr@southrivernj.org.

Frederick C. Carr
Borough Administrator
Borough of South River

Cc: Mayor and Council
Kimberly Bell, Director OOA



July 15 2016

To: To whom it may concern
Borough of South River

RE: Office on aging Parking

From: Lyons-Schepsco VFW Post 1451
PO Box 325
South River, New Jersey, 08882

Lyons Schepsco VFW Post 1451, 31 Reid street can provide overflow parking for Office on Aging, 55 reid street as necessary.

Any Questions please contact:

James Gurchensky, Senior Vice Commander @ 732-266-4451

Mark Krempecki, Commander @ 732-289-8633

CC: Pete Christiano
File

RES: 2013-393

NOVEMBER 25, 2013

R

RESOLUTION IN SUPPORT OF S.3005/A.2316 TO CREATE A
MUNICIPAL SHARED SERVICES ENERGY AUTHORITY

WHEREAS, the Borough of South River owns and operates a not-for-profit electric utility that is owned by the customers it serves; and

WHEREAS, the Borough of South River's electric utility is one of ten (10) such utilities commonly referred to as public power utilities located throughout the State of New Jersey; and

WHEREAS, the Borough of South River desires to fulfill its long-term obligation to provide reliable electric service at the lowest reasonable cost by maximizing its strengths through shared services with other New Jersey public power utilities, and

WHEREAS, shared services through a municipal shared services energy authority will provide opportunities for savings in the purchase of wholesale power and energy as well as investment in capacity resources; and

WHEREAS, the Office of Legislative Services has estimated that those savings will range between \$6.57 million and \$67.71 million; and

WHEREAS, enabling legislation is required to establish a municipal shared services energy authority to achieve those savings for the more than 160,000 residents as well as businesses served by these locally-owned and controlled electric utilities.

NOW THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of South River as follows:

1. The Borough of South River supports the establishment of a municipal shared services energy authority under S.3005/A.2316 as sound public policy.
2. The Borough of South River urges the New Jersey Senate to join the Assembly and approve said legislation for consideration by the Governor.
3. The Borough of South River urges the Governor to sign said legislation into law at his earliest convenience.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to State Senator Barbara Buono, Assemblyman Peter J. Barnes, III, Assemblyman Patrick J. Diegnan, Jr., and the Office of the Governor.

DATED: NOVEMBER 25, 2013

/s/ Thomas Roselli
Councilmember

/s/ Peter Guindi
Councilmember

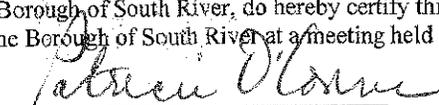
ROLL CALL VOTE

YEAS: Guindi, Haussermann, Hutchison, Jones, Roselli, Vaughn

NAYS: None

CERTIFICATION

I, Patricia O'Connor, Borough Clerk of the Borough of South River, do hereby certify this to be a true copy of a Resolution adopted by the Borough Council of the Borough of South River at a meeting held on November 25, 2013.


Patricia O'Connor, RMC
Borough Clerk

MEMORANDUM

TO: The PPANJ Board
FROM: Jim Jablonski
SUBJECT: Talking Points for Local Consideration
DATE: July 20, 2016

Jill Barker has offered a 'handout' that includes information that you may use as you seek local approval for membership in the Authority. For your further consideration here are a few points that you may also consider. They are based, in part, upon discussions held at our June 28 special meeting.

1. Commissioners will prepare the way for the Authority to assume responsibility for wholesale procurement. This is presently performed for eight systems by American PowerNet ("APN") and in-house by Vineland.
2. Preparations will be complete and direction set not later than the end of the 1st quarter 2017. The Authority may contract with a service provider such as APN or ACES; membership in another joint-action agency such as AMP or CMEEC; or provide these services in-house. The current DCA-approved *Procurement Model* and other documents will be updated as required.
3. Commissioners will consider opportunities for investment in traditional and renewable generation projects. There is no timetable for investments, but systems agree that ownership of generation would result in cost-savings.

PPANJ
Shared Services Energy Authority
June 28, 2016

- I. The “Authority” is really a joint action agency (New Jersey required use of the term “Authority”)
 - a. Thirty seven states have a joint action agency for their municipal utilities. Rural electric distribution systems like Sussex have generation & transmission cooperatives.
 - b. The New Jersey statute was modeled on the Delaware Municipal Electric Corporation statute and the joint action agency that it created, DEMEC, because it has been successful in achieving lower energy, capacity, and renewable energy costs for its members. The focus of the Authority is on wholesale supply and related services. Members have no obligation to purchase power and energy or acquire other services from the Authority.
 - c. Local functions of the municipal members, such as operating the distribution system, billing, setting rates, and operating any generation owned by the member, remain the responsibility of the municipal members.
- II. Benefits: Cost Savings (not redundancy), Risk Management and Strategic Positioning
 - a. The purpose of the Agency is to create opportunities for cost savings, risk management by providing a range of services to reduce operating costs and manage operating and financial risks by utilizing economies of scale, and use market resources to strategically position the boroughs to meet competitive challenges. Only public power entities that are in existence now may join. PPANJ (Public Power Association of New Jersey) has operated for over thirty one years to facilitate some joint actions by the members in the wholesale power arena.
 - i. Cost Savings: Right now each member separately contracts for purchased power, but greater savings might be achieved when the loads are aggregated in a joint purchase for the entire group.
 - ii. Risk Management: By diversifying the types and location of future capacity, capacity costs and congestion costs may be mitigated and new revenue sources against wholesale costs can be created.
 - iii. Strategic Response to Emerging Competition: Demand side management, rooftop solar, battery storage, and smart houses are but a few of the new competitive threats that have emerged in the last ten years, and the pace of competitive gadgets is accelerating. Strategic response is required to position the boroughs to keep up with the market and not be the prime recipient of fixed cost allocation for excess capacity and transmission.
- III. How Will Authority Expenses Be Paid?
 - a. Each member will pay its own purchased power costs that it designated the Authority to purchase for it. There will be a direct contract obligation flowing from the member through the Authority to the third party supplier such as Exelon,

or NextEra. Other Members will not be responsible for each other's power supply purchases.

- b. If a group of the members joins a generation construction project through the Authority, it does so through a contract. The contract makes the members responsible for defeasance of their respective share of the bond debt before they may terminate the contract to purchase the output of the plant or terminate their membership in the Authority.
- c. Administrative costs will be paid similar to the way the PPANJ dues are paid now, although a fairer formula or method may be in order. The initial budget will be submitted to the Local Finance Board (LFB) for approval and the members will set the dues required to be paid for membership using this budget. Thereafter, a budget must be submitted annually to the LFB and the members will set the dues based on this annual budget.

IV. Next Steps

- a. Sub Committee of PPANJ is now considering edits to a group of contracts:
 - i. Inter-Municipal Agreement (IMA)
 - 1. Updated Competitive Procurement Principles ("Procurement Model") per N.J. Stat. Ann. §40A:11-5(6) (2016).
 - ii. Bylaws of the Agency
 - iii. Membership Contract
 - iv. Master Energy Services Contract – this contract will be an umbrella agreement under which a Member may enter into specific transactions for services such as power supply in a certain quantity; PJM Agent services; Ancillary transmission services; etc. Each of these transactions will be priced such that the Authority is compensated for the cost of providing the service. Members are free to make purchases or ignore the offerings under this Master Energy Services Contract.
- b. After receiving input from the governing bodies and the documents are approved by the PPANJ Board, they will be submitted concurrently to the LFB and to each governing body for approval.
 - i. The Procurement Model update will be submitted to the DLGS simultaneously with "b" above.
- c. When the LFB approves the IMA, and if at least three governing bodies approve the same ordinance and execute the Membership Contract, then the Authority is formed.

AN ORDINANCE OF THE BOROUGH OF SOUTH RIVER, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN INTER-MUNICIPAL AGREEMENT ESTABLISHING THE NEW JERSEY PUBLIC POWER AUTHORITY, A MUNICIPAL SHARED SERVICES ENERGY AUTHORITY

WHEREAS, the Mayor and Council of the Borough of South River find that the Borough will benefit by joining other municipalities to establish a municipal shared services energy authority according to the provisions set forth in The Municipal Shared Services Energy Authority Act, N.J. Stat. Ann. §40A:66-1(2016) for the purpose of acting jointly to promote the stability and viability of the Member systems and to achieve efficiencies and savings for the retail customers of the Member systems; and

WHEREAS, the creation of this municipal shared services energy authority, to be known as the New Jersey Public Power Authority (“NJPPA”), will be governed by an Inter-Municipal Agreement (“IMA”) between the member municipalities; and

WHEREAS, The purposes for which NJPPA is organized are to act jointly and perform according to standard electric industry practices all authorized endeavors to achieve savings and efficiencies for retail customers in Member systems through coordinated bulk power and fuel supply programs; undertake the planning, financing, development, acquisition, construction, reconstruction, improvement, enlargement, betterment, operation and maintenance of a project or projects to supply electric power and/or energy for the present and future needs of its Members; and to effect joint development of electric energy resources or production, distribution, and transmission of electric power and/or energy in whole or in part for the benefit of the contracting Members; and to do and perform all acts and things for the benefit of its Members and others, which by law, expressed or implied, it is authorized, empowered or permitted to do and perform

WHEREAS, the governing body find that it would be in the best interest of the Borough of South River to enter into the IMA in the form attached hereto.

NOW, THEREFORE, BE IT ORDAINED BE IT ORDAINED, by the governing body of the Borough of South River, County of Middlesex, State of New Jersey, as follows:

Section 1. The Borough of South River shall become a member of a municipal shared services energy authority to be known as the New Jersey Public Power Authority (“NJPPA”).

Section 2. The Mayor and Borough Clerk are hereby authorized to execute the Inter-municipal agreement attached hereto.

Section 3. Any and all other ordinances inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistencies.

Section 4. In the event that any section paragraph, clause phrase, term, provision or part of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph, clause, term, provision or part thereof directly involved in the controversy in such judgment shall be rendered.

Section 5. This Ordinance shall take effect immediately upon final passage, approval, publication and the posting of the appropriate signs as required by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed on first reading at a regular meeting of the Borough Council of the Borough of South River, in the County of Middlesex, State of New Jersey, held on _____, **2015**, and will be considered for second reading and final passage at the regular meeting of said Governing Body to be held on the ____ day of _____, **2016**, at ____:00 p.m., or as soon thereafter as this matter can be reached, at the Council Chamber of the Criminal Justice Building located at 61 Main Street, South River, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance.

PATRICIA O’CONNOR, RMC
Borough Clerk, Borough of South River

INTER-MUNICIPAL AGREEMENT
ESTABLISHING
NEW JERSEY PUBLIC POWER AUTHORITY,
A MUNICIPAL SHARED SERVICES ENERGY AUTHORITY

THIS IS AN AGREEMENT to create the New Jersey Public Power Authority (“NJPPA”), a municipal shared services energy authority formed by a combination of the following municipalities of the State of New Jersey, together with other municipalities or rural electric cooperatives that become parties hereto, the “Members”: [to be determined -- City of Vineland, and the Boroughs of Butler, Lavallette, Madison, Milltown, Park Ridge, Pemberton, Seaside Heights, and South River].

WHEREAS, the aforementioned municipalities are desirous of contracting to establish a municipal shared services energy authority according to the provisions set forth in The Municipal Shared Services Energy Authority Act, N.J. Stat. Ann. §40A:66-1(2016), *et seq.* (hereinafter referred to as the “Act”), for the purpose of acting jointly to promote the stability and viability of the Member systems and to achieve efficiencies and savings for the retail customers of the Member systems;

WHEREAS, the aforementioned municipality governing bodies have adopted ordinances approving this Inter-Municipal Agreement (“IMA”); and

WHEREAS, this IMA and the pertinent ordinances were submitted to the Local Finance Board (“LFB”) of the New Jersey Division of Local Governmental Services as an application for approval of this IMA, and the LFB either approved this IMA or did not disapprove this IMA within sixty days of a completed application; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the municipalities listed above hereby agree as follows:

ARTICLE I - NAME

The name of this municipal shared services energy authority shall be the New Jersey Public Power Authority ("NJPPA") or the Authority.

ARTICLE II – PURPOSES

The purposes for which NJPPA is organized are to act jointly and perform according to standard electric industry practices all authorized endeavors to achieve savings and efficiencies for retail customers in Member systems through coordinated bulk power and fuel supply programs; undertake the planning, financing, development, acquisition, construction, reconstruction, improvement, enlargement, betterment, operation and maintenance of a project or projects to supply electric power and/or energy for the present and future needs of its Members; and to effect joint development of electric energy resources or production, distribution, and transmission of electric power and/or energy in whole or in part for the benefit of the contracting Members; and to do and perform all acts and things for the benefit of its Members and others, which by law, expressed or implied, it is authorized, empowered or permitted to do and perform.

ARTICLE III – REGISTERED OFFICE

The registered office of NJPPA is located at the Clerk's office of Pemberton Borough, Pemberton, New Jersey [Address], and the Registered Agent is the company itself.

ARTICLE IV – TERM, MEMBERSHIP AND OBLIGATIONS

Section 1. Eligibility for Membership. The initial Members of the NJPPA shall be:[to be determined -- City of Vineland, and the Boroughs of Butler, Lavallette, Madison, Milltown, Park

Ridge, Pemberton, Seaside Heights, and South River.] To become a Member of NJPPA, the municipality or rural electric cooperative must negotiate an amended IMA and present it to the LFB together with an approved ordinance of its governing body pursuant to the Act.

Section 2. Term of IMA. The IMA shall continue until such time as Membership declines to fewer than three Members.

Section 3. Withdrawal of Membership. Membership may be withdrawn by any Member, acting through its governing body, by giving written notice of such termination six (6) months prior to the effective date of the withdrawal. Liabilities under contract in force at the time of such withdrawal shall not be affected except as provided in such contract. A withdrawing Member's withdrawal obligations include defeasance of the Member's *pro rata* share of any bonds issued by NJPPA. Any withdrawal under Section 3 shall not relieve that Member of a legal commitment or liability under contract entered into with NJPPA or by NJPPA with other entities, such as, power purchase contracts for energy and/or capacity to be delivered in the future.

Section 4. Termination of Membership. A Member may be terminated by two-thirds (2/3) vote of the Members, acting through their Commissioners. Liabilities under contract in force at the time of such termination shall not be affected except as provided in such contract. A terminated Member shall be obligated to defease the Member's *pro rata* share of any bonds issued by NJPPA. Any termination under Section 4 shall not relieve that Member of a legal commitment or liability under contract entered into with NJPPA or by NJPPA with other entities.

Section 5. First Rights. The Members of NJPPA shall have a first right to the purchase of all electric capacity and/or energy generated by, contracted for, or owned by NJPPA. The amount of electric capacity and energy to which each Member is entitled shall be computed in accordance with plans or formulae, if any, adopted by two-thirds (2/3) vote of the Members,

acting through their Commissioners. Notwithstanding anything which might indicate a different intention, NJPPA may enter into contracts of such duration as it deems advisable for sale to its Members of the electric capacity and/or energy to which they are entitled and elect to purchase, and for the sale of surplus electric capacity and energy (that is, electric capacity and energy not contracted for or contracted for and not currently used by Members) to non-members.

Section 6. Members not to be Assessed. No Member may be assessed for any purpose by NJPPA without the Member's consent evidenced in writing from the Member's governing body.

Section 7. Obligations of Members. It is specifically agreed that membership in NJPPA shall not commit any Member to purchase power and/or energy or to incur any other liability unless such Member shall specifically agree to such cost, purchase or other liability pursuant to a separate contract approved by its governing body.

7.1 Administrative Costs. Members promise to pay such tariff rates, fees, dues, assessments and/or capital contributions as established by the Members, acting through their Commissioners in accordance with the bylaws, to support the operations of NJPPA.

7.2 Purchase and Sale of Electricity; Generation Projects.

7.2.1 Members agree that to purchase products and services from NJPPA, Member must first enter into a Master Energy Services Contract(s) substantially in the form attached hereto as Exhibit 1.

7.2.2. Terms of Purchase and Sale Must Recover NJPPA Costs. Any contract between Member and NJPPA shall bind the Member(s) to make payments to NJPPA for commodities to be procured and services to be rendered by the Authority in such amounts as to enable NJPPA to meet its expenses, to satisfy any collateral requirements to preserve the contracts, and to make payments on interest and principal of any bonds, plus

reserves for debt service, if any. Such Member-NJPPA contract(s) may contain “take or pay” provisions obligating Member(s) to pay for energy and/or capacity purchased on Member’s behalf, regardless of whether such energy and/or capacity was consumed by the Member(s). The Member-NJPPA contract(s) may further provide that if one or more Member(s) default(s) in its payments under the contract(s), that the remaining Members agreeing to be so bound may be required to accept and pay for, or to otherwise dispose of the power and/or energy of such defaulting Member(s).

7.2.3 Terms of Generation Project Contracts Must Recover NJPPA Costs Including Debt Service. A Member and the NJPPA may collaborate to construct or jointly own a power supply project and/or the purchase and sale of electricity therefrom only if the Member and the NJPPA first enter into a separate Master Energy Services Contract or other contract pursuant to which Member agrees to compensate NJPPA for such project in such amounts as to recover NJPPA costs, including debt service on the issuance of any bonds, under terms compliant with the Act.

7.3. Member agrees to take other actions as are necessary and desirable to diligently uphold the integrity and purposes of the NJPPA, especially the obligation to provide reliable and low cost electricity to the NJPPA Members and their customers.

7.4 Assignment. Neither Member nor NJPPA may assign this IMA in whole or in part.

ARTICLE V – BOARD OF COMMISSIONERS

Section 1. Composition. The governing body of NJPPA shall be a Board of Commissioners, in which all powers of NJPPA are vested. The Board of Commissioners shall have the power to create an executive committee of the Board, to which powers and duties may be delegated, as the

Board shall specify. The number of Commissioners of NJPPA at any time shall equal the number of Members at that time. Each Member shall have the power to appoint one (1) Commissioner to the Board of Commissioners and shall be entitled to remove that Commissioner at will. Each Member shall, from time to time, designate one Commissioner, which designation shall be in writing and filed with the NJPPA. Each member may, from time to time, designate an Alternate Commissioner, which designation shall be in writing and filed with NJPPA. The alternate Commissioner in the absence of the first named Commissioner, may vote and act with full authority. A Commissioner's or Alternate Commissioner's vote shall be valid unless a writing from the Member is received by NJPPA revoking said Commissioner's or Alternate Commissioner's authority. Commissioners shall not be compensated.

Section 2. Quorum and Voting.

Quorum. A majority of Commissioners shall constitute a quorum. A majority of the quorum is necessary for any action taken by the Board. A majority of less than a quorum may postpone to a new time or place, any meeting and the adjourned meeting may be held with such notice, if any, as is required by law.

Voting. Each Member shall have one vote.

Section 3. Vacancies. Each Member shall appoint a successor to fill any vacancy created by the resignation or removal of its appointee to the Board of Commissioners. No vacancy in the membership of the Board of Commissioners shall impair the right of a quorum to exercise the power of the Board.

Section 4. Resignation. Any Commissioner may at any time resign his or her office by submitting a written notice to the NJPPA President or Secretary. Such resignation shall be effective upon receipt, and acceptance thereof shall not be necessary to make it effective unless

the motion so states. NJPPA shall notify the Member within seventy-two (72) hours of its receipt of a resignation from that Member's Commissioner.

Section 5. Duties. It shall be the duty of the Board to comply or cause compliance with the applicable laws of the State of New Jersey, including the Act, the Local Authorities Fiscal Control Law, or any future corresponding provision of the New Jersey Code, and to comply or cause compliance with each and every term, provision and covenant in this IMA on its part to be performed.

Section 6. Notice. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or e-mail to NJPPA at the address provided herein. Notice by facsimile, e-mail, or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was deposited in the United States mail or sent.

To NJPPA:

Executive Director at Pemberton Address

To Member:

[name and address]

ARTICLE VI – EXECUTIVE DIRECTOR AND STAFF

Section 1. Executive Director. An Executive Director shall be selected by majority vote of the Board of Commissioners as set forth in the bylaws. Unless the Board of Commissioners otherwise provides, the Executive Director shall be the chief operating officer of the NJPPA and shall have such general executive powers and duties of supervision and management as are

usually vested in the office of the chief operating officer of a corporation, including carrying into effect all directions and resolutions of the Board of Commissioners. The Executive Director may, together with the President, Secretary, and other persons authorized by the Board, execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of the Corporation, may cause the seal to be affixed thereto, and may execute all other contracts and instruments for and in the name of NJPPA that the Board of Commissioners has authorized to be executed. The Executive Director shall direct the day-to-day affairs of NJPPA including supervising all employees of NJPPA, reporting to the Board of Commissioners any violation of the rules and regulations (if any), collecting any charges or fees, and keeping records in the form prescribed from time to time by the Board of Commissioners and reporting thereon whenever so requested by the Board of Commissioners. The Executive Director shall be directly responsible to the Board of Commissioners and shall report directly to the Board of Commissioners.

Section 2. Staff. Staff of the NJPPA shall be selected by the Executive Director as may be authorized by the Board of Commissioners pursuant to budgetary approvals and in conformance with the Act.

ARTICLE VII – CORPORATE POWERS

Section 1. Body Politic. The Authority shall be a public body politic and corporate, established as an instrumentality exercising public and essential governmental functions to provide for the public health and welfare. The Authority shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate but shall not have taxing power. The authority shall be a “contracting unit” for purposes of the "Local Public Contracts Law," N.J. Stat. Ann. §40A:11-1 *et seq.*

Section 2. Powers. The Authority shall have perpetual succession, and shall have the following powers as specifically enumerated in the Act:

1. To adopt and have a common seal and to alter the same at pleasure;
2. To sue and be sued;
3. To acquire, own, rent, hold, lease, as lessor or lessee, use and sell or otherwise dispose of, mortgage, pledge, or grant a security interest in, any real or personal property, commodity, or service or interest therein;
4. To hold or place collateral with a counterparty to a wholesale power supply contract and to account for value, and use such collateral as provided in the power supply contract, notwithstanding any other law or regulation to the contrary;
5. To plan, develop, acquire, construct, reconstruct, operate, manage, dispose of, participate in, maintain, repair, extend, or improve one or more electric supply projects within the corporate limits and franchise areas of the Members, and act as agent, or designate one or more other persons participating in an electric supply project to act as its agent, in connection with the planning, acquisition, construction, operation, maintenance, repair, extension, or improvement of such electric supply project for generation, production, transmission, and provision to the Members of electrical power and energy at wholesale, to meet the electric power or energy needs of the Members, provided that NJPPA shall not sell electric power or energy at the retail level;
6. To enter into franchises, exchange, interchange, pooling, wheeling, or transmission agreements with any person, firm, entity, or public agency in order to purchase wholesale electric power and energy for the Members, or to sell excess power and energy purchased or produced by the Members' generation assets and not needed to serve the load within the corporate limits and franchise areas of the Members, and to negotiate for, and buy fuels necessary for the production of electric power and energy within the corporate limits and franchise areas of the Members, to develop bulk power and fuel supply programs, and to implement energy conservation measures within the corporate limits and franchise areas of the Members as necessary or appropriate, to meet the electric power or energy needs of its Members;
7. To negotiate and enter into power supply contracts defined in the Act and to take such actions as are necessary to remain in compliance with the terms of those contracts;
8. To make and execute additional contracts and other instruments necessary or convenient to the exercise of its powers;

9. To employ agents and employees;
10. To contract with any person, entity or public agency within or outside the State of New Jersey for the construction of any electric supply project within the corporate limits and franchise area of its Members or for the purchase, sale or transmission of electric power and energy generated by any electric supply project located within the corporate limits and franchise area of its Members, in whole or in part, for the benefit of its Members, or for any interest or share therein, or any right to capacity thereof, on terms and for a period of time as its board shall determine, provided that NJPPA shall not enter into any contract that speculates in the energy markets and NJPPA shall not construct or contract for the construction of any electric supply project that, when added to the existing NJPPA-owned or co-owned generation assets, will produce more than 105 percent of the power and energy requirements of the Members;
11. To purchase and sell, exchange or transmit electric power and energy at wholesale within and outside the State of New Jersey consistent with federal law, in amounts as it shall determine to be necessary or appropriate to make the most effective use of its powers and to meet its responsibilities, to sell, exchange, or transmit excess electric power purchased or produced by electric generation facilities within the corporate limits and franchise areas of its Members that is not needed to serve load within those corporate limits and franchise areas;
12. To co-own an electric generating facility project initiated by any person and constructed outside the corporate limits and franchise area of the members, provided that: (1) the share of NJPPA co-ownership shall be restricted to supply the electric and power needs of the Members ; and (2) when added to the aggregate of existing NJPPA-owned or Member-owned generation facilities together with co-ownership of facilities outside of the corporate limits and franchise areas of the Members, the aggregate produces no more than 105 percent of the power and energy needs of the Members;
13. To provide for and secure the payment of any bonds and the rights of the holders thereof, and to purchase, hold, and dispose of any bonds;
14. To accept gifts or grants of real or personal property, money, material, labor, or supplies solely for the purposes and exclusive use and benefit of the NJPPA, and to make and perform those agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance, or disposition of the gifts or grants;
15. To make, amend and enforce bylaws or rules and regulations for the management and regulation of its business and affairs and for the use, maintenance, and operation of its properties;

16. To do and perform any acts and things authorized by the Act through or by means of its own Board, officers, agents, and employees, or by contract with any person;
17. To enter into any and all contracts, execute any and all instruments, and do and perform any and all things or acts necessary, convenient, or desirable for the purposes of NJPPA, or to carry out any power expressly authorized under the Act.;
18. To exercise powers which are granted to municipalities under N.J. Stat. Ann. § 40:62-12 *et seq.*;
19. To join organizations, including private or trade organizations, that the Board has deemed to be beneficial to the accomplishment of the NJPPA's purposes;
20. To enter into one or more power supply contract, lease, operation contract, or contract for management of electric generation within the corporate limits and franchise areas of its members, or for the purchase of fuel for electric generation within the corporate limits and franchise areas of the Members, to meet the electric power or energy needs of its Members, for a term not to exceed forty ("40") years; and
21. To invest any funds held in reserve or sinking funds, or any funds not required for immediate disbursement, including the proceeds from the sale of any bonds, in those obligations, securities, and other investments as the authority deems to be proper and as the members of the authority are authorized pursuant to law.

ARTICLE VIII – INDEMNIFICATION OF COMMISSIONERS

Any person made a party to any action, suit or proceeding by reason of the fact that he or she is or was a Commissioner, officer, employee or agent of the NJPPA or of any organization, joint action agency, or corporation which he or she served at the request of the NJPPA, shall be indemnified by NJPPA against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with said action, suit or proceeding including any appeal therein, except in relation to matters as to which it shall be adjudicated in such action, suit or proceedings that such Commissioner, officer, employee, or agent was not acting in good faith in the reasonable belief that his or her action was in the best interests of NJPPA. The term "expenses" includes amounts paid in satisfaction of judgments or in settlement of any action, suit

or proceeding other than amounts paid to NJPPA itself. Such right of indemnification shall not be deemed exclusive of any other rights to which such Commissioner, officer, employee, or agent may be entitled apart from this Article.

Anyone seeking indemnification who proposes to settle litigation or who proposes to settle prior to litigation shall obtain the approval of the Board on all matters pertaining to the settlement prior to having the right to indemnification under this Article. If settlement is not approved by NJPPA, NJPPA will continue to be responsible for indemnification and expenses as heretofore set forth.

ARTICLE IX – BUDGETS AND AUDITS

Section 1. Budget. The Treasurer shall cause to be prepared a budget for each year and submit the same to the Board for approval. The budget shall include an estimate of the amount of receipts and expenditures for the ensuing year including expenses of officers and employees, legal, engineering, power supply, and other expenses and contingencies, and shall be conformed to the requirements of the LFB or its successor, and other New Jersey law. The Treasurer shall cause to be prepared quarterly unaudited financial reports, and shall submit the same to the Board as soon as practical following the end of each quarter of the applicable fiscal year.

Section 2. Annual Audit. Within ninety (90) days after the end of each fiscal year, the Board shall cause the books, accounts and records of NJPPA to be audited by an independent, certified public accountant, licensed, registered or entitled to practice and practicing as such under the laws of the State of New Jersey and in accordance with the Act.

Section 3. Member Audit Rights. Each Member has the right to examine NJPPA records related to the IMA to verify compliance with the IMA and to resolve or decide any claim or dispute

arising under this IMA. NJPPA shall grant a Member reasonable access to these records at all reasonable times during the IMA term and for three (3) years after its termination.

ARTICLE X – TERMINATION AND DISSOLUTION

The term of this IMA shall be until such time as it is terminated by the affirmative vote of two-thirds (2/3) of the total authorized vote, or is dissolved due to having fewer than three Members. This IMA may not be terminated so long as NJPPA has bonds outstanding, unless provision for full payment of such bonds from escrow or otherwise, has been made pursuant to the terms of the bonds or the resolution authorizing the issuance of such bonds, trust indenture or security instruments securing the bonds.

Upon termination or dissolution of NJPPA, the title to all funds and other properties owned by it which remain after payment or the making of provision for payment of all bonds and other obligations of NJPPA shall vest in the Members, as their interests may appear, and as agreed upon by the Members.

NJPPA shall take whatever action may be necessary, including the execution and delivery of conveyances therefor, by quitclaim or other appropriate deed to the end of effecting such vesting and allocation as is agreed upon by the Members.

ARTICLE XI – AMENDMENT

This IMA may be amended only by the affirmative vote of two-thirds (2/3) of all the votes of Commissioners and approval by the LFB. Notwithstanding the provisions of this paragraph, this IMA may be modified, amended or changed concerning the matters of (i) voting by Commissioners or (ii) assessment of Members except by the unanimous approval of the Members only upon written agreement signed by all Members and upon approval by the LFB.

ARTICLE XII – CONSTRUCTION AND BINDING EFFECT

It is mutually agreed that this IMA shall be construed according to the laws of the State of New Jersey, venue lying in the courts of the State of New Jersey.

This IMA, with attachments, where applicable, shall be considered and construed as a whole, each paragraph in context with the others, and no paragraph shall be read to the exclusion of any other paragraph. If any terms, covenant, or condition herein shall be deemed to be unenforceable or illegal, such unenforceability or illegality shall be of no force or effect with respect to any other paragraph, provision, term, or covenant herein.

The parties hereto agree that they will execute any document reasonably required to carry out the terms of this IMA.

References to the singular shall include the plural and references to gender shall be without regard to male.

IN WITNESS WHEREOF, the aforementioned Members have set their hand and seal this ____ day of ____ 2016.

Sheryl Nevin

S

From: Joe Zanga
Sent: Wednesday, August 03, 2016 4:32 PM
To: Bennett Clark, Meghan A.; Reiff, Stephen
Cc: Frederick Carr; Gerard Stankiewicz; Patricia Oconnor; Sheryl Nevin
Subject: Electric Bond ordinance

Meghan and Steve,

The Borough would like to introduce an Electric Utility Bond Ordinance for Improvements to the Willett Avenue Substation to include Circuit Breakers, Relays, Transformers, Etc.

Total Ordinance \$1,000,000, Hard costs \$850,000 and soft costs \$150,000. No down payment since the Utility is self-liquidating.

Next Ordinance # is 2016-12. 1st Reading for 8/8

Jerry – Capital Budget Amendment required.

Thank you

Joe

Sheryl Nevin

From: Frederick Carr
Sent: Thursday, August 04, 2016 9:56 AM
To: Sheryl Nevin
Subject: FW: Electric Substation

For electric stuff

Thanks

Frederick C. Carr
Borough Administrator
Borough of South River
48 Washington Street
South River, NJ 08882
(732) 257 - 1999 ext. 120
(848) 992 - 6357 (Cell)

WARNING: Email received by or sent to Borough officials is subject to the Open Public Records Act [OPRA]. This means that absent some specific privilege, all such communications are considered a public record and are subject to publication and/or dissemination to the public upon request.

From: Koch, Bruce [mailto:BKoch@cmeusa1.com]
Sent: Thursday, July 28, 2016 12:23 PM
To: Frederick Carr <fcarr@southrivernj.org>
Cc: Joe Zanga <jzanga@southrivernj.org>
Subject: Electric Substation

Fred: I have reviewed the work that should be performed to the Borough's Substation. The yearly routine maintenance typically costs approximately \$75,000. There are 11 Vacuum Circuit Breakers that should be replaced or preferably upgraded to Air Circuit Breakers. The approximate cost for these would be \$35,000 each for a total of \$385,000. There are also 24 Protective Relays that are starting to fail and should be replaced. That cost is approximately \$10,000 each for a total of \$240,000. There is also software available that allows those breakers to be remotely monitored, which is not required but is an option to consider, which would cost approximately \$20,000. We have also be advised that Transformer T-4 has a minor oil leak in the Load Changer Shaft and the Transformer is due to be refurbished. That cost is approximately \$150,000. I would envision the latter three(3) items being capitalized over a 5 or 6 year period. The annualized cost plus the routine maintenance would cost in the range of \$210,000 to \$235,000 per year depending on whether it was a 5 or 6 year plan. Jim Ghaemi and I would like to meet with you, Joe Zanga and Rick Fallon to discuss this prior to preparing a proposal to submit to the borough. Please let me know if that is something you would like to do, and if so, when you would be available. Thanks,

BRUCE M. KOCH, PE, PP, CME
Principal



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