

AGENDA (FINAL)
MAYOR AND BOROUGH COUNCIL
MEETING NO. 10
DATE: 6-12-2023

Time: 7:00 P.M.

REGULAR (X)
SPECIAL ()
OTHER _____

ROLL CALL: Mayor Krenzel () Atty: _____
Clw. Balazs () Clw. Meira () Eng: _____
CIm. Guindi () CIm. Oliveira () Adm: _____
CIm. Gurchensky () C. Pres. Ciulla ()

MEETING CALLED TO ORDER BY PRESIDING OFFICER

STATEMENT OF NOTICE OF PUBLICATION - CHAPTER 231, P. L. 1975

IN COMPLIANCE WITH CHAPTER 231 OF PUBLIC LAW OF 1975, NOTICE OF THIS MEETING TO BE HELD AT THE CRIMINAL JUSTICE BUILDING, 61 MAIN STREET, SOUTH RIVER HAS BEEN PUBLISHED IN THE HOME NEWS TRIBUNE ON JANUARY 6, 2023, POSTED ON THE MUNICIPAL BUILDING BULLETIN BOARD, THE BOROUGH WEBSITE, THE FRONT DOOR OF THE CRIMINAL JUSTICE BUILDING AT 61 MAIN STREET, SOUTH RIVER.

CALL OF THE ROLL

SALUTE TO THE FLAG / MOMENT OF SILENCE

PROCLAMATIONS, HONOR, AWARDS & PRESENTATIONS

- None

EXECUTIVE SESSION

2023-194 WHEREAS, Section 8 of Chapter 231, Public Law 1975 permits the exclusion of the general public from a meeting of the Governing Body under certain circumstances; and

WHEREAS, the Mayor and Council of the Borough of South River are of the opinion such circumstances presently exist.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River in the County of Middlesex of the State of New Jersey, that the public be excluded upon the hereinafter specific subject matter and that such subject matter to be so discussed is as follows:

- Litigation
- Interlocal Agreement/Football Fields

BE IT FURTHER RESOLVED that such record of the above discussion will be made public when confidentiality is no longer required.

ADJOURN TO EXECUTIVE SESSION

*The Borough Council may/may not take formal action after the Executive Session meeting concludes.

RECONVENE TO PUBLIC SESSION

AGENDA SESSION

- None

ORDINANCE - SECOND READING/PUBLIC HEARING

2023 –20

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT, APPROPRIATING \$2,095,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,342,500 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF SOUTH RIVER, IN THE COUNTY OF MIDDLESEX, NEW JERSEY

- *PUBLIC HEARING*
- *COUNCIL DISCUSSION*
- *MOTION TO ADOPT*

2023 –21

BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO THE WATER TREATMENT, STORAGE AND DISTRIBUTION SYSTEM, APPROPRIATING \$950,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$900,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF SOUTH RIVER, IN THE COUNTY OF MIDDLESEX, NEW JERSEY

- *PUBLIC HEARING*
- *COUNCIL DISCUSSION*
- *MOTION TO ADOPT*

ORDINANCE – FIRST READING BY TITLE ONLY

2023-22

**AN ORDINANCE OF THE BOROUGH OF SOUTH RIVER, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AMENDING THE BOROUGH CODE OF THE BOROUGH OF SOUTH RIVER, SO AS TO AMEND CHAPTER 155 ENTITLED “FEES”
“Recreation”**

2nd Reading and Public Hearing to take place on July 10th, 2023 at 7:00 pm or shortly after at the Council Chambers in the Criminal Justice Building – 61 Main Street, South River or remotely via Zoom

- *MOTION TO ADOPT*

REPORTS

Mayor/Business Administrator/Departments/Professionals/Governing Body

PUBLIC COMMENT (10 min per speaker)

MAYORAL APPOINTMENTS

- None

WHEREAS RESOLUTION 2023-01 AUTHORIZES THE BOROUGH COUNCIL TO UTILIZE A CONSENT AGENDA TO ADOPT VARIOUS RESOLUTIONS OF A ROUTINE AND NONCONTROVERSIAL NATURE AT ONE TIME. NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED THAT THE BELOW LISTED RESOLUTIONS ARE HEREBY ADOPTED BY THE BOROUGH COUNCIL IN WHOLE AS IF THE SAME WERE INDIVIDUALLY ACTED UPON.

CONSENT RESOLUTIONS 2023-195 to 2023-213

195	Authorizing Provident Bank for Primary Banking Services.
196	Awarding a contract to CME Associates for Professional Services.
197	Authorizing CME to file an Air Quality Permit with NJDEP.
198	Appointment of Recreation Department positions.
199	Granting Renewal to ABC Licenses – July 1, 2023 to June 30, 2024.
200	Authorizing the purchase of a pickup truck for the Electric Department.
201	Resolution authorizing the execution of an Agreement with Meghan Ann Bennett.
202	Authorize Certain Utility Refunds.
203	Authorizing the Execution of a contract with Forerunner Industries, Inc.
204	Authorizing the Execution of a Supplemental Software Product Agreement with Mitchell Humphrey & Co.
205	Purchase of a Roll Off Truck for the Department of Public Works.
206	Approval to submit a grant application and execute a grant contract with the NJDOT.
207	Resolution appointing Hearing Officer.
208	Accept May 22, 2023, Regular Meeting Minutes.
209	Authorize the Bills & Claims list.
210	Appoint Special Law Enforcement Officers (Class I)
211	Awarding a contract to Kleinfelder for Professional Services.
212	Authorizing Agra to provide Professional Services for the change in Chemical Treatment in the Borough's water system.
213	Authorizing the offering for sale of Borough property located at Block 212 Lot 6.02.

APPROVE/DENY RESOLUTIONS 2023-195 to 2023-213

NEW BUSINESS

GOVERNING BODY COMMENTS (For the Good of and Welfare of the Borough)

ADJOURNMENT

The next scheduled Council Meeting will take place on July 10th, 2023, at 7:00 pm

RESOLUTION 2023-194

**RESOLUTION OF THE BOROUGH OF SOUTH RIVER, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY
AUTHORIZING THE ENTRANCE INTO EXECUTIVE SESSION**

WHEREAS, Section 8 of Chapter 231, Public Law 1975 permits the exclusion of the general public from a meeting of the Governing Body under certain circumstances; and

WHEREAS, the Mayor and Council of the Borough of South River are of the opinion such circumstances presently exist.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River in the County of Middlesex of the State of New Jersey, that the public be excluded upon the hereinafter specific subject matter and that such subject matter to be so discussed is as follows:

- LITIGATION
- INTERLOCAL AGREEMENT/FOOTBALL FIELDS

BE IT FURTHER RESOLVED that such record of the above discussion will be made public when confidentiality is no longer required.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

**BOROUGH OF SOUTH RIVER
COUNTY OF MIDDLESEX**

BOND ORDINANCE NO. 2023-20

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT, APPROPRIATING \$2,095,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,342,500 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF SOUTH RIVER, IN THE COUNTY OF MIDDLESEX, NEW JERSEY

BE IT ORDAINED by the BOROUGH COUNCIL OF THE BOROUGH OF SOUTH RIVER, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by the Borough of South River, in the County of Middlesex, New Jersey (the "Borough"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$2,095,000, said sum being inclusive of all appropriations heretofore made therefor, including \$681,405 in grant funds expected to be received from the New Jersey Department of Transportation (NJDOT), and the sum of \$71,095 as the down payment for said purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in the Capital Improvement Fund of one or more previously adopted budgets.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$1,342,500, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of: (i) the acquisition of a street sweeper for the Department of Public Works; (ii) 9-11/radio and communication upgrades for the Police Department; (iii) the acquisition of a municipal vehicle and equipment for the Office of Emergency Management; and (iv) improvements to various roads within the Borough, including, but not limited to, Leonardine Avenue and Beryl Street, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the Borough Clerk, as finally approved by the governing body of the Borough.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$1,342,500, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$2,095,000, which is equal to the amount of the appropriation herein made therefor. The excess of the appropriation of \$2,095,000 over the estimated maximum amount of bonds or notes to be issued therefor being the amount of said \$71,095 down payment for said purposes, and \$681,405 grant funds expected to be received from the NJDOT for said road improvements.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to

deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 9.97 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$1,342,500 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$235,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Borough are used to finance, on an interim basis, costs of said improvements or purposes, the Borough reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto.

Section 6. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Borough Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and, unless paid from other sources, the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond 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 May 22, 2023, and will be considered for second reading and final passage at the regular meeting of said Governing Body to be held on the 12th day of June 2023, at 7:00 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, and/or virtually via Zoom meeting code 826 6082 9597: password: 000000 at which time all persons interested shall be given an opportunity to be heard concerning this ordinance.

Introduced 5-22-23

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>		X	X			
<i>Councilman Guindi</i>			X			
<i>Councilman Gurchensky</i>			X			
<i>Councilwoman Meira</i>			X			
<i>Councilman Oliveira</i>			X			
<i>Council President Ciulla</i>	X		X			

ALYSSA GUGLIETTI, RMC
BOROUGH CLERK

Adopted 6-12-23

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

ALYSSA GUGLIETTI, RMC
MUNICIPAL CLERK

SIGNED BY:

ATTESTED BY:

JOHN M. KRENZEL

ALYSSA GUGLIETTI, RMC

**BOROUGH OF SOUTH RIVER
COUNTY OF MIDDLESEX**

BOND ORDINANCE NO. 2023-21

BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO THE WATER TREATMENT, STORAGE AND DISTRIBUTION SYSTEM, APPROPRIATING \$950,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$900,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF SOUTH RIVER, IN THE COUNTY OF MIDDLESEX, NEW JERSEY

BE IT ORDAINED by the BOROUGH COUNCIL OF THE BOROUGH OF SOUTH RIVER, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as Water Utility improvements to be undertaken in and by the Borough of South River, in the County of Middlesex, New Jersey (the "Borough"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$950,000, said sum being inclusive of all appropriations heretofore made therefor, including the sum of \$50,000 as the down payment for said purposes. Said down payment is now available by virtue of provision for down payment or for capital improvement purposes in the Capital Improvement Fund of one or more previously adopted budgets. In accordance with N.J.S.A. 40A:2-11c of the Local Bond Law, no down payment is required as this bond ordinance authorizes obligations solely for purposes which are self-liquidating and deductible from the gross debt of the Borough as set forth in N.J.S.A. 40A:2-7h.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$900,000, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of various improvements to the Borough's water treatment, storage and distribution system, including, but not limited to, water mains, lead and galvanized pipes, valves and hydrants, together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the Borough Clerk, as finally approved by the governing body of the Borough.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$900,000, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$950,000, which is equal to the amount of the appropriation herein made therefor. The excess of the appropriation of \$950,000 over the estimated maximum amount of bonds or notes to be issued therefor being the amount of said \$50,000 down payment for said purposes.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from

their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Borough may lawfully undertake as Water Utility improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is twenty (20) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Borough as defined in the Local Bond Law is not increased by the authorization of the \$900,000 bonds and notes provided in this bond ordinance because the purposes authorized herein are self-liquidating and are deductible from the Borough's gross debt in accordance with N.J.S.A. 40A:2-44c and the obligations authorized herein will be within all debt limitations prescribed by said Law.

(d) An aggregate amount not exceeding \$350,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Borough are used to finance, on an interim basis, costs of said improvements or purposes, the Borough reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto.

(f) This bond ordinance authorizes obligations of the Borough solely for purposes described in subparagraph (h) of §40A:2-7 of the Local Bond Law, and the obligations authorized herein are to be issued for purposes which are self-liquidating within the meaning and limitation of N.J.S.A. 40A:2-45 of said Law and are deductible from the gross debt of the Borough pursuant to N.J.S.A. 40A:2-44c and N.J.S.A. 40A:2-46 of said Law.

Section 6. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Borough Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct,

unlimited obligations of the Borough, and, unless paid from other sources, the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond 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 May 22, 2023, and will be considered for second reading and final passage at the regular meeting of said Governing Body to be held on the 12th day of June 2023, at 7:00 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, and/or virtually via Zoom meeting code 826 6082 9597: password: 000000 at which time all persons interested shall be given an opportunity to be heard concerning this ordinance.

Introduced 5-22-23

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>		X	X			
<i>Councilman Guindi</i>			X			
<i>Councilman Gurchensky</i>			X			
<i>Councilwoman Meira</i>			X			
<i>Councilman Oliveira</i>			X			
<i>Council President Ciulla</i>	X		X			

ALYSSA GUGLIETTI, RMC
BOROUGH CLERK

Adopted 6-12-23

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

ALYSSA GUGLIETTI, RMC
MUNICIPAL CLERK

SIGNED BY:

ATTESTED BY:

JOHN M. KRENZEL

ALYSSA GUGLIETTI, RMC

ORDINANCE NO. 2023 –22

AN ORDINANCE OF THE BOROUGH OF SOUTH RIVER, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY,
AMENDING THE BOROUGH CODE OF THE BOROUGH OF SOUTH RIVER, SO AS TO AMEND CHAPTER
155 ENTITLED "FEES"

BE IT ORDAINED by the Mayor and Borough Council of the Borough of South River, County of Middlesex, and State of New Jersey, as follows:

SECTION 1. Chapter 155 of the Borough Code of the Borough of South River, entitled "Fees" is hereby amended so as to amend Section 155.19.1 entitled "Section 22-62, Recreation program and park fees" as follows:.

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

A. Baseball (t-ball, rookie, minor, major leagues): \$45.

Additional fees:

(1) After registration closed: \$10.

(2) For nonresidents: \$10.

B. Basketball (fundamentals, K through 2, 3rd through 5th, 6th through 8th): \$60.

Additional fees:

(1) After registration closed: \$10.

(2) For nonresidents: \$10.

C. Softball (gidgets, juniors, seniors): \$45.

Additional fees:

(1) After registration closed: \$10.

(2) For nonresidents: \$10.

D. Wrestling: \$100.

Additional fees:

(1) After registration closed: \$10.

(2) For nonresidents: \$10.

E. Street hockey and Street Hockey Fundamentals: \$45.

Additional fees:

(1) After registration closed: \$10.

(2) For nonresidents: \$10.

F. Aerobics, men's fitness, zumba and yoga: \$30.

Additional fees:

- (1) After registration closed: \$10.
- (2) For nonresidents: \$10.

G. Summer Recreation Early Dropoff Program.

- (1) One child: \$100.
- (2) Two children: \$150.
- (3) Three or more children: \$200.

H. Soccer and Soccer Fundamentals \$75.

Additional fees:

- (1) After registration closed: \$10.
- (2) For nonresidents: \$10.

I. Tennis: \$50.

Additional fees:

- (1) After registration closed: \$10.
- (2) For nonresidents: \$10.

J. Athletic field lighting fees:

1. When any sports team, league or organization seeks to reserve the use of a Borough athletic field at night(s), with the use of lighting, it shall be charged a lighting fee of \$25.00 per hour for the use of the electricity on lighted fields.
2. Fees shall be billed in one-half-hour increments per use, rounded up, based on the amount of the time reserved.
3. All fees will be collected up front, based on the amount of field time reserved, at the beginning of each season.
4. If there are any hours paid for and not used, due to rainouts or other cancellations, said fees shall be refunded in a reasonable time following the end of the sports season.
5. Borough Sponsored Recreation Leagues and Borough Schools shall be exempt from the lightening fee in Section J(1). Borough Recognized Youth Sport Organizations will be exempt from the fee in Section J(1) pursuant to the terms of the grant agreement.

K. Athletic field use fees:

1. When any sports team or league seeks to reserve the use of a Borough athletic field, it shall be charged a fee for the use as set forth below:
 - i. \$25 per two-hour increment for resident teams or Non-Profit organizations;
 - ii. \$50 per two-hour increment for non-resident or For-Profit organizations.
2. All fees will be collected up front, based on the amount of field time reserved, at the beginning of each season.
3. If there are any dates paid for and not used, due to rainouts or other cancellations, said fees shall be refunded in a reasonable time following the end of the sports season.

4. Borough Sponsored Recreation Leagues and Borough Schools shall be exempt from the use fee in Section K(1). Borough Recognized Youth Sport Organizations may be exempt from the fee in Section K(1) pursuant to the terms of the grant agreement.

L. Cheerleading Gymnastics:

- (1) One Session: \$45.
- (2) Mommy and Me Program: \$45.
- (3) Competition Team:
 - a. July -April \$ 650.
 - b. September-April\$ 320.
 - c. October-April \$ 280.
 - d. Payment for Competition Team can be spread out equally over 10 months due on the 1st of each month.
- (4) Additional fees:
 - a. After registration closed: \$10.
 - b. For nonresidents: \$10.

M. Volleyball-Adult and Youth: \$50.

Additional fees:

- (1) After registration closed: \$10.
- (2) For nonresidents: \$10.

N. Spring Flag Football: \$115.

Additional fees:

- (1) After registration closed: \$10.
- (2) For nonresidents: \$10.

O. Agility Class- Adult and Youth: \$45.

Additional fees:

- (1) After registration closed: \$10.
- (2) For nonresidents: \$10.

P. Quilting: \$100.

Additional fees:

- (1) After registration closed: \$10.
- (2) For nonresidents: \$10.

Q. Art: \$80.

Additional fees:

(1) After registration closed: \$10.

(2) For nonresidents: \$10.

R. Running and Track: \$45.

Additional fees:

(1) After registration closed: \$10.

(2) For nonresidents: \$10.

S. All head coaches will receive a free registration for that particular sport. If the sport requires equipment/uniforms, the coach will be responsible for the difference.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. This ordinance shall take effect after second reading and publication 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 June 12 20, 2023, and will be considered for second reading and final passage at the regular meeting of said Governing Body to be held on the 10th day of July 2023, at 7:00 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, and/or virtually via Zoom meeting code 826 6082 9597: password: 000000 at which time all persons interested shall be given an opportunity to be heard concerning this ordinance.

Introduced 6-12-23

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

ALYSSA GUGLIETTI, RMC
BOROUGH CLERK



CONSULTING AND MUNICIPAL ENGINEERS
3141 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859
732-727-8000

MEMO TO: Mayor and Borough Council, Borough of South River
FROM: Bruce M. Koch, P.E., P.P., C.M.E., Borough Engineer's Office 
DATE: June 6, 2023
RE: Capital Project Status Report
South River, New Jersey
Our File No.: PSR00046.01

- **NJDOT FY 2020 and 2021 Local Aid Projects and the Curb and Sidewalk Program**
 - The Borough received a \$580,000.00 grant from the NJDOT for the 2020 Roadway Improvements, and a \$475,575.00 grant from the NJDOT for the 2021 Roadway Improvements.
 - NJDOT 2020 Roadways**
 - First Street (New Street to Leonardine Avenue);
 - Claremont Avenue (James Street to David Street);
 - Obert Street (Main Street to Jackson Avenue);
 - Gordon Street (Main Street to Washington Street);
 - Clayton Court;
 - Wilcox Street Drainage Repairs (Darrow Street to Edgewood Street).
 - The contractor has addressed the final Punch-list item.
 - NJDOT 2021 Roadways**
 - Albourne Street (Cleveland Ave. to Wilbur St.);
 - Ferris Street (Cleveland Avenue to Darrow Street).
- **NJDOT FY 2022 Local Aid Program**
 - The borough received a \$457,410.00 grant for Appleby Avenue, Morningside Avenue and 5th Street. The paving work is complete.
- **NJDOT FY 2023 Local Aid Program**
 - We applied for Leonardine Ave. from the OBT to Grand Ave., Prentice Ave. from Willett Ave. to Sheldon Ave. & Beryl St. from Cleveland Ave. to Wilcox Ave. According to the NJDOT PMRS site the borough has received a \$681,405.00 grant. We issued an amended proposal regarding this project.
- **NJDOT FY 2023 Local Transportation Projects Grant**
 - We applied for Albourne Street from Ferris Street to Seppi Avenue, Franklin Street from Wilson Avenue to Pulawski Avenue and Olchaskey Avenue from Kamm Avenue to Prentice Avenue.
- **NJDOT FY 2024 Local Aid Program**
 - The NJDOT has announced that applications are being accepted for State Aid Programs. The deadline for grant applications is July 1, 2023.
- **2020 Electrical Substation Maintenance**
 - The training is being scheduled.
- **Well No. 2 Replacement**
 - We are processing the Close-out payment.
- **Water Treatment Plan Upgrades**
 - The work is substantially complete.
- **NJDEP Stormwater Assistance Grant Application**
 - We submitted the application and the Borough has been awarded a \$25,000 grant.

RESOLUTION 2023-195

RESOLUTION AUTHORIZING PROVIDENT BANK FOR PRIMARY BANKING SERVICES

BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River, in the County of Middlesex and the State of New Jersey that Provident Bank is authorized to provide the Borough's primary banking services, effective July 1, 2023 through June 30, 2025, as outlined in the submitted proposal on file with the Borough Clerk.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

RESOLUTION 2023-196
RESOLUTION AWARDING A CONTRACT TO CME ASSOCIATES FOR PROFESSIONAL SERVICES RELATED TO
2023 IMPROVEMENTS TO VARIOUS ROADWAYS AND PARKS

BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River, in the County of Middlesex and State of New Jersey that CME Associates is authorized to perform professional engineering services related to 2023 Improvements to Various Roadways and Parks, as outlined in the Borough Engineer's letter dated March 15, 2023, at a cost not to exceed \$171,465.00; and

BE IT FURTHER RESOLVED that the Chief Financial Officer of the Borough has certified the availability of funds in account C-06-23-020-204, subject to the Estoppel period of Bond Ordinance 2023-20.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **JOSEPH ZANGA**, Chief Financial Officer for the Borough of South River, do hereby certify that adequate funds are available for a contract with CME Associates for engineering services related to 2023 Improvements to Various Roadways and Parks in an amount not to exceed \$171,465.00. The funds for this contract are available in Account C-06-23-020-204, subject to the Estoppel period of Bond Ordinance 2023-20.

JOSEPH ZANGA, Chief Financial Officer
Borough of South River

RESOLUTION 2023-197
RESOLUTION AUTHORIZING CME TO FILE AN AIR QUALITY PERMIT WITH NJDEP

BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River, in the County of Middlesex and the State of New Jersey that CME Associates is authorized to file an Air Quality Permit with the NJDEP for Standby Generation for the Department of Public Works at a cost not to exceed \$1,260.00.

BE IT FURTHER RESOLVED THAT the Chief Financial Officer of the Borough has certified the availability of funds in account 3-03-55-502-205.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

RESOLUTION 2023-198**RESOLUTION AUTHORIZING APPOINTMENT OF RECREATION DEPARTMENT BY MAYOR KRENZEL**

I, John M. Krenzel, Mayor, with the advice and consent of the Council of the Borough of South River, do hereby appoint the following to positions in the Recreation Department effective as of June 13, 2023.

Summer Recreation Sports Director:

Eric Clays \$30.00/hour

Summer Recreation Counselors and Future 2022 Events:

Elijah	Abass-Shereff	\$14.13/hour
Leight	Borusovic	\$14.13/hour
Tiago	Capela	\$14.13/hour
Kaylee	Conrad	\$14.13/hour
Mya	DellaValle	\$14.13/hour
Diogo	Goncalves	\$14.13/hour
Zoey	Link	\$14.13/hour
Michael	Marchesi	\$14.13/hour
Amiya	Osborne	\$14.13/hour
Sabrina	Rega	\$14.13/hour
Jacob	Teixeira-Saraiva	\$14.13/hour
Nicholas	Sapata	\$14.13/hour
Dylan	Soares	\$14.13/hour
Madison	Vitucci	\$14.13/hour
Ryker	Stewart	\$14.13/hour

Yoga Instructor:

Angela Deerson \$40.00/class

Art Instructor:

Angela Deerson \$80.00/2 hour class

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

RESOLUTION 2023-199
RESOLUTION GRANTING RENEWAL TO
PLENARY RETAIL, CONSUMPTION AND CLUB LICENSES IN THE BOROUGH
OF SOUTH RIVER FOR THE PERIOD JULY 1, 2023 TO JUNE 30, 2024

WHEREAS, applications for renewal of Plenary Licenses have been filed with the Division of Alcoholic Beverage Control Commission through its Online Licensing System and Borough renewal fees have been paid for the period of July 1, 2023 until June 30, 2024; and

WHEREAS, all requirements have been complied with and the Borough Council has determined that no protests have been filed against the granting of the said renewal application for such plenary license.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Borough Council of the Borough of South River, in the County of Middlesex, New Jersey that approval is hereby granted to said applications, subject to the Rules and Regulations of the Alcoholic Beverage Control Commission and Code of the Borough of South River.

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the Division of Alcoholic Beverage Control Commission, the applicant for their record purposes, the Beverage Tax Bureau, and the Chief of Police of the Borough of South River.

LICENSE

NUMBER:

LICENSEE:

DBA TRADE NAME

1223-31-044-001

Byelorussian American
Community Center
284 Whitehead Avenue
South River, NJ 08882

Byelorussian American
Community Center

1223-31-047-001

Imperial Band of South River Inc.
48 Appleby Avenue
South River, NJ 08882

Imperial Music Center

1223-31-048-001

Level Club of South River Inc.
120 Old Bridge Turnpike
South River, NJ 08882

Level Club

1223-31-054-003

South River Boat Club Inc.
115 Whitehead Avenue
South River, NJ 08882

South River Boat Club

1223-31-055-003

South River Portuguese Club
100 John Street
South River, NJ 08882

South River Portuguese Club

1223-31-056-001

Lyons-Schepsco VFW Post
31 Reid Street
South River, NJ 08882

VFW Post 1451

1223-32-019-009

Pantry 1 South River, Inc.
1 Great Beds Way
South Amboy, NJ 08879

Pantry 1 Foodmart (Pocket)
17 Division Street
South River, NJ 08882

1223-32-037-009

Kaap Associates Corp.
216 Old Bridge Turnpike
South River, NJ 08882

National Wine and Liquor

1223-33-006-006

SR Association, LLC
32 Main Street
South River, NJ 08882

The Office

1223-33-007-005	RPM 33 LLC 71 Devoe Street South River, NJ 08882	Thirty Three's Tavern
1223-33-009-008	Camposino Restaurant Rodizio and Café LLC 12-16 Ferry Street South River, NJ 08882	Campozino Restaurant Rodizio and Café
1223-33-018-005	Crestwood Food & Liquor Inc. 260 Old Bridge Turnpike South River, NJ 08882	Crestwood Liquor Bar Food Store
1223-33-024-003	Budney's Inc. 14 Washington Street South River, NJ 08882	Budney's Tavern
1223-33-029-005	Goldstar Bar Inc. 33 Whitehead Avenue South River, NJ 08882	Goldstar Bar
1223-33-031-004	Acapulco Tropicana Bar LLC 183 Prospect St. South River, NJ 08882	Acapulco Tropicana Bar
1223-33-034-005	El Tenampa LLC 68 Jackson Street South River, NJ 08882	El Tenampa LLC
1223-33-039-008	Fishermen's Cove Corp. 11 Jackson Street South River, NJ 08882	Portuguese Fisherman
1223-44-001-009	Soham Inc. 81 Main Street South River, NJ 08882	Krauser's Food Store
1223-44-015-006	Daisy's Liquors Inc. 64 Jackson Street South River, NJ 08882	Daisy's
1223-44-028-003	Gandhi Trading LLC 49 Obert Street South River, NJ 08882	Otto's Liquors
1223-44-041-012	Shreeji Ki Krupa Inc. 478 Old Bridge Turnpike South River, NJ 08882	Witty's Liquors
1223-44-022-009	Spirits N More LLC Samir Desai 710 Old Bridge Turnpike South River, NJ 08882	Spirits N More

COUNCIL	MOTION	2 ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

RESOLUTION 2023-200

**RESOLUTION AUTHORIZING THE PURCHASE OF A PICKUP TRUCK FOR THE ELECTRIC DEPARTMENT FROM
NIELSON FORD UNDER STATE CONTRACT NUMBER 23-FLEET-34922**

WHEREAS, there exists a need to purchase a pickup truck for the Electric Department in the Borough of South River, County of Middlesex, State of New Jersey; and

WHEREAS, there exists a state contract with a registered vendor known as Nielson Ford under contract number 23-Fleet-34922 through which contract municipalities are authorized by law to acquire same without meeting the requirements of the public bidding laws of the State of New Jersey; and

WHEREAS, it is the governing body's desire to purchase a pickup truck from the said state authorized vendor for \$61,506.00 each; and

WHEREAS, the Chief Financial Officer of the Borough has certified the availability of funds for the purchase of a pickup truck in account 3-03-55-512-213 and 3-03-55-502-202.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the appropriate officials be and they are hereby authorized to execute the appropriate documents in order to acquire the aforesaid pickup truck from the referenced vendor.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

RESOLUTION 2023-201

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MEGHAN ANN BENNETT OF
DILWORTH PAXSON LLP, AS BOND COUNSEL FOR THE BOROUGH OF SOUTH RIVER**

WHEREAS on January 9, 2023 Meghan Ann Bennett of GluckWalrath LLP was appointed as Bond Counsel;
and

WHEREAS on June 1 2023, Meghan Ann Bennett, Esq. of GluckWalrath LLP will become affiliated with the
firm of Dilworth Paxson LLP; and

WHEREAS the governing body desires to amend the appointment of Bond Counsel and to enter into an
agreement to reflect the affiliation of Meghan Ann Bennett with Dilworth Paxson LLP.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of South River,
County of Middlesex, State of New Jersey, as follows:

1. Effective immediately, Meghan Ann Bennett of the law firm Dilworth Paxson LLP is hereby retained
for the provision of bond counsel services for the balance of the one-year term ending December
31, 2023, pursuant to an agreement that shall include the same terms, fees and conditions of the
agreement previously authorized on January 9th, 2023 for the calendar year 2023.
2. The Mayor is hereby authorized to execute and the Borough Clerk to attest to, respectively, the
execution of said agreement with Meghan Ann Bennett of the law firm of Dilworth Paxson LLP.
3. This resolution shall take effect immediately.
4. That a certified copy of this resolution shall be forwarded by the Borough Clerk to the Chief
Financial Officer and to Meghan Ann Bennett, Esquire.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing
resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

RESOLUTION 2023-202
RESOLUTION AUTHORIZING CERTAIN UTILITY REFUNDS

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>
65-999-006-387 ELEC CURRENT	MARIA SHOROK & EMAD BASHA 21 PULAWSKI AVE SOUTH RIVER, NJ 08882	\$1559.95
65-999-003-615 CD	SALVADOR JIMCACZ GOMEZ & VIRGINIA HERNANDEZ APARICIO 112 WHITEHEAD AVE APT 1 SOUTH RIVER, NJ 08882	\$77.31
65-999-008-174 CD	EDWARD JONES & SAMONA TRAUTBETTER 4 SWIDER DR APT B23 PARLIN, NJ 08859	\$149.26
66-999-921-855 WATER CURRENT	RAKES PASSI	\$197.59
66-999-921-855 WATER PREVIOUS	149 MAIN ST SOUTH RIVER, NJ 08882	\$48.69
65-999-886-634 CD	JANICE MOSCATO 4B FOOTHILLS DR SOUTH RIVER, NJ 08882	\$193.95
65-999-002-328 CD	MANUEL J CRUZ & LUCINDA SILVA	\$165.30
66-999-000-869 WATER CURRENT	3 SNAPPER AVE SOUTH RIVER, NJ 08882	\$19.02
65-999-005-932 CD	ROZA TEN 20 WOJIE WAY APT 214 SOUTH RIVER, NJ 08882	\$89.47

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

REQUEST FOR COUNCIL ACTION

DATE: 6-5-23

RESOLUTION: ✓

ORDINANCE:

OTHER REASON FOR REQUEST (ATTACH BACK-UP):

UTILITY REFUNDS

FUNDS APPROPRIATED:

YES

NO



DEPARTMENT HEAD



APPROVED/DISAPPROVED ADMINISTRATOR

RESOLUTION 2023-203
RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH FORERUNNER INDUSTRIES,
INC.

WHEREAS, there exists a need for computer software to assist in managing the Borough's obligations concerning property elevation certificates in the Borough's Construction Department; and

WHEREAS, the Borough solicited a proposal for abovementioned computer software needs; and

WHEREAS, Forerunner Industries, Inc. has submitted an advantageous proposal in accordance with the Borough's request, attached hereto as Schedule A; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(dd), authorizes the award of a contract for support or maintenance of proprietary computer hardware and software; and

WHEREAS, the governing body desires to award a contract for software designed to maintain certain records in the Borough's Construction Department to Forerunner Industries, Inc.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of South River as follows:

1. That the governing body does hereby award a contract for proprietary software designed to maintain Construction Department records to Forerunner Industries, Inc., in an amount not to exceed \$9,000.00 in accordance with the advantageous proposal attached hereto as Schedule A.
2. That the Mayor is hereby authorized to execute and the Borough Clerk to attest to, respectively, a contract with Forerunner Industries, Inc in a form acceptable to the Borough Attorney.
3. That a Certificate of Availability of Funds is attached hereto and incorporated herein. The following are the line-item appropriations or ordinances which constitute the availability of funds for this contract: 3-01-32-465-208.
4. A certified copy of this Resolution shall be provided to the Chief Finance Officer, Construction Official and Forerunner Industries, Inc.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

FORERUNNER

Master Services Agreement & Statement of Work

Borough of South River, NJ
6/30/2023

Table of Contents

Master Services Agreement

1. Definitions.
2. Forerunner Software Services.
3. Customer Responsibilities; Restrictions; and Suspension.
4. Fees; Payment Terms; Taxes; Customer Acknowledgement.
5. Term; Automatic Renewal; Termination.
6. Intellectual Property and Ownership
7. Publicity and Marketing.
8. Confidential Information.
9. Representations and Warranties.
10. Disclaimer of Warranties.
11. Indemnification.
12. Limitation of Liability.
13. Dispute Resolution.
14. Notices.
15. Miscellaneous.

Statement of Work

1. Services.
2. Customization.
3. Support.
4. Onboarding.
5. Software.

Master Services Agreement

This Master Services Agreement ("**Agreement**"), effective as of 6/30/2023 ("**MSA Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and the Borough of South River, a State of New Jersey borough ("**Customer**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Defined terms have the meanings set forth in this Paragraph 1. Definitions and elsewhere in this Agreement and any Statement of Work attached to this Agreement and incorporated herein when capitalized. These terms may be read in singular, plural, or an alternative tense as the context requires.
 - a. **Affiliate** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
 - b. **Applicable Law** means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
 - c. **Authorized User** means an Affiliate, employee or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Services.
 - d. **Confidential Data Sets** means any sets of data or content originally created or developed by Forerunner or the Software, which may include, but is not limited to, sets of data in which Extracted Data is an input, combined or aggregated with, or augmented by other data or content that is not Extracted Data.
 - e. **Confidential Information** means, without limitation, business, technical, and/or financial information relating to the Disclosing Party, regardless of the form and whether or not marked or otherwise identified as "Confidential." With respect to Forerunner, Confidential Information also means the Services, Confidential Data Sets, and any and all source code relating thereto, as well as documentation and non-public information or material regarding Forerunner's legal or business affairs, financing, customers, properties or data. With respect to the Customer, Confidential Information means any non-public information or material regarding Customer's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which:
 - (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party");
 - (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party");
 - (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and its documents; or
 - (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
 - f. **Customer Data** shall mean the Customer Materials and Extracted Data, collectively.
 - g. **Customer Materials** means all materials and other content provided by Customer to Forerunner to enable the provision of the Services.
 - h. **Extracted Data** means all information, data, and other content that is extracted or collected by Forerunner solely from the Customer Materials or otherwise from the Customer through the Services and is not combined or aggregated with or augmented by data or content that is not Extracted Data.
 - i. **Forerunner Intellectual Property** means:
 1. The Software used by Forerunner to provide the Services, including all Updates, revisions, derivatives, improvements and modifications thereto.

2. The hardware, software, databases, networks, cloud or other hosted solutions, or other information technology infrastructure used by or on behalf of Forerunner in performing the Services (the "**Forerunner Information Technology Infrastructure**").
 3. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner creates, derives from, provides or uses in connection with the Services, and, any other information or materials that otherwise comprise or relate to the Services, including but not limited to any Confidential Data Sets.
 4. Any models, analyses, analytics, algorithms, and machine learning applications created or developed by Forerunner that incorporate, in whole or in part, the Confidential Data Sets and/or Extracted Data.
 5. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner provides in connection with the Services designates as confidential, proprietary or trade secret information and/or as exempt from public disclosure.
- j. **Forerunner Representatives** mean Forerunner's employees, officers, directors, agents, independent contractors, service providers, subcontractors.
 - k. **Integration Agreement** means the agreement, if applicable, governing any integrations with Third Party Applications.
 - l. **Intellectual Property Rights** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
 - m. **Services** means the services provided or required to be provided according to this Agreement, as well as any Statements of Work attached to this Agreement and incorporated by reference.
 - n. **Software** means Forerunner's computer software and all Updates made available by Forerunner to Customer under this Agreement, including Confidential Data Sets.
 - o. **Statement of Work (SOW)** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
 - p. **Term** means the Initial Term and any Renewal Terms.
 - q. **Third Party Provider** means third parties, including other Vendors, state agencies and local agencies that control products and/or databases with which Forerunner Services are to be interfaced and whose engagement has been pre-approved by Forerunner. Before engaging with a Third Party Provider, Customer agrees to obtain prior approval by Forerunner.
 - r. **Updates** means any and all new releases, new versions, patches and other updates for the Services that Forerunner makes generally available without additional charge to other customers of its Services.
 - s. **Vendors** means third parties with whom Forerunner contracts to provide components of the Services and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).
2. **Forerunner Software Services.**
 - a. Subject to this Agreement, Forerunner will use commercially reasonable efforts to provide the Forerunner Services described in the Statement of Work attached to this Agreement and incorporated herein by reference, and in any additional SOWs that may be entered into by the parties from time to time and which incorporate this Agreement by reference (collectively, the "Services").
 - b. Forerunner may make changes or updates to the Services that it deems necessary or useful to: (a) maintain or enhance the quality, delivery, cost efficiency or performance of the Services; and/or (b) comply with any Applicable Law, statute, regulation or other governmental rule or requirement ("Law").
 - c. Forerunner may also make other changes and updates as it deems necessary, provided that such changes do not materially derogate the overall quality of the Services. Forerunner does not guarantee

that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for any software or equipment that Forerunner determines is incompatible with the operation of the Services.

- d. Other than with respect to reasonable costs incurred to provide updated versions of Forerunner Services, all Updates or updated versions provided by Forerunner during the Term of this Agreement are deemed part of the Services and are subject to all applicable terms and conditions in this Agreement. Customer agrees to pay for reasonable costs, if any, incurred to achieve compliance with laws, statutes, regulations, and/or other governmental rules.
- e. The parties acknowledge and agree that Forerunner may engage Vendors to perform Services. Vendors will be subject to provisions detailed in this Master Services Agreement and any Statement of Work attached and incorporated by reference.

3. Customer Responsibilities; Restrictions; and Suspension.

- a. **Responsibilities.** Customer will be responsible for and is required to obtain and maintain an information technology infrastructure necessary to connect to, access, or otherwise use the Services, including, without limitation, hardware, software, operating systems, networks, databases, and web servers and/or any other information technology infrastructures necessary to connect to, access, or otherwise use the Services. However, notwithstanding any provision herein, nothing in this Agreement and any Statement of Work attached shall require Customer to fail to comply with all applicable records retention requirements and public records laws.
- b. **In addition, Customer shall:**
 - i. Have sole responsibility for the accuracy; legality; and rights to use, obtain, and share with Forerunner all Customer Materials and any data or information contained therein.
 - ii. Ensure that its Authorized Users shall securely manage their respective password(s) for access to the Service and any user IDs, passwords, and other access credentials for the Services are kept strictly confidential and not shared with any unauthorized person.
 - iii. Promptly notify Forerunner of any breach of security or unauthorized use of its account.
 - iv. Comply with all applicable local, state, federal and foreign laws in using the Services.
- c. **Restrictions.**
 - i. As a condition to receiving the Services, and in addition to any other obligations set forth in a properly executed SOW, Customer may only use the Services in furtherance of its internal government operations, and not for the use by, or benefit of, any third party.
 - ii. Customer shall use the Services solely for itself and its Affiliates' government purposes as contemplated by this Agreement for itself and its Affiliates.
 - iii. Customer shall not license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Services or Forerunner Intellectual Property available to any third party.
 - iv. Customer shall not modify, translate or create derivative works based on the Services or Forerunner Intellectual Property.
 - v. Customer shall not alter or remove any proprietary rights, notices or marks in the Services or Forerunner Intellectual Property, or use the Services or Forerunner Intellectual Property in any way or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of Forerunner and/or any third party.
 - vi. Customer shall not send via the Services, or store within the Services, any unlawful, offensive or tortious material, including, without limitation, hate speech or discriminatory content.
 - vii. Customer shall not imitate or impersonate another person, or his, her or its email or other address or contact information.
 - viii. Customer shall not create false accounts for the purposes of sending unsolicited messages (spam).
 - ix. Customer shall not send messages to individuals who have asked not to receive future messages from Customer (opted out).
 - x. Customer shall not send, upload to, or store within the Services any viruses, worms, time bombs, Trojan horses and/or any other harmful or malicious codes, files, scripts, agents or programs.

- xi. Customer shall not interfere with, or disrupt, the integrity or performance of the Services or the data contained therein.
 - xii. Customer shall not attempt to gain unauthorized access to the Services or its related systems or networks.
 - xiii. Customer shall not use the Services in any fraudulent, harmful or misleading way or in any other way that violates any Applicable Law.
 - d. **Suspension.** Any use of the Services by Customer or its Authorized Users that, in Forerunner's reasonable judgment, imminently threatens the security, stability, integrity or availability of the Services, or otherwise harms other customers or third parties, may result in immediate suspension of the Services. Forerunner, however, will use commercially reasonable efforts under the circumstances to notify Customer in advance of such suspension and provide Customer with an opportunity to correct its usage prior to any such suspension. Forerunner will have no liability for any such suspension made in good faith. Additionally, unless this Agreement has been terminated, Forerunner will cooperate with Customer to restore access to the Services once it verifies that Customer has resolved the condition requiring suspension.
4. **Fees; Payment Terms; Taxes; Customer Acknowledgement.** Customer will pay Forerunner the fees described in any SOW attached to this Agreement for the applicable Services in accordance with the terms therein (the "Fees").
- a. **Fees.** Except as otherwise may be specified herein or in any SOW attached to this Agreement:
 - i. Fees are based on the Services purchased.
 - ii. Payment obligations are non-cancelable.
 - iii. Fees paid for services rendered are non-refundable.
 - b. **Payment Terms.**
 - i. All amounts due for this Agreement and any SOW's attached to this Agreement shall be paid within forty-five (45) days after invoice is received by Customer.
 - ii. Forerunner reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one half percent (1.5%) per month on any amount that is unpaid on such amount's due date, and on any other outstanding balance.
 - iii. Customer will pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind, for amounts owed or payable by Forerunner whether under this Agreement, Applicable Law or otherwise and whether relating to Forerunner's breach, bankruptcy or otherwise.
 - c. **Taxes.** Customer will be responsible for all taxes associated with Services.
 - d. **Customer Acknowledgement.** Customer acknowledges and agrees that although the Services may include legal-related information, no recommendations are being made by Forerunner regarding Customer's legal or other decisions related to any agreements, forms or related advice. Customer acknowledges that no Services provided by Forerunner constitutes investment, accounting, tax, or legal advice. Planning decisions made by Customer using Forerunner deliverables are done at the sole discretion and risk of the Customer and Forerunner is not responsible for the outcomes of any decisions.
5. **Term; Automatic Renewal; Termination.**
- a. **Term.** This Agreement is effective as of the MSA Effective Date and will continue thereafter for the Term specified in any SOW attached to this Agreement (the "Initial Term"), unless earlier terminated.
 - b. **Renewal.** This Agreement may be renewed for six (6) additional one-year renewal terms, subject to written agreement of both parties.
 - c. **Termination.**
 - i. Forerunner may terminate this Agreement in the event of a breach by Customer of any term or condition of this Agreement upon ten (10) days prior written notice (written notice includes an e-mail to the e-mail address provided by the Customer).
 - ii. In addition, Forerunner may terminate this Agreement immediately if the Customer becomes insolvent, files for bankruptcy or is adjudged to bankruptcy proceedings.

- iii. Forerunner may also terminate this Agreement under other reasonable circumstances with thirty (30) days prior written notice, provided that Forerunner shall refund any pre-paid fees for the Term (pro-rated based on the number of days that have elapsed from the MSA Effective Date through the effective date of termination).
- iv. Customer may terminate this Agreement for convenience or cause with thirty (30) days prior written notice.
- v. **Effect of Expiration of Term; Termination; Survival.** Upon expiration of Term or earlier termination:
 - 1. The Services will terminate and each party will cease use of the other party's Confidential Information.
 - 2. Customer will pay Forerunner any remaining balance of the fees in full for the Services up to and including the last day on which the Services are provided.
 - 3. Forerunner may, but is not obligated to, delete stored Customer Materials. If Forerunner elects to delete stored Customer Materials, it will provide the Customer with 60 days prior notice of its intention to delete. During the 60 day notice period, Forerunner will cooperate with the Customer to provide for the transfer of Customer Materials to the possession of the Customer. Forerunner must make reasonable efforts to facilitate any requested transfer of information.
 - 4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, perpetual licenses granted by Customer, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. Intellectual Property and Ownership.

a. Forerunner Intellectual Property.

- i. All right, title and interest in, and to, the Services and the Forerunner Intellectual Property are and will remain with Forerunner and its licensors, if any, subject only to the Limited License granted to Customer in the next paragraph "**Limited License.**"
- ii. **Limited License.** Forerunner grants Customer a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Services and Forerunner Intellectual Property during the Term solely in furtherance of Customer's internal government operations and not for the use by, or benefit of, any third party.

b. Customer Data.

- i. Other than as provided in this Agreement, Forerunner acknowledges and agrees that Customer will own all rights to, title in, and interest in Customer Data, and Forerunner will provide copies of Customer Data to Customer upon Customer's request. Customer grants Forerunner a perpetual, irrevocable, worldwide, royalty-free right and license to use Customer Data for business or commercial purposes including, but without limit to, performing the Services and exercising its rights hereunder, improving and enhancing the Services or other Forerunner services or offerings, and preparing reports and other interpretation of trends for analysis, analytics, marketing purposes; developing algorithms, creating or developing Confidential Data Sets, data applications or analytical programs; and for machine learning applications, whether or not in connection with the Services.

7. Publicity and Marketing. The parties agree that:

- a. Forerunner may include Customer's name and logo in its customer lists and on its website.
- b. Forerunner may issue communications, such as press releases, case studies, and testimonials that reference the relationship between Customer and Forerunner and the manner in which Customer is using the Forerunner solution.
- c. Customer will use reasonable efforts to act as a reference for Forerunner.
- d. Upon request by Customer, Forerunner shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of any such published materials.

8. Confidential Information.

- a. Each party as the "**Recipient**" understands that the other party as the "**Disclosing Party**" has disclosed or may disclose nonpublic, confidential or proprietary information relating to the Disclosing Party's business. In addition to all descriptions of Confidential Information in this Agreement, Confidential Information does not include information that:
 - i. Was rightfully known to the Recipient prior to such information being disclosed or made available to it in connection with this Agreement.
 - ii. Was or becomes generally known by the public other than by the Recipient's or Representative's noncompliance with this Agreement.
 - iii. Was or is received by the Recipient on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.
- b. As a condition to being provided with access to Confidential Information, Recipient agrees that it will:
 - i. Not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.
 - ii. Not disclose or permit access to Confidential Information other than to its Authorized Users, who need to know such Confidential Information for purposes of the Recipient's exercise of its rights or performance of its obligations under this Agreement and are bound by confidentiality obligations no less restrictive than those set forth herein, or to a third party if the Recipient is compelled by Applicable Law, lawful court order or judicial subpoena (but in no event will the Recipient voluntarily provide any Confidential Information to any third party, whether governmental or otherwise),
 - iii. Safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

9. Representations and Warranties.

a. Customer.

- i. Customer represents and warrants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Forerunner and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any Applicable Law.
- ii. Customer further represents and warrants that it will ensure that all Authorized Users will:
 1. Safeguard the Services and only use the Services in accordance with the terms and conditions set forth herein and not in any manner prohibited by this Agreement.
 2. Not use the Services or any Forerunner Intellectual Property in a manner or for any purpose that infringes, misappropriates or otherwise violates any law or Intellectual Property Right of Forerunner or other third party.
 3. Use the Services in compliance with all Applicable Laws.

b. Forerunner. Forerunner represents and warrants to Customer that it will:

- i. Perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
- ii. Devote reasonably adequate resources to maintain the Services in a manner that minimizes errors and interruptions.
- iii. Employ commercially reasonable security measures in accordance with applicable industry practice in connection with its collection, storage and processing of Customer Materials.
- iv. Notwithstanding the foregoing, Forerunner will not incur any obligation or liability if the Services are unavailable:
 1. For scheduled maintenance.
 2. As a result of any satellite, broadband or network connectivity issues, interruptions or failures.
 3. As a result of any other circumstances beyond Forerunner's reasonable control, including, without limitation:

- a. Customer's negligence or failure to use the Services properly or in accordance with the terms and conditions of this Agreement;
- b. Customer's use of the Services in a modified form, or Customer's use of the Services in connection or combination with any third party software or hardware;
- c. When Forerunner suspends the Services where it determines in its sole discretion that any data collection, processing, or transferring would be restricted or prohibited by Applicable Law
- d. When Forerunner suspends or terminates Customer's access to the Services due to its good faith belief that Customer is involved in any type of fraudulent, misleading or unlawful activity relating to or in connection with any of the Services, or has otherwise failed to comply with the terms and conditions of this Agreement; and/or
- e. Where Forerunner receives a judicial or other governmental order, subpoena or similar request that expressly or by reasonable implication requires Forerunner to suspend or terminate the Services.

10. Disclaimer of Warranties.

- a. Forerunner does not warrant that the Services will be uninterrupted or error free or be compatible with any other goods, services, or technologies.
- b. Forerunner does not make any warranty as to the data, reports, or results that may be obtained from use of the services, including the completeness or accuracy of such data, reports or results, including geocoding or data extraction, except as expressly set forth in this section.
- c. The Services are provided "AS IS" and Forerunner disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

- 11. Indemnification.** The Customer and Forerunner each agree to indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, successors and assigns (collectively, the "**Indemnified Party**") against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees to the extent caused by or arising out of the gross negligent acts or omissions or willful misconduct in connection with the use of services by the indemnifying party or the employees, agents, contractors, licensees, and/or sublicensees of the indemnifying party, or a breach of any obligation of the indemnifying party under this Agreement. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

12. .

13. Limitation of Liability.

- a. **Limitation of Liability.** In no event will Forerunner be liable to Customer or to any third party under, or in, connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and/or otherwise, for:
 - i. Any loss of revenue or profit.
 - ii. Cost of replacement goods or services.
 - iii. Loss of goodwill or reputation.
 - iv. Loss, damage, or corruption of any Customer Materials or reports provided as part of the Services.
 - v. Losses caused by, or resulting from, any action, conclusion, decision or omission based on any data or reports provided as part of the Services.
 - vi. Damage or losses caused by any third party materials used in connection with the services.
 - vii. For any consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such party was advised of the possibility of such losses or damages were otherwise foreseeable.

- b. **Limitation of Aggregate Liability.** In no event will the aggregate liability of Forerunner in connection with this Agreement under any legal or equitable theory exceed the fees paid or payable by Customer to Forerunner in the twelve months preceding the action.
14. **Governing Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of New Jersey.
15. **Notices.** All notices under this Agreement will be provided in writing to the addresses set forth on the signature page and will be deemed to have been duly given when received as follows:
- a. Personally delivered.
 - b. When receipt is confirmed by recipient and/or by email delivery notification if transmitted by facsimile or e-mail.
 - c. The day after it is sent, if sent for next day delivery by recognized overnight delivery service.
 - d. Upon receipt, if sent by certified or registered mail, return receipt requested.
16. **Miscellaneous.**
- a. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other third party any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of this Agreement.
 - b. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
 - c. In the event a conflict between this Agreement and a SOW arises, this Agreement will control, unless otherwise expressly provided in the SOW.
 - d. The parties agree that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
 - e. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
 - f. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
 - g. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
 - h. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
 - i. Except as otherwise provided in this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, that Forerunner may assign any of its rights or delegate any of its duties under this Agreement without any prior written consent of Customer if such assignment or delegation is to a successor by consolidation, merger or operation of law or to a purchaser of all or substantially all of its assets.
 - j. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Forerunner in any respect whatsoever.
 - k. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

- l. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- m. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

Forerunner MSA Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the MSA Effective Date.

Forerunner Industries, Inc.

Borough of South River, NJ

Signed:



Signed:

Name: Susanna Pho

Name:

Title: Chief Operating Officer

Title:

Date: 06-01-2023

Date:

Address: 548 Market Street #93531,
San Francisco, CA 94104

Address:

Statement of Work No. 1

This Statement of Work No. [1] ("**SOW**"), effective as of 6/30/2023 (the "**SOW Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and the Borough of South River, a State of New Jersey borough ("**Customer**"). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**MSA**"), entered into by Forerunner and Customer on 6/30/2023. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Customer Information

Customer Name: **Borough of South River, NJ**
Customer Address: 48 Washington Street, South River, NJ 08882
Customer Contact Name: Arthur Londensky
Contact Email: alondensky@southrivernj.org
Contact Phone: 732-257-1999 ext. 519

Initial Term

One (1) Year

Fees

Item	Type	Cost
Forerunner Annual License	Yearly	\$9,000
Repetitive Loss Data Module <i>Fee waived for initial term (year 1)</i>	Yearly	<i>\$1,500-waived year 1</i>
One-time Set-up <i>Waived if signed by 6/30/2023 date</i>	One-Time	\$7,500

Payment Terms

This Agreement may be renewed for six (6) additional one-year renewal terms, subject to written agreement of both parties. As described in the Agreement, all amounts due shall be payable within 30 days after invoice is received by Customer.

Description of Forerunner Software and Services

1. **Software and Services.** Forerunner will provide the following software and services to the Customer:
 - a. **Data Extraction.** Forerunner will extract select fields ("Extracted Data") from Customer's archived and incoming Elevation Certificates, subject to the terms and conditions of the Master Services Agreement. List of extracted fields provided to Customer by request
 - i. **Data augmentation.** When available, data extraction will include:
 - b. Automated address geocoding, subject to the terms and conditions of the Master Services Agreement.
 - c. Automated parcel assignment, subject to the terms and conditions of the Master Services Agreement.
 - d. FIRM data assignment.
 - e. Datum conversion.
 - b. **Software.** As part of its ongoing Software offering, Forerunner will provide the following:
 - i. Accounts for up to ten (10) users. Additional seats available for added fee.
 - ii. Forerunner internal dashboard
 - a. Elevation Certificate management.
 - i. Internal Elevation Certificate upload.
 - ii. Elevation Certificate table with filtering.
 - iii. Elevation Certificate download.
 - b. Internal document management.
 - i. Internal per-property document upload and storage.
 - c. Activity tracking.
 - i. Activity tracking for internal actions taken in dashboard.
 - ii. Per-property comment tracking.
 - d. Substantial Improvement and Damage tracking
 - e. Mapping.
 - i. FIRM map overlay(s) where available.
 - ii. Address search.
 - iii. Per-property building attribute data, where available.
 - f. Automated Elevation Certificate error detection for:
 - i. Residential structures only.
 - ii. Documents with form dates more recent than 2015.
 - iii. Documents with issue dates more recent than Effective FIRM date for location.
 - g. Per-property communication log.
 - i. Log export.
 - h. Dashboard permissions.
 - i. Segmented access to dashboard functionality by role type.
 - ii. Ability to add new users and set roles.
 - iii. Public Website.
 - a. Elevation Certificate public search including:
 - i. Elevation Certificate table filtering by address, parcel ID, Block, Lot, and more.
 - ii. PDF document view.
 - b. Public property profiles displaying flood risk information.

- i. Share public profile functionality and communication log tracking on internal dashboard.
 - c. Property search by address.
 - iv. Repetitive Loss Data Module
 - a. Yearly import of Customer's repetitive loss data, as provided by Customer.
 - b. Advanced user role/permissions and access logging.
 - c. Forerunner has implemented commercially reasonable measures designed to protect Repetitive Loss Data. Upon import, Repetitive Loss Data is scrambled in staging and local development environments. Forerunner also provides features that allow Customer to limit access to Repetitive Loss Data to authorized personnel.
2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training. Additionally, Forerunner will import and extract Customer's existing Elevation Certificate archive, as made available by Customer, during initial onboarding period. Customer will be responsible for uploading Elevation Certificates to Forerunner after initial onboarding period.
 3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.
 4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
 5. **Customization and Consulting.**
 - a. Customer will notify Forerunner of changes in FIRM data that warrant updates from FEMA's Map Service Center.
 - b. Data incorporated into dashboard is obtained from Vendors at Forerunner's discretion. Incorporating additional data sources into the Services may be possible for an additional fee, to be negotiated as needed.
 - c. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate SOW.
 - d. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
 6. **Termination.** Extracted Data will be made available to Customer for 90 days following the termination of this Statement of Work.

[Signature Page Follows]

Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

Forerunner Industries, Inc.

Borough of South River, NJ

Signed: 

Signed:

Name: Susanna Pho

Name:

Title: Chief Operating Officer

Title:

Date: 06-01-2023

Date:

Address: 548 Market Street #93531,
San Francisco, CA 94104

Address:

RESOLUTION 2023-204
RESOLUTION AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL SOFTWARE PRODUCT
AGREEMENT WITH MITCHELL HUMPHREY & CO.

WHEREAS, there exists a need for supplemental software to assist in electronic processing of the Borough's Construction Permits in the Borough's Construction Department; and

WHEREAS, the Borough solicited a proposal for abovementioned computer software needs; and

WHEREAS, Mitchell Humphrey & Co, a current software vendor, has submitted an advantageous proposal in accordance with the Borough's request, attached hereto as Schedule A; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(dd), authorizes the award of a contract for support or maintenance of proprietary computer hardware and software; and

WHEREAS, the governing body desires to award a contract for software to assist in electronic processing of the Borough's Construction Permits in the Borough's Construction Department to Mitchell Humphrey & Co.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of South River as follows:

1. That the governing body does hereby award a contract for proprietary software to assist in electronic processing of the Borough's Construction Permits to Mitchell Humphrey & Co., in an amount not to exceed \$4,500.00 in accordance with the advantageous proposal attached hereto as Schedule A.
2. That the Mayor is hereby authorized to execute and the Borough Clerk to attest to, respectively, a contract with Mitchell Humphrey & Co in a form acceptable to the Borough Attorney.
3. That a Certificate of Availability of Funds is attached hereto and incorporated herein. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract: 3-01-32-465-208.
4. A certified copy of this Resolution shall be provided to the Chief Finance Officer, Construction Official and Mitchell Humphrey & Co.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River



**MITCHELL
HUMPHREY**
s o f t w a r e

1285 Fern Ridge Parkway
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440
www.mitchellhumphrey.com

MITCHELL HUMPHREY & CO. SUPPLEMENTAL SOFTWARE PRODUCT AGREEMENT

This Supplemental Software Product Agreement ("Agreement") is made as of the 8th day of May 2023, by and between Mitchell Humphrey & Co., a Missouri Corporation, ("MH&Co."), and Borough of South River, New Jersey, ("Client"), who hereby mutually agree as follows:

1. MH&Co. hereby grants to Client a personal, non-exclusive and non-transferable License to use the Licensed Software specified in Exhibit A, annexed hereto and made a part hereof, in object code form and source code form, if source code is included as part of this Agreement; or to provide access to the Licensed Software hosted by a third-party supplier as specified in Exhibit A.
2. Client agrees to pay MH&Co. the License Fee, Annual Maintenance Fee, Annual Service Fee, and/or the Implementation Fee as defined in Exhibit A, for the License and/or Service granted hereunder; plus Reasonable Expenses as incurred by MH&Co. in connection with this Agreement.
3. The License Fee shall be due and payable according to the following terms: One hundred (100) percent of the License Fee within forty-five (45) execution of this Agreement;.
4. The Implementation Fee shall be due and payable as services are rendered, on a time and materials basis, according to the following terms: One hundred (100) percent of the Consulting Fee plus Reasonable Expenses within forty-five (45) days following performance of the consulting service.
5. Intentionally left blank.
6. The Annual Maintenance and Service Fee shall be due and payable according to the following terms: One hundred (100) percent of the Service Fee is due within forty-five (45) days following performance. .
7. MH&Co. warrants for a period of ninety (90) days after Delivery, the Software will perform materially in accordance with the User Manual(s) and online help provided with the Software, except those portions of the User Manual describing functions Client has not purchased.
8. For the first year of Maintenance Support, commencing upon expiration of the Software Warranty period, Client agrees to pay MH&Co. the Annual Maintenance and Service Fee as defined in Exhibit A.

Borough of South River, New Jersey
Supplemental Software Product Agreement
May 8, 2023

9. This Agreement is governed by the provisions of the Software Products License and Maintenance Support Agreement entered into by and between MH&Co. and Client as of September 7, 2010 ("Original Agreement") and defined terms as used herein shall have the same meaning as those defined in the Original Agreement; unless otherwise modified herein.
10. The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A MH&Co. Licensed Software

IN WITNESS WHEREOF, the parties hereto by due corporate and other lawful proceedings, and individually, where applicable, have hereto caused this Agreement to be executed on the dates hereinafter indicated. Having authority to enter into this binding Agreement on behalf of:

Borough of South River, New Jersey

Mitchell Humphrey & Co.

By: _____

By: _____

Typed Name: Art Londensky

Typed Name: Kim A. Schaefer, CPA

Title: Borough Administrator

Title: President and Chief Executive Officer

Date: _____

Date: _____

Borough of South River, New Jersey
Supplemental Software Product Agreement
May 8, 2023

EXHIBIT A
MH&Co. Licensed Software

See Investment Summary

Mitchell Humphrey & Co.
Government Software Solutions Investment Summary
Borough of South River, New Jersey
May 8, 2023

Government Software Solutions Investment Summary Notes

The following price quote for **CPM Portal** is based on information provided by the Borough of South River. It includes the Cloud Services fees, Installation, and training.

MH&Co. provides a combination of virtual and in-person learning opportunities. Your Project manager will work with you to determine the format that works best for your organization.

Generally, our consulting bench is booked 90 – 120 days in advance. The Borough will be added to the schedule after the signed agreement has been received.

Installation support services are available at the prevailing standard daily rate at the time these services are provided.

The extent to which installation support services are required varies from organization to organization and is dependent on such factors as: Client staff resources, time deadlines, extent of customization, etc.

Additional services, such as turnkey implementation, custom policy and procedures manual preparation, applications/operations audit, etc., are also available at our prevailing standard daily rate.

Training is performed on Government Software Solutions only. Attendees should have knowledge of Microsoft Windows prior to training.

Training classes are limited to six attendees. If you require more than six attendees, we will accommodate your needs by either scheduling multiple training sessions or scheduling an additional instructor, depending upon the circumstances that are best for your organization.

Additional training available at a cost of \$1,200.00 per day.

Quote valid 60 days from date shown above.

This Investment Summary has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by Mitchell Humphrey & Co. ("Trade Secret"). A Trade Secret includes, but is not limited to, any formula, pattern, device, or compilation of information that is used in one's business, which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm Mitchell Humphrey & Co. if any of our Trade Secrets were known to our competitors, it is Mitchell Humphrey & Co.'s policy that the Investment Summary not be disclosed to any party outside of the party addressed as the recipient of this proposal. As such, the Investment Summary shall be used or disclosed only for evaluation purposes, and for no other purpose whatsoever. Further, in the event a contract is awarded to Mitchell Humphrey & Co. as a result of, or in connection with, the submission of this Proposal, the Borough shall have the restricted right to disclose the entire contract dollar amount; however, this disclosure may not include itemized data herein to the extent provided in the resulting contract.

Warranty:

Warranty Start Date: Delivery of System Materials

Warranty End Date: Ninety (90) Days after Delivery of System Materials

Maintenance Service:

Maintenance Start Date: Upon Delivery of System Materials

Mitchell Humphrey & Co.
Government Software Solutions Investment Summary
Borough of South River, New Jersey
May 8, 2023

Government Software Solutions Investment Summary

Annual Cloud Services Fee:	\$	3,000.00
CPM Portal		
Schedule of Services:	\$	1,500.00
Installation, Training, and Integration		

RESOLUTION 2023-205

**RESOLUTION AUTHORIZING THE PURCHASE OF A ROLL OFF TRUCK FOR THE BOROUGH OF SOUTH RIVER DEPARTMENT
OF PUBLIC WORKS IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY**

WHEREAS, there exists a need to purchase a roll off truck for the Borough of South River Department of Public Works in the County of Middlesex of the State of New Jersey; and

WHEREAS, there exists a National Cooperative Purchasing contract with a registered vendor known as Gabrielli Truck Sales, Inc. under Sourcwell contract number 060920-KTC through which contract municipalities are authorized by law to acquire same without meeting the requirements of the public bidding laws of the State of New Jersey; and

WHEREAS, it is the governing body's desire to purchase a roll off truck from Gabrielli Truck Sales, Inc. the said National Cooperative authorized vendor in the amount of \$287,495.12; and

WHEREAS, the Chief Financial Officer of the Borough has advised that funds are available for the purchase of a roll off truck in account C-06-22-022-101; and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Borough Council of the Borough of South River, in the County of Middlesex and the State of New Jersey that the appropriate officials are hereby authorized to execute the appropriate documents in order to acquire the aforesaid roll off truck from the above referenced vendor.

BE IT FURTHER RESOLVED that said resolution is now of record and on file in the Office of the Borough Clerk and available for public inspection.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

RESOLUTION 2023-206

APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENTS TO DARROW STREET, DAILEY
STREET, & JOHN STREET

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of South River formally approve the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as "MA-2024-Improvements to Darrow Street, Dailey Street, & John Street -00216" to the New Jersey Department of Transportation on behalf of the Borough of South River.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of South River and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River



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

BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME
KEITH CHIARAVALLA, PE, CME

May 3, 2023

Mr. Arthur Londensky, Borough Administrator
Borough of South River
48 Washington Street
South River, NJ 08882

**Re: NJDOT Fiscal Year 2024 State Aid Programs
Municipal Aid Program
South River, New Jersey
Our File No.: PSR00012.36**

Dear Mr. Londensky:

As you are aware, the NJDOT is accepting applications for Local Aid programs including Municipal Aid for Fiscal Year 2024. Applications are to be completed and submitted through PMRS and SAGE, the NJDOT on-line grant application websites, by July 1, 2023. There is a limit of three (3) roads that can be submitted. Kindly advise me of which road(s) you would like to submit funding requests for.

Please note the program also includes Transit Village, Bikeways and Safe Streets to Transit programs, should the Borough have any interest in applying for any of these.

We can prepare the necessary application for the Municipal Aid Grant for a cost not to exceed \$2,554.00.

Should you have any questions or if you would like to meet to discuss the grant applications, please do not hesitate to contact me.

Very truly yours,

Bruce M. Koch, PE, PP, CME
Borough Engineer's Office

BMK/dy
Enclosures

cc: Mayor John Krenzel
All Council Members
Borough Clerk
Chief Financial Officer
Director of Public Works

RESOLUTION 2023-207
RESOLUTION APPOINTING HEARING OFFICER

WHEREAS, under N.J.S.A. 40A:14-118 the Public Safety Committee ("Committee") serves as the appropriate authority of the South River Police Department; and

WHEREAS, N.J.S.A. 40A:14-147 and N.J.S.A. 40A:14-148 provide for appropriate authorities to act as hearing officers to hear and decide disciplinary charges brought against members of a police department; and

WHEREAS, disciplinary charges have been brought against a member of the police department and said member has requested a hearing on the charges; and

WHEREAS, the Committee has determined it appropriate to delegate its authority to hear and decide the charges to a third-party for the purposes stated herein; and

WHEREAS, the Borough of South River has reviewed the background of Michael Foligno ("Foligno"), Elmwood Park Chief of Police, to provide this service and has determined that hiring Chief Foligno is in the best interests of the Borough.

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

1. The Borough hereby appoints Police Chief Foligno, whose address is 182 Market Street, Elmwood Park, New Jersey, 07407, as hearing officer to preside over the disciplinary hearing, and who shall review evidence and make a recommendation in writing at the conclusion of the hearing as to whether the charges are sustained and what penalty, if any, should be imposed by the Committee; and
2. Chief Foligno shall be compensated at the rate of \$150.00 per hour, plus expenses, for the conduct of the hearing and time expended related thereto, not to exceed \$3,000.00.
3. The Chief Financial Officer of the Borough has advised that funds are available for this hearing in Account 3-01-25-240-205.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

RESOLUTION 2023-208
RESOLUTION ACCEPTING THE BOROUGH OF SOUTH RIVER COUNCIL MEETING MINUTES

BE IT RESOLVED by the Mayor and Council of the Borough of South River that the May 22, 2023 Regular Meeting Minutes are approved.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

RESOLUTION 2023-209
RESOLUTION APPROVING THE BILLS AND CLAIMS LIST

BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River, in the County of Middlesex and the State of New Jersey that all bills, claims and statements against the Borough, in the total amount of \$1,248,472.50 and previously paid claims in the amount of \$2,732,473.16 listing attached, have been duly itemized, audited, approved and signed by the proper officers of the Borough, be and the same are hereby ordered paid.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

June 9, 2023
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Borough of South River
Bill List By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: Condensed
Vendors: All
Rcvd Batch Id Range: First to Last
Include Non-Budgeted: Y
Open: N
Paid: N
Void: N
Rcvd: Y
Held: Y
Aprv: N
Bid: Y
State: Y
Other: Y
Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
A0263	ALLIED CONSTRUCTION GROUP, INC.								
		22-03048	12/06/22	WTP FILTER BACKWASH PIPING	Open	309,065.08	0.00		B
A0519	ARROW ELEVATOR, INC.								
		23-01582	05/31/23	Elevator Maint-June 2023	Open	577.00	0.00		
A078	A&Z MOBIL DETAILING LLC								
		23-01467	05/18/23	REMOVE OVER SPRAY	Open	425.00	0.00		
A085	DIANA ALMEIDA								
		23-01623	06/01/23	MUN.AL.CRIMINAL JUSTICE AWARD	Open	50.00	0.00		
A3164	ACTION UNIFORM CO LLC								
		22-03196	12/16/22	SRFD GS LADIES AUX JOB SHIRTS	Open	1,078.00	0.00		
		22-03274	12/31/22	SRFD S LADIES AUX JOB SHIRTS	Open	490.00	0.00		
		23-00899	03/31/23	CAMPAIGN HAT	Open	311.97	0.00		
		23-01596	05/31/23	UNIFORM SUPPLIES	Open	376.99	0.00		
						2,256.96			
A81226	AMAZON BUSINESS								
		23-01473	05/18/23	SOCCER CONES & SPRAY CHALK	Open	81.82	0.00		
		23-01516	05/22/23	SUPPLIES FOR FISHING DERBY	Open	275.51	0.00		
		23-01517	05/22/23	SPINCAST REEL & ROD COMBO	Open	19.96	0.00		
		23-01555	05/25/23	PART TO FIX SU9	Open	45.99	0.00		
		23-01556	05/25/23	TACKLE BOX FOR EVIDENCE	Open	22.98	0.00		
		23-01619	06/01/23	TOTE PLASTIC STORAGE BINS	Open	78.63	0.00		
						524.89			
A9012	AGRA ENVIRONMENTAL INC								
		23-01477	05/18/23	SOC Waiver-3 Wells	Open	750.00	0.00		
		23-01478	05/18/23	Compliance Management Services	Open	570.00	0.00		
		23-01479	05/18/23	Annual Water Quality Report	Open	1,000.00	0.00		
		23-01551	05/25/23	Mandatory Testing-April/May	Open	2,864.00	0.00		
		23-01554	05/25/23	May Testing	Open	811.00	0.00		
		23-01593	05/31/23	Licensed Op Fee-June 2023	Open	10,200.00	0.00		
		23-01657	06/07/23	CCTR to NJDEP w/documentation	Open	475.00	0.00		
		23-01658	06/07/23	NJDEP Inspection & Findings	Open	475.00	0.00		
		23-01677	06/07/23	Mandatory Testing-May	Open	1,706.00	0.00		
						18,851.00			
AFS001	ALLIED FIRE & SAFETY EQUIP.								
		23-01476	05/18/23	Extinguisher Recharges-JSFH	Open	483.50	0.00		
ATTM005	AT & T MOBILITY II LLC								
		23-01612	05/31/23	SERVICE FOR 4/22-5/21/23-DPW	Open	423.30	0.00		
		23-01721	06/07/23	SERVICE FOR 4/27-5/26/23-FIRE	Open	305.92	0.00		

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Borough of South River
Bill List By Vendor Id

Page No: 2

Vendor #	Name		Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date	Description					
ATTM0005	AT & T MOBILITY II LLC	Continued					
23-01722	06/07/23	SERVICE FOR 4/22-5/21/23-PD	Open	<u>1,299.70</u>	0.00		
				2,028.92			
B0750	B & W CONSTRUCTION CO						
23-00963	04/12/23	Instal1 1" Blow Off	Open	14,885.11	0.00		
23-01048	04/18/23	Repair Watermain -Eberwein St	Open	11,112.48	0.00		
23-01168	04/25/23	Repair Work on Monush/Rose	Open	25,787.81	0.00		
23-01251	05/03/23	Replace 8" Sewer Main	Open	<u>12,636.62</u>	0.00		
				64,422.02			
B084	TOM BIONDI						
23-01572	05/31/23	Deposit Senior Event 6/28	Open	300.00	0.00		
23-01655	06/07/23	Balance Senior Event 6/28	Open	<u>295.00</u>	0.00		
				595.00			
B0876	KIM BELL						
23-01692	06/07/23	Misc. Program Reimbursements	Open	534.64	0.00		
B088	MARIANA BRANCO						
23-01548	05/25/23	Health and wellness Award	Open	50.00	0.00		
B089	HADASSAH BAHAMONDES						
23-01622	06/01/23	MUN.AL.CRIMINAL JUSTICE AWARD	Open	50.00	0.00		
B0893	BENECARD SERVICES, INC.						
23-01563	05/31/23	PRESCRIPTION PLAN 5/23	Open	44,220.58	0.00		
23-01564	05/31/23	PRESCRIPTION PLAN 6/23	Open	<u>42,404.57</u>	0.00		
				86,625.15			
B090	MARIA SHOROK & EMAD BASHA						
23-01707	06/07/23	REFUND OF OVERPAYMENT	Open	1,559.95	0.00		
B0903	C BENTLEY'S CAR WASH						
23-00853	03/29/23	Car wash for DPW vehicles	Open	154.00	0.00		
B0952	BIGNELL PLANNING CONSULTANTS						
21-00540	03/05/21	MASTER PLAN RE-EXAM	Open	6,050.00	0.00		B
23-01730	06/08/23	PLANNER RETAINER 5/23	Open	400.00	0.00		
23-01731	06/08/23	PHILLIP ST-1816	Open	575.00	0.00		
23-01732	06/08/23	ERBA-1902	Open	387.50	0.00		
23-01733	06/08/23	ROCHA-1933	Open	<u>1,137.50</u>	0.00		
				8,550.00			
B0954	43 DPI CREATIVE, LLC.						
23-01510	05/22/23	DOMAIN REGISTRATION	Open	56.49	0.00		
B0960	BLUE CROSS/BLUE SHIELD OF NJ						
23-01520	05/22/23	DENTAL INSURANCE 6/23	Open	6,584.25	0.00		
B0982	BLACKBURN MFG CO INC						
23-01392	05/11/23	Marking Flags	Open	309.82	0.00		

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Borough of South River
Bill List By Vendor Id

Page No: 3

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
B1135	BSN SPORTS, INC.								
		23-01088	04/25/23	PRO CORD STRING WINDER	Open	551.96	0.00		
		23-01387	05/11/23	NETS FOR BASKETBALL COURTS	Open	<u>191.70</u>	0.00		
						743.66			
B141	BROTHERS MANAGEMENT ASSOC.								
		23-01450	05/18/23	PETTING ZOO-SOUTH RIVER	Open	1,700.00	0.00		
BS88	BSTOCK TOOLS LLC								
		23-01197	04/28/23	Pocket IQ2 w/LMT 2019	Open	2,085.00	0.00		
C119	MARIANA COSTA								
		23-01546	05/25/23	Frost on the Pumpkin Award	Open	50.00	0.00		
C1268	MARRIOTT, CALLAHAN, BLAIR &								
		23-01519	05/22/23	BEST SOUTH RIVER-1908	Open	765.50	0.00		
		23-01561	05/25/23	CEDAR FAIRMONT-1912	Open	633.50	0.00		
		23-01719	06/07/23	ELHADI-1913	Open	<u>567.50</u>	0.00		
						1,966.50			
C135	RYAN CHANDLER								
		23-01500	05/18/23	FLAG FOOTBALL REFEREE	Open	80.00	0.00		
		23-01660	06/07/23	FLAG FOOTBALL REFEREE	Open	<u>120.00</u>	0.00		
						200.00			
C1441	VINCENT QUILES, JR.								
		23-01394	05/12/23	Janitorial Supplies	Open	779.10	0.00		
C1482	CME ASSOCIATES								
		22-00912	04/14/22	2022 ROADWAY IMPROVEMENTS	Open	4,192.00	0.00		B
		22-02283	09/13/22	ENG SVCS FOR WTP UPGRADES	Open	3,492.00	0.00		B
		23-00604	03/01/23	LSRP REMEDIATION-JSFH	Open	12,897.45	0.00		B
		23-00801	03/21/23	NJDEP STORMWATER DISCHARGE PER	Open	108.00	0.00		B
		23-01543	05/25/23	NJDOT 2023 LOCAL TRANSPORTATIO	Open	2,515.50	0.00		B
		23-01614	05/31/23	PLANNING BOARD MEETINGS	Open	190.00	0.00		
		23-01615	05/31/23	SUBSTATION 2020 MAINTENANCE	Open	883.50	0.00		
		23-01616	05/31/23	2021 ROADWAY IMPROVEMENTS	Open	88.00	0.00		
		23-01617	05/31/23	10 LARK-SOLAR-1878	Open	142.50	0.00		
		23-01706	06/07/23	MILROM-1641	Open	<u>138.00</u>	0.00		
						24,646.95			
C1510	COMCAST								
		23-01521	05/22/23	SERVICE FOR 5/15-6/14/23	Open	225.02	0.00		
		23-01522	05/22/23	SERVICE FOR 5/17-6/16/23	Open	256.63	0.00		
		23-01523	05/22/23	SERVICE FOR 5/17-6/16/23	Open	490.76	0.00		
		23-01524	05/22/23	SERVICE FOR 5/17-6/16/23	Open	288.11	0.00		
		23-01541	05/25/23	SERVICE FOR 5/16-6/15/23	Open	322.92	0.00		
		23-01573	05/31/23	SERVICE FOR 5/22-6/21/23	Open	259.54	0.00		
		23-01666	06/07/23	SERVICE FOR 5/29-6/28/23	Open	40.00	0.00		
		23-01667	06/07/23	SERVICE FOR 6/3-7/2/23	Open	333.42	0.00		
		23-01738	06/09/23	SERVICE FOR 6/1-6/30/23	Open	327.00	0.00		
		23-01739	06/09/23	SERVICE FOR 6/3-7/2/23	Open	121.90	0.00		
		23-01740	06/09/23	SERVICE FOR 6/6-7/5/23	Open	250.39	0.00		

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Borough of South River
Bill List By Vendor Id

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Vendor #	Name		Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date	Description					
C1510	COMCAST		Continued				
23-01741	06/09/23	SERVICE FOR 6/8-7/7/23	Open	<u>192.25</u>	0.00		
				3,107.94			
C1511	COMCAST BUSINESS						
23-01613	05/31/23	SERVICE FOR 5/15-6/14/23	Open	1,792.29	0.00		
C1596	CROWN AWARDS						
23-01632	06/01/23	RINGS FOR CHAMPIONSHIP-FLAG FB	Open	420.79	0.00		
C1652	CUSTOM BANDAG INC						
23-01252	05/03/23	Tires-Truck #1 245/65R17	Open	436.00	0.00		
C1668	CYCLEVAN UNLIMITED INC						
23-01318	05/09/23	DIAMOND PLATE TOOL BOX	Open	1,212.00	0.00		
C2235	CARTRIDGE CENTER INC						
23-01466	05/18/23	TONER FOR ADM. & REPORT ROOM	Open	389.00	0.00		
CA733	CARMENS CORP INC						
23-01689	06/07/23	War Memorial - Service Call	Open	175.00	0.00		
D080	BRITTANY DUTCHER						
23-01661	06/07/23	FLAG FOOTBALL REFEREE	Open	150.00	0.00		
D081	ROBERT DUTCHER						
23-01663	06/07/23	FLAG FOOTBALL REFEREE	Open	50.00	0.00		
D1908	R.R. DONNELLEY & SONS, CO.						
23-01624	06/01/23	Registrar Paper	Open	152.75	0.00		
E2040	TOWNSHIP OF EAST BRUNSWICK						
23-01354	05/11/23	RADIO COMMUNICATION 6/23	Open	6,859.38	0.00		
23-01362	05/11/23	EMS SERVICES 6/23	Open	<u>2,000.00</u>	0.00		
				8,859.38			
E44	EAST BRUNSWICK ANIMAL HOSPITAL						
23-01436	05/15/23	TNR Delilah	Open	150.00	0.00		
23-01514	05/22/23	TNR Grant	Open	100.00	0.00		
23-01595	05/31/23	TNR Grant, Momma, Stanley	Open	<u>198.45</u>	0.00		
				448.45			
F047	FUNHOUSE INFLATABLES & PARTY						
23-01451	05/18/23	INFLATABLES FOR S RIVER DAY	Open	1,707.55	0.00		
23-01631	06/01/23	INFLATABLES-END OF SEASON PART	Open	<u>833.75</u>	0.00		
				2,541.30			
F300	FRANK'S PIZZA OF EB INC						
23-01515	05/22/23	PIZZA FOR FOOTBALL 5/21/23	Open	580.12	0.00		
G078	SALVADOR JIMCAZ GOMEZ						
23-01708	06/07/23	REFUND OF CD	Open	77.31	0.00		

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G3024	GLOVES, INC.	23-01642	06/07/23	Viper Gloves/Safety Glasses	Open	601.92	0.00		
G3051	GASKO FARM & NURSERY	23-01303	05/09/23	Flowers-Planters	Open	376.11	0.00		
GK001	GABRIELLI KENWORITH OF NJ LLC	21-02155	08/25/21	PURC.OF SINGLE AXLE DUMP TRUCK	Open	209,252.01	0.00		
GRIEB02	DYLAN GRIEBELL	23-01694	06/07/23	May Exercise Classes	Open	405.00	0.00		
H050	HACKENSACK MERIDIAN TEAM HEALT	23-01327	05/10/23	Preemployment physical K.M A.P	Open	275.00	0.00		
H1709	HUNTER CARRIER SERVICES LLC	23-01538	05/25/23	LONG DISTANCE SVS 4/23	Open	711.94	0.00		
H3708	HOME DEPOT	23-01324	05/10/23	Blanket - Supplies	Open	990.44	0.00		
H3719	HOME NEWS TRIBUNE	23-01535	05/25/23	ORD 2023-20 INTRO	Open	272.22	0.00		
H3739	THE HOSE SHOP, INC.	23-00847	03/29/23	Hose Repairs	Open	370.97	0.00		
I010	IDS AUTOSHRED	23-00473	02/16/23	Shred Truck-REG GRANT	Open	750.00	0.00		
		23-00474	02/16/23	Shred Truck-5/20/23	Open	675.00	0.00		
						1,425.00			
I4286	IRVIN RAPHAEL, INC.	23-01264	05/04/23	JPA TRIP TO NJ STATE MUSEUM	Open	375.00	0.00		
J028	LAW OFFICE ROBERT JANZEKOVICH	23-01370	05/11/23	MONTHLY PROSECUTOR 6/23	Open	1,333.34	0.00		
J038	EDWARD JONES	23-01709	06/07/23	REFUND OF CD	Open	149.26	0.00		
J4552	G.P. JAGER, INC.	23-01688	06/07/23	Diaphragm 5", #APM5758-Lime Rm	Open	1,218.68	0.00		
J4578	JESCO COMPANY	23-00666	03/09/23	Road Call-JD 544K Loader	Open	985.00	0.00		
J4660	JOE'S HEATING LLC	23-01685	06/07/23	Replac AC Condensor Fan Motor	Open	585.00	0.00		
J4694	JOHNNY ON THE SPOT, LLC.	23-01601	05/31/23	CHAIN FENCE-PD 5/29-6/25/23	Open	48.25	0.00		

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Vendor #	Name		Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date	Description					
J4694	JOHNNY ON THE SPOT, LLC.	Continued					
23-01602	05/31/23	PORTA JOHNS 5-29-6/25/23	Open	393.75	0.00		
				442.00			
K225	KYOCERA/DUPLITRON						
23-01603	05/31/23	COPIER LEASE 6/8-7/7/23	Open	334.85	0.00		
23-01654	06/07/23	OOA June Copier Contract	Open	182.63	0.00		
23-01699	06/07/23	COPIER LEASE 4/28-5/27/23	Open	222.25	0.00		
				739.73			
K4811	KENNETH L. BERG						
23-01214	05/03/23	Mower Parts/Supplies	Open	303.00	0.00		
K519	KLEINFELDER INC						
22-00712	03/23/22	WATER METER REPLACEMENT PROJEC	Open	2,192.78	0.00	B	
KREN42	JOHN M. KRENZEL						
23-01509	05/22/23	Hotel Reimbursement	Open	270.30	0.00		
KYOCE005	KYOCERA DOCUMENT SOLUTIONS						
23-01579	05/31/23	Maintenance DPW Copier-June	Open	31.50	0.00		
L073	JAIR LAMB						
23-01662	06/07/23	FLAG FOOTBALL REFEREE	Open	100.00	0.00		
L2611	LEXIPOL LLC						
23-01494	05/18/23	IN-SERVICE TRAINING PROGRAM	Open	1,352.00	0.00		
23-01501	05/19/23	TRG ONLINE TRAINING	Open	8,474.72	0.00		
				9,826.72			
L5113	ROBERT LAFALCE						
23-01693	06/07/23	Reimbursement	Open	76.21	0.00		
L5128	LANGUAGE LINE SERVICES, INC.						
23-01557	05/25/23	USAGE FOR APRIL 2023	Open	348.50	0.00		
L5310	LOMBARDI & LOMBARDI PA						
23-01526	05/22/23	PLANNER RETAINER 4/23	Open	300.00	0.00		
23-01527	05/22/23	CROWNPOINT PREROGATIE WRITS	Open	30.00	0.00		
23-01528	05/22/23	RIA MAR-1904	Open	60.00	0.00		
23-01529	05/22/23	E ANDRE REALTY-1911	Open	165.00	0.00		
23-01530	05/22/23	HAMILTON-1900	Open	15.00	0.00		
23-01531	05/22/23	CANNA CAVIAR-1902	Open	240.00	0.00		
23-01668	06/07/23	PLANNER RETAINER 5/23	Open	300.00	0.00		
23-01669	06/07/23	CROWNPOINT PREROGATIE WRITS	Open	465.00	0.00		
23-01670	06/07/23	PHILLIP ST-1816	Open	15.00	0.00		
23-01671	06/07/23	E ANDRE REALTY-1911	Open	15.00	0.00		
23-01672	06/07/23	CANNA CAVIAR-1902	Open	457.50	0.00		
23-01673	06/07/23	SOARES-1934	Open	75.00	0.00		
23-01674	06/07/23	BAPTISTA-1904	Open	15.00	0.00		
23-01675	06/07/23	RIA MAR-1904	Open	75.00	0.00		

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PO #	PO Date	Description					
L5310	LOMBARDI & LOMBARDI PA	Continued					
23-01723	06/07/23	2023 MASTER PLAN AMENDMENT	Open	<u>195.00</u>	0.00		
				2,422.50			
L5323	GEORGE LOGAN TOWING, INC.						
23-01115	04/25/23	TOWING/STORAGE FOR SEIZED VEHI	Open	1,120.00	0.00		
23-01388	05/11/23	VEHICLES SOLD AT AUCTION	Open	<u>1,500.00</u>	0.00		
				2,620.00			
L5404	LYONS - SHEPSKO						
23-01702	06/07/23	END OF THE YEAR PARTY	Open	250.00	0.00		
LB50	L B ELECTRIC CO.,INC.						
22-01137	05/11/22	Harmonic Testing-91 Lark Drive	Open	1,500.00	0.00		
LDSS734	LOMBARDY DOOR SALES & SERVICE						
23-00888	03/31/23	Safety Edge Replacement-JSFH	Open	3,820.00	0.00		
M148	JANICE MOSCATO						
23-01711	06/07/23	REFUND OF CD	Open	193.95	0.00		
M149	AYMAN MAHMOUD						
23-01698	06/07/23	REFUND OF ESCROW-1893	Open	2,467.75	0.00		
M5421	W.B.MASON CO.						
23-01330	05/10/23	Office Supplies	Open	149.03	0.00		
23-01513	05/22/23	Office supplies	Open	<u>301.29</u>	0.00		
				450.32			
M5698	MIDD CTY UTILITY AUTHORITY						
23-01684	06/07/23	Landfill Charges-MAY 2023	Open	51,713.26	0.00		
M5707	MIDDLESEX WELDING SALES,CO,INC						
23-00854	03/29/23	Cylinder Rentals-April 2023	Open	76.50	0.00		
23-01232	05/03/23	Cylinder Rentals-May 2023	Open	<u>76.50</u>	0.00		
				153.00			
M5708	MIDDLESEX COUNTY TREASURER						
23-01627	06/01/23	2ND QTR 2023 HEALTH AID	Open	17,884.43	0.00		
M5713	MIDD.CTY.IMPROVEMENT AUTHORITY						
23-01448	05/18/23	Yardwaste Collection-April	Open	2,472.44	0.00		
23-01503	05/19/23	Commingle Collection-APRIL	Open	<u>26,831.49</u>	0.00		
				29,303.93			
M5714	MIDD CTY ASSN CHIEFS OF POLICE						
23-01486	05/18/23	2023 DUES	Open	350.00	0.00		
M5741	MIDDLESEX COUNTY MUNICIPAL JIF						
23-01480	05/18/23	SETTLEMENT	Open	250,000.00	0.00		
M5939	MUSKY TROUT HATCHERY						
23-01562	05/31/23	FISH FOR FISHING DERBY	Open	597.50	0.00		

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PO #	PO Date Description					
MCFIRE01	MIDDLESEX COUNTY FIRE ACADEMY					
23-01108	04/25/23 TRAINING CLASS	Open	42.00	0.00		
23-01216	05/03/23 LIVE BURN DRILL	Open	<u>236.00</u>	0.00		
			278.00			
MERI001	MERIDIAN OCCUPATIONAL HEALTH					
23-01472	05/18/23 PHYSICAL FOR A. KUKLA	Open	100.00	0.00		
MILR01	MILROM INVESTMENTS LLC					
23-01705	06/07/23 REFUND OF PERFORMANCE BOND	Open	9,745.85	0.00		
N5003	NATIONAL FUEL OIL, INC.					
23-01315	05/09/23 Fuel Delivered 05/02/2023	Open	2,807.64	0.00		
23-01686	06/07/23 Fuel Delivered 05/26/2023	Open	<u>6,651.57</u>	0.00		
			9,459.21			
N6061	NJ ST LEAGUE OF MUNICIPALITIES					
23-01377	05/11/23 NJLM MINI CONFERENCE	Open	500.00	0.00		
N6102	NJ STATE ASSN CHIEFS OF POLICE					
23-01258	05/04/23 ANNUAL TRAINING CONFERENCE	Open	870.00	0.00		
23-01490	05/18/23 POLICE EXECUTIVE INSTITUTE	Open	<u>1,950.00</u>	0.00		
			2,820.00			
N6180	NORCIA CORP.					
23-01310	05/09/23 Repairs - Truck #29	Open	1,333.12	0.00		
23-01505	05/19/23 Digger Truck #758	Open	<u>225.00</u>	0.00		
			1,558.12			
NEW01	NJ DEPT.HEALTH/SENIOR SVCS.					
23-01633	06/01/23 NJ State Dog Fees May 2023	Open	66.60	0.00		
NJLM01	NJ ST LEAGUE OF MUNICIPALITIES					
23-01539	05/25/23 NJLom MAGAZINE SUBSCRIPTIONS	Open	375.00	0.00		
O6508	ONE CALL CONCEPTS					
23-01687	06/07/23 One Call Messages-May 23	Open	100.45	0.00		
P080	ZACHARY POVIA					
23-01626	06/01/23 MUN.ALLIANCE PSYCHOLOGY AWARD	Open	50.00	0.00		
P081	RAKES PASSI					
23-01710	06/07/23 REFUND OF OVERPAYMENT	Open	246.28	0.00		
P7179	PAWLOWSKI, INC.					
23-01305	05/09/23 Supplies	Open	396.10	0.00		
P7209	PUBLIC SERVICE ELECTRIC & GAS					
23-01628	06/01/23 SERVICE FOR 5/23	Open	19.89	0.00		
23-01629	06/01/23 SERVICE FOR 5/23	Open	141.49	0.00		
23-01630	06/01/23 SERVICE FOR 5/23	Open	22.95	0.00		

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P7209	PUBLIC SERVICE ELECTRIC & GAS			Continued					
	23-01742	06/09/23	SERVICE FOR 5/23	Open		962.53	0.00		
						1,146.86			
PA03	PARTS AUTHORITY LLC								
	23-01233	05/03/23	Blanket - Vehicle Parts	Open		4,681.50	0.00		
PRIME01	PRIMEPOINT, LLC								
	23-01537	05/25/23	P/R PROCESSING 5/23	Open		1,080.60	0.00		
Q7294	QUEST DIAGNOSTICS , INC.								
	23-01621	06/01/23	DRUG TEST FOR DISPATCHER	Open		44.10	0.00		
R032	JORDAN RICKARDS ESQ								
	23-01724	06/07/23	MONTHLY PUBLIC DEFENDER 6/23	Open		666.67	0.00		
R081	JALYN RAMIREZ								
	23-01625	06/01/23	MUN.ALLIANCE PSYCHOLOGY AWARD	Open		50.00	0.00		
R150	ROTHSTEIN MANDELL STROHM & HAL								
	20-03109	12/02/20	RECODIFICATION OF BORO CODE	Open		214.50	0.00		B
	23-01714	06/07/23	LEGAL SERVICES 5/23	Open		14,045.63	0.00		
						14,260.13			
R7327	RAZOR PRINTING, INC.								
	23-01072	04/18/23	Stamp-Bldg. Dept	Open		24.00	0.00		
R7377	RARITAN VALLEY BUS SERVICE								
	23-01704	06/07/23	BUS FOR YANKEES GAME	Open		1,895.00	0.00		
R7395	RELIABLE OVERHEAD DOOR INC.								
	23-01588	05/31/23	Repair Door-Mechanics Bay	Open		562.00	0.00		
S087	SUPERHERO SUE ICE CREAM TRUCK								
	23-01696	06/07/23	Balance 7/14/23 senior event	Open		350.00	0.00		
S10	10 SUPREME LLC								
	23-01720	06/07/23	DJ FOR THE END OF SEASON PARTY	Open		600.00	0.00		
S119	NICHOLAS SAPATA								
	23-01737	06/09/23	REIMBURSEMENT FOR FINGERPRINTS	Open		57.38	0.00		
S143	SPECIAL FORCES CONSULTING								
	23-01399	05/12/23	AMI READS 6/23	Open		3,681.00	0.00		
S150	DYLAN SOARES								
	23-01659	06/07/23	FLAG FOOTBALL REFEREE	Open		120.00	0.00		
S151	MANUEL J CRUZ & LUCINDA SILVA								
	23-01712	06/07/23	REFUND OF CD & OVERPAYMENT	Open		184.32	0.00		
S7684	S&S WORLDWIDE, INC.								
	23-00566	02/28/23	SUPPLIES FOR VOLLEYBALL	Open		227.52	0.00		

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S7690	SAMS CLUB	23-01571	05/31/23	OOA & Rec. Supplies	Open	490.64	0.00		
S7953	SIRCHIE FINGERPRINT LABORATORY	23-00794	03/21/23	TRAINING FOR DET. NALE	Open	650.00	0.00		
S8086	SPECTROTEL	23-01525	05/22/23	SERVICE FOR 5/15-6/14/23	Open	2,591.89	0.00		
S8161	STATE TOXICOLOGY LAB	23-01474	05/18/23	RANDOM DRUG TESTING	Open	180.00	0.00		
S8227	SUN BADGE COMPANY	23-00044	01/11/23	RETIRED LT BADGE	Open	164.50	0.00		
S8251	SWIFT ELECTRICAL SUPPLY CO.	23-01307	05/09/23	Blanket - Supplies	Open	319.65	0.00		
SI01	SIGN A LIZE LLC	23-01444	05/15/23	CHANGE DATE MEMORIAL DAY BANNE	Open	415.00	0.00		
T028	BARBARA TRIMBOLI	23-01695	06/07/23	Armchair Travel Club 6/15	Open	150.00	0.00		
T035	ROZA TEN	23-01713	06/07/23	REFUND OF CD	Open	89.47	0.00		
T1075	TEAM CAR WASH	23-01475	05/18/23	BILLING FOR APRIL 2023	Open	57.60	0.00		
T1709	CIT BANK N A	23-01421	05/12/23	AVAYA IPO 46 OF 60 7/23	Open	845.80	0.00		
T1735	TARGETED TECHNOLOGIES LLC	23-01333	05/11/23	IT SERVICES 7/23	Open	3,754.00	0.00		
		23-01340	05/11/23	DATTO MONTHLY 7/23	Open	423.00	0.00		
		23-01347	05/11/23	OFFICE 365 BORO HALL/PD 7/23	Open	2,206.00	0.00		
						6,383.00			
T1900	TURTLE & HUGHES INC	23-01396	05/12/23	Electric Equipment	Open	941.50	0.00		
T635	THUNDER TRUCK ENTERTAINMENT	23-01023	04/12/23	GAMES FOR BIKE RODEO	Open	860.00	0.00		
		23-01511	05/22/23	GAMES FOR END OF SEASON PARTY	Open	912.00	0.00		
						1,772.00			
T79	ANN BLESS MARTINEZ	23-01428	05/12/23	CLEANING SERVICES 6/23	Open	2,528.83	0.00		
T8324	TAYLOR OIL CO INC.	23-01308	05/09/23	Fuel Delivered 05/01/23	Open	2,725.62	0.00		
		23-01487	05/18/23	Fuel Delivered 05/10/23	Open	1,851.57	0.00		

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T8324	TAYLOR OIL CO INC.			Continued					
		23-01508	05/22/23	Fuel Delivered 05/15/23	Open	836.97	0.00		
		23-01553	05/25/23	DEF - 55 Gallon Drum	Open	498.00	0.00		
		23-01575	05/31/23	Bulk oil-15w40	Open	2,841.04	0.00		
		23-01618	06/01/23	Fuel Delivered 05/22/23	Open	1,329.85	0.00		
		23-01680	06/07/23	Fuel Delivered 05/30/23	Open	879.86	0.00		
		23-01681	06/07/23	Fuel Delivered 05/30/23	Open	<u>1,363.55</u>	0.00		
						12,326.46			
T8467	MARK TINITIGAN								
		23-01729	06/08/23	BUY BACK FUNDS	Open	400.00	0.00		
T8531	TREASURER, STATE OF NJ								
		23-01574	05/31/23	ELEVATOR INSPECTION FEE-PD	Open	258.00	0.00		
T8552	TRUGREEN LP								
		23-00662	03/08/23	Late Spring Applications	Open	349.84	0.00		
U001	MICHELLE URBANOWICZ								
		23-01635	06/01/23	BASKETBALL REFUND	Open	90.00	0.00		
U8894	UNIVAR USA, INC.								
		23-01093	04/25/23	15% Sodium Hypchlorite	Open	1,858.50	0.00		
		23-01322	05/10/23	15% Sodium Hypchlorite	Open	1,751.40	0.00		
		23-01389	05/11/23	15% Sodium Hypchlorite	Open	<u>1,118.25</u>	0.00		
						4,728.15			
V024	DENISE VILLA								
		23-01547	05/25/23	Health and wellness Award	Open	50.00	0.00		
V9046	VILLAGIOS FOOD EMPORIUM								
		23-01653	06/07/23	FOOD FOR STAND-BYE CREW	Open	89.50	0.00		
		23-01727	06/08/23	FOOD FOR END OF SEASON PARTY	Open	<u>1,560.00</u>	0.00		
						1,649.50			
W029	GABRIELLE WILLIAMS								
		23-01545	05/25/23	Frost on the Pumpkin Award	Open	50.00	0.00		
W4321	WEX HEALTH INC								
		23-01604	05/31/23	FSA MEDICAL 5/23	Open	95.00	0.00		
W632	WORLD WIDE LANGUAGE SERVICES								
		23-01512	05/22/23	Spanish & Portuguese interp	Open	937.50	0.00		
W9187	WALTER DANLEY ELECTRICAL								
		23-01317	05/09/23	Lights-Daileys Pond Park	Open	630.00	0.00		
W9470	WIRELESS ELECTRONICS, INC.								
		23-01468	05/18/23	COVERAGE FOR MAY 2023	Open	300.00	0.00		
Total Purchase Orders:		242	Total P.O. Line Items:		0	Total List Amount:		1,248,472.50	Total Void Amount: 0.00

Vendor #	Name						
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Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT FUND	2-01	1,838.99	0.00	1,838.99	0.00	0.00	1,838.99
CURRENT FUND	3-01	252,200.86	0.00	252,200.86	0.00	0.00	252,200.86
WATER UTILITY	3-02	304,392.34	0.00	304,392.34	0.00	0.00	304,392.34
ELECTRIC UTILITY	3-03	51,587.40	0.00	51,587.40	0.00	0.00	51,587.40
	3-12	66.60	0.00	66.60	0.00	0.00	66.60
	3-14	1,520.00	0.00	1,520.00	0.00	0.00	1,520.00
	3-15	675.29	0.00	675.29	0.00	0.00	675.29
Year Total:		610,442.49	0.00	610,442.49	0.00	0.00	610,442.49
GENERAL CAPITAL	C-06	239,066.08	0.00	239,066.08	0.00	0.00	239,066.08
ESCROW ACCOUNT	E-17	19,193.10	0.00	19,193.10	0.00	0.00	19,193.10
OTHER TRUST ACCOU	T-05	11,396.58	0.00	11,396.58	0.00	0.00	11,396.58
WATER CAPITAL	W-07	366,535.26	0.00	366,535.26	0.00	0.00	366,535.26
Total of All Funds:		1,248,472.50	0.00	1,248,472.50	0.00	0.00	1,248,472.50

RESOLUTION 2023-210

**RESOLUTION AUTHORIZING APPOINTMENT OF CLASS I SPECIAL LAW ENFORCEMENT OFFICERS FOR THE
BOROUGH OF SOUTH RIVER**

I, John M. Krenzel, Mayor of the Borough of South River, with the advice and consent of the Council of the Borough South River, and the Public Safety Committee of the Borough of South River, do hereby appoint the following as paid Class One Special Law Enforcement Officers (SLEO I) effective June 13, 2023 for the term of June 13, 2023 to December 31, 2023:

Leon Daly
Matheo Faccin
Alina Hassan
Cristino Rodriguez
James Stewart

BE IT FURTHER RESOLVED that said appointment is subject to the successful completion by the appointee of:

1. Comprehensive medical and psychological examination
2. Drug/alcohol testing

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

RESOLUTION 2023-211

RESOLUTION AWARDING A CONTRACT TO KLEINFELDER FOR PROFESSIONAL SERVICES RELATED TO THE WATER QUALITY COMPLAINT INVESTIGATION USING THE HYDRAULIC MODEL

WHEREAS, there exists a need for engineering services related to the water quality complaint investigation using the hydraulic model; and

WHEREAS, the Borough has solicited a proposal for engineering services related to the water quality complaint investigation using the hydraulic model; and

WHEREAS, Kleinfelder has submitted an advantageous proposal in accordance with the Borough request, attached hereto as Schedule A; and

WHEREAS, the Borough Council desires to award a contract to Kleinfelder for engineering services related to water quality complaint investigation using the hydraulic model pursuant to the provisions of N.J.S.A. 19:44A-20.5 in an amount not to exceed \$14,700.00; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., authorizes the award of contracts for "Professional Services" and requires that the resolution and contract be made available for public inspection.

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

1. That the governing body does hereby award a contract for engineering services related to the water quality complaint investigation using the hydraulic model to Kleinfelder, in an amount not to exceed \$14,700.00, in accordance with the attached Schedule A, an advantageous proposal.
2. That the Mayor is hereby authorized to execute and the Borough Clerk to attest to, respectively, a contract with Kleinfelder in a form acceptable to the Borough Attorney.
3. That this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts law because it is for services to be performed by a person or persons authorized by law to practice a recognized profession.
4. That a Certificate of Availability of Funds is attached hereto and incorporated herein. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract: 3-02-55-502-205.
5. A certified copy of this Resolution shall be provided to the Chief Finance Officer and Kleinfelder.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **JOSEPH ZANGA**, Chief Financial Officer for the Borough of South River, do hereby certify that adequate funds are available for a contract with Kleinfelder for engineering services related to the water quality complaint investigation using the hydraulic model in an amount not to exceed \$14,700.00, The funds which are available for this contract are found in the following line-item appropriations or ordinances: 3-02-55-502-205.

JOSEPH ZANGA, Chief Financial Officer
Borough of South River



Environmental and Laboratory Services

90 ½ West Blackwell Street, Dover, New Jersey 07801
(973) 989-0010 P, (973) 989-0156 F

Via Regular Mail and Email

June 1, 2023

Mr. Art Londensky
Borough of South River
48 Washington Street
South River, NJ 08882

Reference: Borough of South River NJ- Water System Recommendation

Dear Mr. Lodensky:

As you well know there has recently been some dirty water issues in the water distribution system. These issues were common when we first started operation of the water system but have improved as upgrades have been made to the plant. We have made significant progress on optimizing the plant but we feel some changes are still needed and the Borough needs to shift their focus also on the distribution system.

You recently shared a proposal from Kleinfelder for the evaluation of a hydraulic model for the area of the Borough who have experienced dirty water issues. Recently the NJDEP performed an inspection and Mr. Kofi Assante mentioned that he evaluated the Borough's distribution system and noted high water age in areas near Old Bridge. He also highly recommended that the model be used to do the following:

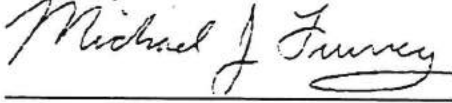
1. Evaluate the areas with a significant amount of customer complaints for dirty water and determine a root cause.
2. Evaluate the conditions of the piping system for replacement and/or cleaning and lining. The Borough needs this information to determine cost estimates.

Agra also highly recommends that the Borough Council approve this proposal to help improve water quality in the distribution system. I have reviewed the original model and recommend the model be used for this project.

AELS
June 1, 2023

Any questions please call me at 973 989-0010 or via email at mfurrey@agra.us.

Sincerely

A handwritten signature in cursive script that reads "Michael J. Furrey". The signature is written in dark ink and is positioned above a horizontal line.

Michael Furrey
President – AELS

cc. Mayor and Borough Council



May 31, 2023

VIA EMAIL

Arthur Londesky
Borough Administrator
Borough of South River
48 Washington Street
South River, NJ 08882

**RE: PROPOSAL – PROFESSIONAL SERVICES
WATER QUALITY COMPLAINTS INVESTIGATION USING THE HYDRAULIC MODEL
BOROUGH OF SOUTH RIVER, MIDDLESEX COUNTY**

Dear Mr. Londesky:

Kleinfelder, Inc. is pleased to present this proposal to provide professional services to the Borough of South River to investigate water quality complaints in the distribution system using the previously developed hydraulic model of the water distribution network. Our proposed scope of work and budget are presented below.

SCOPE OF WORK

Task 1 – Water Quality Complaints Investigation

Kleinfelder will investigate the reasons for the recent water quality complaints regarding the occurrences of brown water and odor utilizing the hydraulic model developed in 2021. Kleinfelder will develop different operational scenarios to simulate the recent operational changes to the system (i.e., utilizing interconnections, constant pumping, etc.). Using the different scenarios, Kleinfelder will determine how flow changes throughout the system and demonstrate the impact that different sources have on flow and water quality.

Using the results from the modeling scenarios, Kleinfelder will determine the circumstances causing the change in water quality that has been observed throughout the distribution system. The investigation includes a presentation and final report of the findings.

BUDGET

The estimated cost for the above scope of work is \$14,700. Kleinfelder's work would be invoiced on a time-plus-expenses basis, in accordance with the attached Billing Rates and Client Professional Services Agreement. The estimated budget of \$14,700 will not be exceeded without your prior approval.

If you would like to retain Kleinfelder for these services, please indicate acceptance of this proposal by signing the Client Professional Services Agreement and returning a copy to us.

We are prepared to begin work immediately upon your authorization to proceed and look forward to working with you on this project. Please do not hesitate to contact me to further discuss this matter. You can reach me at (609) 454-4568 or FSContreras@Kleinfelder.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Felipe S. Contreras". The signature is fluid and cursive, with the first name "Felipe" being more prominent.

Felipe S. Contreras, P.E., C.M.E., C.F.M.
Vice President

Enclosures

RESOLUTION 2023-212

**RESOLUTION AUTHORIZING AGRA ENVIRONMENTAL AND LABORATORY SERVICES TO PROVIDE PROFESSIONAL SERVICES FOR
THE CHANGE IN CHEMICAL TREATMENT IN THE BOROUGH WATER SYSTEM**

BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River, in the County of Middlesex and State of New Jersey that Agra Environmental and Laboratory Services is authorized to provide professional services for the change in Chemical Treatment in the Borough's Water System to include bid document preparation, NJDEP permitting, design, inspection, and training, not to exceed \$140,000.00.

BE IT FURTHER RESOLVED that the Chief Financial Officer of the Borough has certified the availability of funds in account W-07-23-021-201, subject to the Estoppel period of Bond Ordinance 2023-21

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River

RESOLUTION 2023-213

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF BOROUGH PROPERTY LOCATED AT BLOCK 212 LOT 6.02 TO ADJACENT PROPERTY OWNERS, IN ACCORDANCE WITH N.J.S.A. 40A:12-13(b)(5) AND N.J.S.A. 40A:12-13.2

WHEREAS, the Borough of South River has title to Block 212, Lot 6.02 in the Borough; and

WHEREAS, the property is without a capital improvement, does not meet the minimum size required for development under the current zoning ordinances of the Borough of South River and is not needed for public use; and

WHEREAS, N.J.S.A. 40A:12-13.2 grants to adjoining property owners a right of first refusal to purchase such undersized lots; and

WHEREAS, the Borough of South River wishes to offer Block 212, Lot 6.02 for sale to the adjacent property owners in accordance with N.J.S.A. 40A:12-13.2; and

WHEREAS, the Tax Assessor of the Borough of South River has determined that the fair market value of Block 212, Lot 6.02, is \$3,300.00.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of South River, County of Middlesex, State of New Jersey, as follows:

1. That the governing body does hereby authorize notice to the adjoining property owners of Block 212, Lot 6.02, of the Borough's desire to sell said property for its fair market value of \$3,300.00.
2. In the event that only one adjoining property owner wishes to purchase the Block 212, Lot 6.02, for its fair market value of \$3,300.00, then and in that event, the Borough will proceed to authorize the sale of Block 212, Lot 6.02, to said adjoining property owner by ordinance in accordance with state law.
3. In the event that more than one adjacent property owner wishes to purchase the Block 212, Lot 6.02, for its fair market value of \$3,300.00, then and in that event, the Borough shall conduct a Request for Bids for said property from the adjoining property owners interested in purchasing said property and shall authorize the sale of Block 212, Lot 6.02, to the adjoining property owner willing to pay the highest purchase price to the Borough of South River. The Borough Administrator is authorized to conduct a Request for Bids on a date and time to be determined, which shall be duly advertised in accordance with applicable law.
4. That the adjoining property owner who purchases Block 212, Lot 6.02, shall be responsible for the payment of the Borough Attorney fees and publication costs.

COUNCIL	MOTION	2 ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Balazs</i>						
<i>Councilman Guindi</i>						
<i>Councilman Gurchensky</i>						
<i>Councilwoman Meira</i>						
<i>Councilman Oliveira</i>						
<i>Council President Ciulla</i>						

I do hereby certify that the foregoing is a true and exact copy of authorization to approve the foregoing resolution adopted by the Mayor and Borough Council of South River on June 12, 2023.

Alyssa Guglietti, RMC
Municipal Clerk
Borough of South River