Borough of Middlesex

Mayor and Council Regular Meeting

~ Agenda ~

1400 Mountain Avenue
Middlesex, NJ

Linda Chismar
732 356-7400 x238
www.middlesexboro-nj.gov

Tuesday, November 24, 2020 **7:00 PM** **Recreation Center**

I. MAYOR'S STATEMENT: Under the provisions of N.J.S.A. 10:4-6 et seq., notice of the time and place of this meeting was given by way of an annual meeting notice to the Star Ledger, Courier News and Home News, and posted at Borough Hall.

II. SALUTE TO FLAG

III. ROLL CALL

Attendee Name	Present	Absent	Late	Arrived
Mayor John Madden	☐	☐	☐	
Council President Jack Mikolajczyk	☐	☐	☐	
Councilman Jeremiah Carnes	☐	☐	☐	
Councilman Martin Quinn	☐	☐	☐	
Councilman James Eodice	☐	☐	☐	
Councilwoman Amy Flood	☐	☐	☐	
Councilman Douglas Rex	☐	☐	☐	
Administrator Marcia Karrow	☐	☐	☐	
Borough Attorney Christopher Corsini	☐	☐	☐	

IV. PRESENTATIONS

V. APPOINTMENTS

VI. PROCLAMATIONS

VII. ORDINANCE(S) FOR INTRODUCTION

1. **Ordinance 2016-20** CREATING A NEW CHAPTER 36 OF THE MUNICIPAL CODE OF THE BOROUGH OF MIDDLESEX ENTITLED "EMERGENCY MANAGEMENT" TO CODIFY CERTAIN PROVISIONS OF THE CIVIL DEFENSE AND DISASTER CONTROL ACT AND TO REPEAL CHAPTER 190 OF THE MUNICIPAL CODE OF THE BOROUGH OF MIDDLESEX INASMUCH AS IT IS INCONSISTENT WITH THE AFOREMENTIONED ACT

VIII. ORDINANCE(S) FOR PUBLIC HEARING AND FINAL ADOPTION

1. **Ordinance 2011-20** ORDINANCE OF THE BOROUGH OF MIDDLESEX, IN THE COUNTY OF MIDDLESEX, NEW JERSEY APPROVING THE APPLICATION OF AND THE EXECUTION OF FINANCIAL AGREEMENT WITH CP MIDDLESEX URBAN RENEWAL LLC IN CONNECTION WITH THE UNDERTAKING OF A REDEVELOPMENT PROJECT BY CP MIDDLESEX URBAN RENEWAL LLC

2. **Ordinance 2012-20** AN ORDINANCE AMENDING CHAPTER 317 ENTITLED "PROPERTY MAINTENANCE" SECTIONS 317-14 TO ADOPT A MUNICIPAL REMEDY PROVISION PERMITTING THE BOROUGH TO REDRESS PROPERTY MAINTENANCE VIOLATIONS BY COUNCIL RESOLUTION AFTER NOTICE AND HEARING

3. **Ordinance 2013-20** AN ORDINANCE REPEALING AND REPLACING CHAPTER 309 OF THE CODE OF THE BOROUGH OF MIDDLESEX, ENTTILED "PEDDLING AND SOLICITING"

4. **Ordinance 2014-20** AN ORDINANCE AMENDING CHAPTER 407 ENTITLED "VEHICLES AND TRAFFIC" SECTION 407-6 ENTITLED "STOP INTERSECTIONS; SIGNS" TO ADD STOP SIGNS TO THE INTERSECTION OF DAYTON AVENUE AND WOODROW STREET

5. **Ordinance 2015-20** AN ORDINANCE AMENDING CHAPTER 272 ENTITLED "MASSAGE AND BODYWORK THERAPY ESTABLISHMENTS" SECTION 272-3 ENTITLED "PERMITS REQUIRED" TO ADD A PROVISION ON LICENSE RENEWALS

IX. ADOPTION OF MINUTES

1. Approval of the November 10, 2020 Regular & Executive Session Meeting Minutes

X. MAYOR'S REPORT

XI. COUNCIL MEMBER REPORTS

1. Council President Mikolajczyk
2. Councilman Carnes
3. Councilman Eodice
4. Councilwoman Flood
5. Councilman Rex

XII. ADMINISTRATOR'S REPORT

XIII. PRIVILEGE OF THE FLOOR

During the conduct of the meeting, unless a Public Hearing is held or the Regular Order of Business is waived, the audience does not participate. A Public Portion is held at the end of the meeting. Individuals commenting from the audience will be provided an opportunity to address the Council but will not be permitted to speak again until everyone has had an opportunity to speak. If a group is represented by an attorney, the attorney will be given an opportunity to speak on behalf of all of the members of the group. The Council, pursuant to the Open Public Meeting Act, will not publicly discuss personnel matters and may choose not to respond to comments made by members of the public during this portion of the meeting; however, the Council will give all comments appropriate consideration and will refer all individual complaints to the Mayor or appropriate Borough representative for resolution.

XIV. NEW BUSINESS/CONSENT AGENDA/RESOLUTIONS: Matters listed within the Consent Agenda have been referred to members of the Borough Council for reading and study, are considered to be routine and will be enacted by one motion of the Council. If separate

discussion is desired, the item may be removed from the Consent Agenda by Council action. The Resolutions listed below were submitted to the Borough Council for review and will be adopted by one motion.

1. **Resolution 253-2020** Approval of the Interlocal Health Services Contract with Middlesex County effective January 1, 2021 - December 31, 2022

2. **Resolution 265-2020** Acceptance of Standing Reports

3. **Resolution 266-2020** Designating CP Middlesex Urban Renewal, LLC as the Redeveloper for Property Identified as Block 318, Lots 1.01, 4.02, 38.01 (A/K/A/ Block 371, Lot 38.01) and 48 on the Official Tax Map of the Borough and Authorizing the Execution of a Redevelopment Agreement with CP Middlesex Urban Renewal, LLC for such Property

4. **Resolution 267-2020** Accepting the Resignation of School Crossing Guard Frances Jones Effective November 8, 2020

5. **Resolution 268-2020** Advancing Tyler Heisch to Full Time Status as a Permanent Laborer in the DPW Effective November 30, 2020

6. **Resolution 269-2020** Hiring of Lester Fonseca as a Part Time Laborer for the Department of Public Works at $14.00 Per Hour, at a Maximum of 28 Hours Per Week, Pending a Satisfactory Physical and Background Check Effective November 30, 2020

7. **Resolution 270-2020** Authorizing the Refund of $250.00 to Imani Hudson for a Duplicate Payment for a Resale Lease Certificate

8. **Resolution 271-2020** Authorizing the Tax Collector to Change the Property Class on Block 71.02 Lot 2 to 100% Exempt Status

9. **Resolution 272-2020** Authorizing Purchase of a 2020 Ford F150 Transit Low Roof Cargo Van for Department of Senior and Disabled Services Under New Jersey State Contract #A88211

10. **Resolution 273-2020** Approval of Budget Transfers for 2020

11. **Resolution 274-2020** Acknowledging the Change in Status for Certain Properties Under the Senior Citizen/Disabled Tax Deductions for Senior Deduction

12. **Resolution 275-2020** Acknowledging the Change in Status for Certain Properties under the Veteran Tax Deductions

13. **Resolution 276-2020** Acknowledging the Change in Status for Certain Properties Under the Senior Citizen/Disabled Person/Veteran Tax Deduction For Elaine Paul

14. **Resolution 277-2020** Appointing Kelsey Meixner Alternate Deputy Registrar at an Annual Salary of $36,500 Effective Immediately

15. **Resolution 278-2020** Authorizing Marcia Karrow, Borough Administrator, as the Authorized Officer to Execute the Memorandum of Understanding Between New Jersey Motor Vehicle Commission and Borough of Middlesex for a Limited Online Access Program Effective Immediately.

XV. NON-CONSENT AGENDA/RESOLUTIONS: Matters listed within the Non-Consent Agenda will be individually addressed and acted upon accordingly. Council reserves the right to refer an item to Committee for further review and discussion. The Resolutions listed below were submitted to the Borough Council for review and will be adopted individually by motion.

1. **Resolution 279-2020** Pay All Claims

XVI. AGENDA WORKSHOP ITEM

XVII. PRIVILEGE OF THE FLOOR ON AGENDA WORKSHOP ITEMS

During the conduct of the meeting, unless a Public Hearing is held or the Regular Order of Business is waived, the audience does not participate. A Public Portion is held at the end of the meeting. Individuals commenting from the audience will be provided an opportunity to address the Council but will not be permitted to speak again until everyone has had an opportunity to speak. If a group is represented by an attorney, the attorney will be given an opportunity to speak on behalf of all of the members of the group. The Council, pursuant to the Open Public Meeting Act, will not publicly discuss personnel matters and may choose not to respond to comments made by members of the public during this portion of the meeting; however, the Council will give all comments appropriate consideration and will refer all individual complaints to the Mayor or appropriate Borough representative for resolution.

XVIII. EXECUTIVE SESSION

XIX. ADJOURNMENT

1. The next Regular Meeting will be December 15, 2020

ORDINANCE #2016-20

CREATING A NEW CHAPTER 36 OF THE MUNICIPAL CODE OF THE BOROUGH OF MIDDLESEX ENTITLED "EMERGENCY MANAGEMENT" TO CODIFY CERTAIN PROVISIONS OF THE CIVIL DEFENSE AND DISASTER CONTROL ACT AND TO REPEAL CHAPTER 190 OF THE MUNICIPAL CODE OF THE BOROUGH OF MIDDLESEX INASMUCH AS IT IS INCONSISTENT WITH THE AFOREMENTIONED ACT

WHEREAS, it is the desire of the Mayor and Council of the Borough of Middlesex to codify the provisions of N.J.S.A. App.A:9-30 et seq. ("The Civil Defense and Disaster Control Act") related to the appointment of a Municipal Emergency Management Coordinator (N.J.S.A. App.A:9-40.1), a Local Emergency Management Council (N.J.S.A. App.4:9-41), the proclamation of a state of local disaster emergency (N.J.S.A. App.A:9-40.5), and the Federal Emergency Management Agency's Community Emergency Response Team program; and

WHEREAS, the Borough is empowered to codify these provisions pursuant to authority granted thereto by N.J.S.A. App.A:9-30 et seq. and N.J.S.A. 40:48-2; and

WHEREAS, the Borough must also repeal Chapter 190 of the Municipal Code of the Borough of Middlesex inasmuch as it is inconsistent with the Civil Defense and Disaster Control Act (specifically, N.J.S.A. App.A:9-40.5; and

BE IT THEREFORE ORDAINED, by the Borough Council of the Borough of Middlesex in the County of Middlesex and State of New Jersey that Chapter 36 of the Municipal Code of the Borough of Middlesex, County of Middlesex, State of New Jersey entitled "Emergency Management" is created and inserted into the Municipal Code pursuant to the provisions hereof, and Chapter 190 entitled "Emergency Procedures" is hereby repealed pursuant to the provisions hereof:

Section I:

A new chapter shall be inserted into the Municipal Code of the Borough of Middlesex as Chapter 24, shall be entitled as "Emergency Management," and shall contain the following provisions:

Chapter 24: Emergency Management

36-1 Municipal Emergency Management Coordinator

A. Pursuant to the authority granted thereto in N.J.S.A. App.A:9-40.1, there shall be a Municipal Emergency Management Coordinator in the Borough of Middlesex to be appointed by the mayor from among the residents of the municipality.

B. Pursuant to N.J.S.A. App.A:9-44, the Municipal Emergency Management Coordinator shall be responsible for the planning, activating, coordinating, and the conduct of emergency management operations within the Borough of Middlesex and shall be

empowered with and subject to all the powers and responsibilities delegated by N.J.S.A. App.A:9-30 et seq.

C. The Municipal Emergency Management Coordinator shall serve for a term of three (3) years from the date of the initial appointment by the mayor. Any vacancy in the position of Municipal Emergency Management Coordinator shall be filled by the mayor for the time remaining on the unexpired term of the prior coordinator.

36-2 Local Emergency Management Council

A. Pursuant to N.J.S.A. App.A:9-41, there shall be a Local Emergency Management Council in the Borough of Middlesex composed of not more than fifteen (15) members to assist the Borough in establishing the various local volunteer agencies needed to meet the requirements of all local emergency management activities and to assist in supervising and coordinating of the Borough's local emergency management activities.

B. The Municipal Emergency Management Coordinator, as authorized by N.J.S.A. App.A:9-41 and appointed pursuant to Section 36-1 of the municipal code, shall be a member of the Local Emergency Management Council and shall serve as the chairman thereof.

C. Notwithstanding the Municipal Emergency Management Coordinator, all appointments to the Local Emergency Management Council shall be by the mayor for a term of one (1) year from the date of the initial appointment. Any vacancy in the position of member of the Local Emergency Management Council shall be filled by the mayor for the time remaining on the unexpired term of the prior member.

36-3 Community Emergency Response Team

A. The Municipal Emergency Management Coordinator shall be designated as program director of Middlesex Borough's Community Emergency Response Team (CERT).

B. Shall comply with all guidelines, directives, and protocols of the Federal Emergency Management Agency and the New Jersey Office of Emergency Management.

C. The Mayor, by resolution with advice and consent of the Borough Council, shall appoint members to the Borough's Community Emergency Response Team for terms not to exceed one (1) year from the date of initial appointment.

36-4 State of Emergency

A. Pursuant to the power N.J.S.A. App.A:9-40.5, whenever, in the opinion of the Borough's Municipal Emergency Management Coordinator disaster has occurred or is imminent in the Borough of Middlesex, the Municipal Emergency Management Coordinator shall proclaim a state of local disaster emergency within the Borough.

B. The municipal emergency management coordinator, in accordance with regulations promulgated by the State Director of Emergency Management, shall be empowered to issue and enforce such orders as may be necessary to implement and carry out emergency management operations and to protect the health, safety, and resources of the residents of the municipality.

C. The powers conferred to the Municipal Emergency Management Coordinator by this Chapter are confined to those conferred by N.J.S.A. App.A:9-40.5 and shall be exercised in a manner strictly consistent therewith.

Section II

Chapter 190 of the Municipal Code of the Borough of Middlesex is hereby repealed.

Section III

All ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section IV

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

Section V

This ordinance shall take effect upon adoption and publication in the manner required by New Jersey general law.

I Hereby Certify that the above Ordinance was introduced by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

INTRODUCED: November 24, 2020

DATE OF PUBLICATION:
OF INTRODUCTION November 27, 2020

ORDINANCE #2011-20

ORDINANCE OF THE BOROUGH OF MIDDLESEX, IN THE COUNTY OF MIDDLESEX, NEW JERSEY APPROVING THE APPLICATION OF AND THE EXECUTION OF FINANCIAL AGREEMENT WITH CP MIDDLESEX URBAN RENEWAL LLC IN CONNECTION WITH THE UNDERTAKING OF A REDEVELOPMENT PROJECT BY CP MIDDLESEX URBAN RENEWAL LLC

WHEREAS, the New Jersey Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the "**Act**") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the Borough of Middlesex, in the County of Middlesex, New Jersey (the "**Borough**") has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on July 25, 2006, pursuant to Resolution 179-06, the Borough Council of the Borough (the "**Borough Council**") designated certain property (the "**Property**") as an Area in Need of Rehabilitation in accordance with the Redevelopment Law and directed that a redevelopment plan be prepared; and

WHEREAS, on September 18, 2007, in accordance with all applicable provisions of the Redevelopment Law, the Borough Council duly adopted the Lincoln Boulevard Redevelopment Plan (the "**Redevelopment Plan**"); and

WHEREAS, the Redevelopment Plan was subsequently amended on August 9, 2011, pursuant to Ordinance No. 1798-11; and

WHEREAS, on December 17, 2013, pursuant to Resolution 324-13, the Borough Council directed the Planning Board to further study the Property in order to determine whether it qualified as a non-condemnation area in need of redevelopment ("**Non-Condemnation Redevelopment Area**") and, after multiple public hearings, the Planning Board recommended that the Property be designated as a Non-Condemnation Redevelopment Area and the Borough Council accepted the Planning Board's recommendation and, on June 12, 2014, adopted Resolution 158-14, designating the Property, as set forth in the Redevelopment Plan, as a Non-Condemnation Redevelopment Area, pursuant to the Redevelopment Law; and

WHEREAS, the Redevelopment Plan was subsequently amended on December 27, 2016, pursuant to Ordinance 1903-16; on December 12, 2017, pursuant to Ordinance No. 1929-17; on March 12, 2019, pursuant to Ordinance No. 1955-19; on January 28, 2020, pursuant to Ordinance No. 1989-20 and on June 23, 2020, pursuant to Ordinance No. 2001-20; and

WHEREAS, CP Middlesex Urban Renewal LLC, a New Jersey limited liability company (the "**Redeveloper**"), has proposed to undertake a redevelopment project in the Non-

Condemnation Redevelopment Area, specifically at 245 Mountain Avenue, Middlesex, New Jersey 08846 and shown as Block 318, Lots 1.01, 4.02 (currently known as Block 371, Lot 4.02), 19, 21, 38.01 and 48 on the Borough of Middlesex Tax Map (the "**CP Middlesex Project Property**"), in accordance with the Redevelopment Plan, consisting of the construction of an approximately 380,000 square foot warehouse building with approximately 14,500 square feet of office space, together with car and trailer parking, and the construction of utilities, driveways, parking, loading, street lighting, and landscaping on the CP Middlesex Project Property and other on- and off-site improvements in accordance with the requirements of the Redevelopment Plan (the "**Redevelopment Project**"); and

WHEREAS, the Borough has deemed the Redeveloper to be qualified to own and operate and complete construction of the Redevelopment Project; and

WHEREAS, the Borough and the Redeveloper will enter into a redevelopment agreement setting forth, among other things, the obligations of the Redeveloper with respect to the Redevelopment Project; and

WHEREAS, the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 *et seq.* (the "**Long Term Tax Exemption Law**") authorize the Borough to accept, in lieu of real property taxes, an annual service charge paid by the Redeveloper and each subsequent owner of the Redevelopment Project (the "**Owner**") to the Borough; and

WHEREAS, the Owner shall make payment of an annual service charge (the "**Annual Service Charge**") to the Borough, which the Borough may use to pay, among other things, Borough costs; and

WHEREAS, in connection with the Redevelopment Project, the Redeveloper filed an application (the "**Application**"), with the Mayor of the Borough for approval of a long term tax exemption for the Redevelopment Project; and

WHEREAS, in order to satisfy the requirements of the Long Term Tax Exemption Law and to set forth the terms and conditions under which the Borough and the Redeveloper shall carry out their respective obligations with respect to the payment of the Annual Service Charge by the Owner, in lieu of real property taxes on the Redevelopment Project improvements, the Borough and the Redeveloper have determined to execute a financial agreement (the "**Financial Agreement**"), substantially in the form of which is attached hereto as Exhibit A; and

WHEREAS, the Mayor, together with counsel for the Borough, has reviewed the Application and found that it complies with the provisions of the Long Term Tax Exemption Law; and

WHEREAS, the Mayor submitted the Application and Financial Agreement to the Borough Council with his recommendation for approval, and copies of each are on file with the Borough Clerk; and

WHEREAS, the Borough Council hereby finds that the relevant benefits of Redevelopment Project outweigh the loss, if any, of property tax revenue in granting the long term tax exemption requested in the Application; and

WHEREAS, the Borough Council further finds that the assistance provided to the Redevelopment Project pursuant to the Financial Agreement will be a significant inducement for the Redeveloper to proceed with the Redevelopment Project.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Middlesex as follows:

Section 1. The Application and form of Financial Agreement are hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Financial Agreement with the Redeveloper in substantially the same form attached hereto as Exhibit A, subject to modification or revision, as deemed necessary and appropriate after consultation with counsel.

Section 3. The Clerk of the Borough is hereby authorized and directed, upon the execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Borough thereon.

Section 4. Executed copies of the Financial Agreement shall be certified by and be filed with the Office of the Borough Clerk. Further, the Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Borough, and County Counsel and the Chief Financial Officer of Middlesex County within 10 days of the execution of the Financial Agreement.

Section 5. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

Section 6. This ordinance shall take effect in accordance with law.

EXHIBIT A

Financial Agreement

I Hereby Certify that the above Ordinance was introduced by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

INTRODUCED: October 27, 2020

DATE OF PUBLICATION:
OF INTRODUCTION October 30, 2020

Financial Agreement

Between

The Borough of Middlesex

and

CP Middlesex Urban Renewal LLC

Dated: _____, 2020

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

THIS FINANCIAL AGREEMENT (hereinafter "Agreement" or "Financial Agreement"), made this _____ day of___, 2020, by and between CP Middlesex Urban Renewal LLC, an urban renewal entity, along with its successors and/or assigns (including any Transferee (as defined herein)), qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, *N.J.S.A.* 40A:20-1, *et seq.* (the "Long Term Tax Exemption Law"), with offices at c/o Claremont Companies, 49 Route 202, Far Hills, NJ 07931 (the "Urban Renewal Entity" or "Entity") and the Borough of Middlesex, a municipal corporation in the County of Middlesex and the State of New Jersey, with offices at 1200 Mountain Avenue, Middlesex, New Jersey 08846 (the "Borough", and together with the Urban Renewal Entity, the "Parties").

WITNESSETH:

WHEREAS, the Borough Council ("Borough Council") of the Borough, pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, *et seq.* (the "Act"), adopted the Lincoln Boulevard Redevelopment Plan (the "Redevelopment Plan") for the revitalization and redevelopment of Lincoln Boulevard and Mountain Avenue;

WHEREAS, the Urban Renewal Entity has agreed to develop a portion of the area in the Redevelopment Plan and designated as Block 318, Lots 1.01, 4.02, 19, 21 38.01 and 48 on the tax maps of the Borough (the "Redevelopment Area" and also sometimes referred to herein as the "Land" or the "Project Area"); and

WHEREAS, pursuant to Section 4 of the Act (*N.J.S.A.* 40A:l2A-4), the Borough has determined to act as the "Redevelopment Entity" (as such term is defined in the Act at *N.J.S.A.* 40A:12A-3) for the Redevelopment Area and to exercise the powers contained in the Act to facilitate the development and redevelopment of the Redevelopment Area; and

WHEREAS, the Redevelopment Plan provided, among other things, for the construction of industrial warehouse with accessory uses on Land; and

WHEREAS, the Urban Renewal Entity has agreed to implement the Redevelopment Plan and develop, design, finance and construct a project at this time consisting of approximately 380,000 square foot warehouse building with approximately 14,500 square feet of office space, together with car and trailer parking on the Project Area, and the construction of utilities, driveways, parking, loading, street lighting, landscaping and other on- and off-site improvements in accordance with the requirements of the Redevelopment Plan (collectively, the "Project", as more fully defined herein), and in connection therewith, the Urban Renewal Entity has agreed to devote substantial cash assets and borrowed funds to the completion of the Project; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Borough entered into a redevelopment agreement with the Urban Renewal Entity dated _____, 2020, (along with any amendments thereto, the "Redevelopment Agreement"), which Redevelopment Agreement specifies the rights and responsibilities of the Borough and the Urban Renewal Entity with respect to certain aspects of the Project; and

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, the Borough will enter into this Financial Agreement with the Urban Renewal Entity governing payments made to the Borough in lieu of real estate taxes on the Project pursuant to the Long Term Tax Exemption Law; and

WHEREAS, the provisions of the Long Term Tax Exemption Law authorize the Borough to accept, in lieu of real property taxes, an annual service charge paid by the Urban Renewal Entity to the Borough; and

WHEREAS, pursuant to the terms of this Financial Agreement, the Urban Renewal Entity has agreed to make payment of the Annual Service Charge (as defined herein) to the Borough; and

WHEREAS, the Urban Renewal Entity filed an Application (as defined herein) with the Borough for approval of a long term tax exemption for the Improvements (as defined herein) to the extent permitted by the Long Term Tax Exemption Law; and

WHEREAS, the Borough has made the following findings with respect to the Project:

1. Relative Benefits of the Project:

    i. The Project will provide additional, state-of-the-art industrial warehouse space and roadway improvements in the Borough, along with the renewal and revitalization of the Redevelopment Area.

2. Assessment of the Importance of the Tax Exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

    i. The exemption provided herein permits better use of the Land, completion of significant infrastructure improvements, reuse of environmentally contaminated property reuse of severely underutilized property which will grow the Borough's tax base, and completion of significant roadway improvements in the Borough; and

WHEREAS, the Borough Council on ___ ____, 2020, adopted Ordinance **__[#]___**, approving the Application, including the Annual Service Charge, and authorized the execution of this Agreement (as amended, the "Ordinance", attached hereto as Exhibit 2); and

WHEREAS, in order to satisfy the requirements of the Long Term Tax Exemption Law and to set forth the terms and conditions under which the Parties shall carry out their respective obligations with respect to the payment of the Annual Service Charge by the Urban Renewal Entity, in lieu of real property taxes.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

ARTICLE I.

GENERAL PROVISIONS

Section 1.01 Governing Law – This Financial Agreement shall be governed by the provisions of (a) the Long Term Tax Exemption Law, the Act, and such other statutes as may be the sources of relevant authority, (b) the Ordinance, and (c) all other Applicable Laws. It is expressly understood and agreed that the Borough expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.02 General Definitions – The following terms shall have the meaning assigned to such term in the preambles hereof:

Act	Redevelopment Agreement
Agreement/Financial Agreement	Redevelopment Area
Land	Redevelopment Entity
Long Term Tax Exemption Law	Redevelopment Plan
Ordinance	Borough
Parties	Urban Renewal Entity
Project Area	

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Administrative Fee - As defined in Section 16.11 herein.

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to the cost of the Project pursuant to the provisions of *N.J.S.A.* 40A:20-3(c).

Allowable Profit Rate - The annual percentage rate as set forth in *N.J.S.A.* 40A:20-3(b). The provisions of *N.J.S.A.* 40A:20-3(b) are incorporated herein by reference.

Annual Gross Revenue – The annual gross revenue of the Urban Renewal Entity for space leased either to a sublessee or end user, as defined in *N.J.S.A.* 40A:20-3, specifically excluding, without limitation, extraordinary items, condemnation awards, insurance proceeds, gains from sales, transfers, or assumption of the Improvements or any part thereof, proceeds of any financing or refinancing, proceeds from any disposition of a partner or a partner's interest in the Entity or any successor entity.

Annual Service Charge – The payment by the Urban Renewal Entity pursuant to Article IV herein, which: (a) the Urban Renewal Entity has agreed to pay for municipal services supplied

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

to the Project, (b) is in lieu of any taxes on the Improvements pursuant to *N.J.S.A.* 40A:20-12, (c) shall be paid on the Annual Service Charge Payment Dates as defined herein, and (d) shall be pro rated in the year in which this Agreement begins and the year in which this Agreement terminates. The Annual Service Charge for the Project is set forth in Schedule 1, annexed hereto.

Annual Service Charge Payment Dates – With respect to the Project as a whole, February 1, May 1, August 1 and November 1 of each year commencing on the first day of the month following the Annual Service Charge Start Date and ending on the thirtieth (30th) anniversary date thereof.

Annual Service Charge Start Date – The first Annual Service Charge Payment Date occurring after the Borough issues a Certificate of Occupancy for the Project, or portion thereof, as applicable.

Applicable Law – All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Long Term Tax Exemption Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable environmental laws, applicable federal and State labor standards and all applicable laws or regulations with respect to the payment of prevailing wages.

Application – The application filed by the Urban Renewal Entity pursuant to *N.J.S.A.* 40A:20-8 with the Mayor of the Borough for a long-term tax exemption for the Project, attached hereto as Exhibit 3.

Auditor's Report – A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in *N.J.S.A.* 40A:20-3(c)(2). The contents of the Auditor's Report shall be prepared in conformity with generally accepted accounting principles. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant licensed to practice that profession in the State.

Certificate of Completion – A certificate or certificates, issued by the Borough authorizing occupancy of a building, in whole or in part, and certifying that the Urban Renewal Entity has performed its duties and obligations under the Redevelopment Agreement and the Redevelopment Plan with respect to the Project.

Certificate of Occupancy – A permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code, is issued by the Borough authorizing occupancy of a building, in whole or in part upon Completion (hereinafter defined), of each phase of the Project, pursuant to *N.J.S.A.* 52:27D-133.

Change in Law – The enactment, promulgation, modification or repeal of or with respect to Applicable Law, including without limitation, the Long Term Tax Exemption Law, the Act or other similar statute with respect to the matters addressed by the terms of this Financial Agreement and/or the transactions contemplated hereby.

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

Chief Financial Officer – The Borough's chief financial officer.

Completion, Complete or Completed – With respect to the Project, (a) all work related to the Project in its entirety or any other work or actions to which such term is applied has been completed, acquired and/or installed in accordance with the Redevelopment Agreement and in compliance with Applicable Laws so that (i) the Project in its entirety may, in all respects, be used and operated under the applicable provisions of the Redevelopment Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed; (b) all permits, licenses and approvals that are required in order that a Certificate of Completion can be issued for the Project in its entirety or such other work or action to which such term is applied are in full force and effect; and (c) such "completion" has been evidenced by a written notice provided by the Urban Renewal Entity with respect to the Project, which determination is reasonably acceptable to the Borough.

County – The County of Middlesex.

County Share – As defined in Section 16.06 herein.

Default – A breach of or the failure of either Party to perform any obligation imposed upon such Party by the terms of this Agreement, or under Applicable Law, beyond any applicable grace or cure periods.

Exhibit(s) – Any exhibit attached hereto which shall be deemed to be a part of this Financial Agreement, as if set forth in full in the text hereof.

Financial Plan – The financial plan for the development of the Project, as attached to the Application.

Improvements – Any building, structure or fixture permanently affixed to the Land as part of the Project, recognized and exempted from taxation under this Agreement, but not the Land.

In Rem Tax Foreclosure – A summary proceeding by which the Borough may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by *N.J.S.A.* 54:5-1 *et seq*.

Land – The real property, but not the Improvements, known as Block 318, Lots 1.01, 4.02, 19, 21, 38.01 and 48, on the tax maps of the Borough, and more particularly described by the metes and bounds description set forth as Exhibit 1 of this Agreement.

Land Taxes – The amount of taxes assessed on the value of Land, on which the Project is located.

Land Tax Payments – Payments made on the quarterly due dates for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Material Conditions – The conditions set forth in Section 4.06 herein.

Net Profit – The annual Gross Revenue of the Urban Renewal Entity pertaining to the Project less all operating and non-operating expenses of the Urban Renewal Entity, all determined in accordance with generally accepted accounting principles and the provisions of *N.J.S.A.*

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40A:20-3(c). Without limiting the foregoing, included in expenses shall be payments of principal and interest made by the Urban Renewal Entity in an amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost over the term of the abatement granted pursuant to this Agreement as well as all other expenses permitted under the provisions of *N.J.S.A.* 40A:20-3(c).

Project – As defined in the recitals.

State – The State of New Jersey.

Substantial Completion – The date the work related to the Project, or phase thereof, is sufficiently complete in accordance with the Redevelopment Plan and the Redevelopment Agreement so that the Urban Renewal Entity can occupy or utilize the Project, or portion thereof, for the use for which it is intended. This date shall be confirmed by a certificate of Substantial Completion signed by the Urban Renewal Entity.

Tax Assessor – The Borough tax assessor.

Tax Collector – The Borough tax collector.

Tax Sale Law – *N.J.S.A.* 54:5-1 *et seq*., as the same may be amended or supplemented from time to time.

Term – As defined in Section 3.01 of this Agreement.

Termination – The expiration of the Term of this Agreement in accordance with Section 3.01 hereof or any action or omission, including Default, which by operation of the terms of this Financial Agreement shall cause the Urban Renewal Entity to relinquish its tax exemption.

Total Project Cost – The total cost of construction of the Project through the date a Certificate of Occupancy is issued for the entire Project, which categories of cost are as defined in *N.J.S.A.* 40A:20-3(h). There shall be included in Total Project Cost the actual costs incurred to construct and/or rehabilitate the Improvements which are specifically described and estimated in the Application.

Transferee – As defined in Section 9.01 herein.

Transferee Agreement – As defined in Section 9.01 herein.

Section 1.03 Interpretation and Construction - In this Financial Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Financial Agreement, refer to this Financial Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of execution and delivery of this Financial Agreement.

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(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Financial Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Financial Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be more than twenty (20) days, unless the context dictates otherwise.

(g) This Financial Agreement shall become effective upon its execution and delivery by the parties hereto, after adoption of the Ordinance.

(h) All exhibits referred to in this Financial Agreement and attached hereto are incorporated herein and made part hereof.

ARTICLE II.

BASIS OF AGREEMENT

Section 2.01 Grant of Tax Exemption - The Borough hereby grants its approval for a tax exemption for the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of Applicable Law, which Improvements shall be constructed and/or renovated on the Land in the Redevelopment Area.

Section 2.02 Representations of Urban Renewal Entity - The Urban Renewal Entity represents that its Certificate of Formation as attached hereto as Exhibit 4 contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the State Department of Community Affairs, and has been filed with, as appropriate, the State Department of Treasury, all in accordance with *N.J.S.A.* 40A:20-5.

Section 2.03 Improvements to be Constructed - The Urban Renewal Entity represents that it will construct the Project in accordance with the Redevelopment Plan and the Redevelopment Agreement, the final site plan approvals ("Final Site Plan Approvals") and Applicable Law, the use of which is more specifically described in the Application.

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Section 2.04 Construction Schedule - The Urban Renewal Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Redevelopment Agreement.

Section 2.05 Ownership, Management and Control - The Urban Renewal Entity represents that on or before the commencement of construction of the Project as set forth herein, it will be the owner of the Land upon which the Project is to be constructed and which is the subject of this Agreement.

Section 2.06 Financial Plan - The Urban Renewal Entity represents that the Improvements shall be financed in accordance with the Financial Plan. The Financial Plan sets forth estimated Total Project Cost, amortization rate on Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.07 Force Majeure - For the purposes of any of the provisions of this Agreement, neither the Borough nor the Entity shall be considered in breach of, or in default with respect to its obligations hereunder (other than with respect to the Entity's obligation to pay Land Taxes, or Annual Service Charge, as applicable, which obligation shall be paid as and when due without regard to this Section) because of any enforced delay in the performance of such obligations arising from causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, "Force Majeure" events as defined in the Redevelopment Agreement, including but not limited to remediation related interruption, failure, or delay encountered due to unforeseen conditions or unanticipated results of actions taken in the course of dealing with contamination, litigation or other dispute resolution proceedings with respect to the Project or this Agreement, and actions or inactions by any federal, state or local governmental or quasi-governmental authority with respect to the governmental approvals or the development of the Project, if such actions or inactions are not caused by the Entity. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Borough or the Entity shall be extended for the period of the enforced delay.

ARTICLE III.

DURATION OF AGREEMENT

Section 3.01 Term - It is understood and agreed by the Parties that this Agreement, including the obligation to pay the Annual Service Charge required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall remain in full force and effect for the earlier of (i) thirty-five (35) years from the date of execution hereof, or (ii) thirty (30) years from the Annual Service Charge Start Date for the Project (the "Term"). The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a qualified corporation, association or other urban renewal entity formed and operating under the Long Term Tax Exemption Law, except for permitted conveyances as stated in Section 9.01of this Financial Agreement. Upon Termination, the tax exemption for the Project shall expire and the Improvements shall thereafter be assessed and taxed according to the general law then applicable to other non-exempt property in the Borough. Upon

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Termination, all restrictions and limitations upon the Urban Renewal Entity shall terminate upon the Urban Renewal Entity's rendering and the Borough's acceptance of its final accounting, pursuant to *N.J.S.A.* 40A:20-13.

ARTICLE IV.

ANNUAL SERVICE CHARGE

Section 4.01 Consent of Urban Renewal Entity to Annual Service Charge - The Urban Renewal Entity hereby irrevocably consents and agrees to the amount of Annual Service Charge, and the Urban Renewal Entity shall not contest the validity or amount of the Annual Service Charge (unless there is an error in the calculation of such amount).

Section 4.02 Quarterly Installments – The Urban Renewal Entity agrees that payment of the Annual Service Charge shall be paid to the Borough on a quarterly basis on February 1, May 1, August 1, and November 1 of each year commencing on the Annual Service Charge Start Date. In the event that the Urban Renewal Entity fails to timely pay any installment, the entire amount past due on the Land shall bear until paid the highest rate of interest permitted to be assessed under applicable State law against delinquent taxpayers in the case of unpaid taxes or tax liens, which interest rate is currently 18%.

Section 4.03 Annual Service Charge Amount – As provided in the Long Term Tax Exemption Law, the Annual Service Charge shall be based on a percentage of the Annual Gross Revenue and shall adjust in stages as set forth in Section 4.04; provided however that the Urban Renewal Entity has agreed to a minimum Annual Service Charge as set forth in Schedule 1 attached hereto (the "Minimum Annual Service Charge"). The Annual Service Charge is in lieu of any and all other municipal real estate taxes on the Project (not the Land) pursuant to *N.J.S.A.* 40A:20-12.

Section 4.04 Schedule of Staged Adjustments

The Annual Service Charge shall be reviewed and, if and as necessary, adjusted in stages over the term of this Agreement in accordance with N.J.S.A. 40:20-12(b) as follows:

(a) Stage One (years 1-15): For each of the first fifteen (15) years following the Commencement Date, the Annual Service Charge shall be the Minimum Annual Service Charge.

(b) Stage Two (years 16-21): The Annual Service Charge shall be an amount equal to the greater of the Minimum Annual Service Charge or 20% of the amount of the taxes otherwise due on the value of the Project Site and Project Improvements;

(c) Stage Three (years 22-27): The Annual Service Charge shall be an amount equal to the greater of the Minimum Annual Service Charge or 40% of the amount of the taxes otherwise due on the value of the Project Site and Project Improvements;

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(d) Stage Four (years 28-29): The Annual Service Charge shall be an amount equal to the greater of the Minimum Annual Service Charge or 60% of the amount of the taxes otherwise due on the value of the Project Site and Project Improvements;

(e) Final Stage (year 30): The Annual Service Charge shall be an amount equal to the greater of the Minimum Annual Service Charge or 80% of the amount of the taxes otherwise due on the value of the Project Site and Project Improvements.

Section 4.05 Payment of Annual Service Charge - In consideration of the exemption from taxation for the Improvements, the Urban Renewal Entity or any successor, as applicable, shall pay the Annual Service Charge, to the Borough on the Annual Service Charge Payment Dates as set forth below:

(a) Upon the issuance of a Certificate of Occupancy for the Improvements, or any portion thereof, the Urban Renewal Entity shall be responsible for the payment of the Annual Service Charge applicable to such Improvements on the respective Annual Service Charge Payment Dates. In the event that the Urban Renewal Entity fails to timely pay any installment, the amount past due shall bear until paid the highest rate of interest permitted to be assessed under applicable State law against delinquent taxpayers in the case of unpaid taxes or tax liens. The Urban Renewal Entity shall be responsible for the Annual Service Charge due with respect to all Improvements for which a Certificate of Occupancy has been issued, regardless of the whether same has been leased.

(b) Upon the transfer of title to the Improvements, or any portion thereof for which a Certificate of Occupancy has been issued, the respective Transferee will be responsible for the payment of the Annual Service Charge applicable to such Improvements, as provided for in Section 4.04. In the event that a Transferee fails to timely pay any installment, the amount past due shall bear until paid the highest rate of interest permitted to be assessed under applicable State law against delinquent taxpayers in the case of unpaid taxes or tax liens.

In no event shall the Annual Service Charge be less than the amount of the total taxes levied against all the real property in the Redevelopment Area in the last full year in which the Redevelopment Area was subject to conventional taxation.

Section 4.06 Material Conditions - It is expressly agreed and understood that all payments of Land Taxes, Annual Service Charges and any interest payments, penalties or costs of collection due thereon, are material conditions of this Financial Agreement. If any other term, covenant or condition of this Financial Agreement or the Application, as to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

Section 4.07 No Reduction in Payment of the Annual Service Charge - Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Sections 4.02 and 4.04 hereof shall be reduced, amended or otherwise modified during the Term of this

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Agreement, through any tax appeal on the Improvements or otherwise; provided, however, that the foregoing shall not prohibit the Entity from appealing land and/or improvement assessment and taxes applicable to the Project as may be then assessed at any time during the term of this Financial Agreement.

Section 4.08 Security for Payment of Annual Service Charge - In order to secure the full and timely payment of the Annual Service Charge, the Borough reserves the right to prosecute an In Rem Tax Foreclosure action against the Improvements and the Land as more fully set forth in this Agreement.

Section 4.09 Assessment of Land Taxes - Land Taxes shall be separately assessed for the Land and paid, and shall be assessed only on the lots that make up the Land, without regard to any Improvements or increase in fair market value to the Land because of the Improvements.

Section 4.10 Land Tax Credit - Pursuant to *N.J.S.A.* 40A:20-12b(2)(e), the Urban Renewal Entity shall, in each subsequent year after the Annual Service Charge Start Date, be entitled to a credit against the Annual Service Charge for the amount, without interest, of the Land Tax Payments paid by the Urban Renewal Entity (or Transferee, as applicable) in the last four preceding quarterly installments. If there has been a subdivision, the credit shall be equal to the amount of the Land Tax paid with respect to the subdivided lot based on the proportionate share of Land Tax attributable to the subdivided lot on which the Improvements have been completed.

ARTICLE V.

INTENTIONALLY OMITTED

ARTICLE VI.

INTENTIONALLY OMITTED

ARTICLE VII.

CERTIFICATE OF OCCUPANCY

Section 7.01 Certificate of Occupancy - It is understood and agreed that it shall be the obligation of the Urban Renewal Entity to obtain all Certificates of Occupancy in a reasonably timely manner after the Urban Renewal Entity has satisfied all requirements to secure such Certification of Occupancy.

Section 7.02 Filing of Certificate of Occupancy - It shall be the primary responsibility of the Urban Renewal Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

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Notwithstanding the foregoing, the filing of any Certificate of Occupancy shall not be a prerequisite for any action taken by the Borough, including, if appropriate, retroactive billing with interest to collect any charges due hereunder.

ARTICLE VIII.

ACCOUNTING, REPORTS, CALCULATIONS

Section 8.01 Accounting System - The Urban Renewal Entity agrees to calculate its "Net Profit" pursuant to *N.J.S.A.* 40A:20-3(c).

Section 8.02 Periodic Reports -

(a) Auditor's Report: if the Urban Renewal Entity is still responsible to pay any portion of the Annual Service Charge (*i.e.* if a portion of the Project has not been divided into units and sold to Transferees), within ninety (90) days after the close of each fiscal or calendar year depending on the Urban Renewal Entity's accounting basis that this Agreement shall continue in effect, the Urban Renewal Entity shall submit to the Borough Council, the Tax Collector and the Borough Clerk, who shall advise those municipal officials required to be advised, and the Division of Local Government Services in the State Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The report shall clearly identify and calculate the Net Profit for the Urban Renewal Entity during the previous year. The Urban Renewal Entity assumes all costs associated with preparation of the periodic reports.

(b) Disclosure Statement: if the Urban Renewal Entity is still responsible to pay any portion of the Annual Service Charge (*i.e.* if a portion of the Project has not been divided into units and sold to Transferees), on each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest in the Project from the prior year's filing, the Urban Renewal Entity shall submit to the Borough Council, the Tax Collector and the Borough Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the Borough may request from time to time.

Section 8.03 Inspection - The Urban Renewal Entity shall, upon request, permit inspection of its Land, equipment, fixtures, buildings and other facilities of the Project and, also permit examination and audit of its books, contracts, records, documents and papers with respect to the Project, by authorized representatives of the Borough and the State pursuant to *N.J.S.A.* 40A:20-9(e). To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

Section 8.04 Limitation on Profits and Reserves - During the period of tax exemption as provided herein, the Urban Renewal Entity shall be subject to a limitation of its profits pursuant to the provisions of *N.J.S.A.* 40A:20-15. Pursuant to *N.J.S.A.* 40A:20-3(c), this calculation is completed in accordance with generally accepted accounting principles.

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The Urban Renewal Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to ten percent (10%) of the Annual Gross Revenues of the Urban Renewal Entity for the last full fiscal year preceding the current year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in *N.J.S.A.* 40A:20-15. The reserve is to be noncumulative.

Section 8.05 Payment of Dividend and Excess Profit Charge - In the event the Net Profits of the Urban Renewal Entity, in any fiscal year, shall exceed the Allowable Net Profits for such period, then the Urban Renewal Entity, within ninety (90) days after the end of such fiscal year, shall pay such excess Net Profits to the Borough as an additional service charge; provided, however, that the Urban Renewal Entity may maintain a reserve as determined pursuant to aforementioned Section 8.04. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to *N.J.S.A.* 40A:20-3(c) and 40A:20-15.

Section 8.06 Calculation of Gross Revenue and Net Profit - There is expressly excluded from calculation of Annual Gross Revenue and from Net Profit as set forth in *N.J.S.A.* 40A:20-3 for the purpose of determining compliance with *N.J.S.A.* 40A:20-15 or *N.J.S.A.* 40A:20-16, any gain realized by the Urban Renewal Entity on the sale of any subdivided and/or transferred unit, whether or not taxable under federal or State law.

Pursuant thereto, the calculation of Net Profit shall be cumulative for the period commencing on the date on which the construction of the unit or project is completed, and terminating at the close of the fiscal year of the entity preceding the date on which the computation is made, with any negative amounts of profit from prior years being carried forward and included in the accumulated excess profit calculation consistent with City of Newark vs. First Newark Gateway Urban Renewal Association, Docket No. ESX-L-1160-91 (NJ Super. Law Div. August 8, 1994.

Section 8.07 For the purpose of determining compliance with N.J.S.A. 40A:20-15, the calculation of an Entity's "excess net profits" shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the financial agreement as provided for in N.J.S.A. 40A:20-3(h).

ARTICLE IX.

ASSIGNMENT AND/OR ASSUMPTION, CONVEYANCE

Section 9.01 Approval to Sale of Project by Urban Renewal Entity Formed and Eligible to Operate Under Law – As permitted by *N.J.S.A.* 40A:20-10, it is understood and agreed that the Borough, on written application by the Urban Renewal Entity, shall consent, to a sale of the Project and the transfer of this Agreement provided (a) the transferee Urban Renewal Entity ("Transferee") does not own any other Project subject to long term tax exemption at the time of transfer; (b) the Transferee is formed and eligible to operate under the Long Term Tax Exemption Law; (c) the Urban Renewal Entity is not then in Default of this Agreement or in violation of Applicable Law; (d) the Urban Renewal Entity's obligations under this Agreement are fully assumed by the Transferee in a duly executed written instrument or document satisfactory to Borough, including but not limited to a new financial agreement incorporating all the terms of this Financial

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Agreement for the period remaining on the tax exemption applicable to the Project or portion thereof transferred (the "Transferee Agreement"); (e) the Transferee abides by all terms and conditions of this Agreement including, without limitation, the filing of an application pursuant to *N.J.S.A.* 40A:20-8, and any other terms and conditions of the Borough in regard to the Project. Upon such a transfer and the execution of a Transferee Agreement, the tax exemption provided for herein shall continue and inure to the Transferee and his/her successors and/or assigns. Nothing contained herein shall prohibit any transfer of any ownership interest in the Entity itself provided that the transfer is disclosed to the Borough Council in the next Auditor's Report or in correspondence sent to the Borough Clerk in advance of the next Auditor's Report.

If the Entity transfers the Improvements to another urban renewal entity, and the transferee entity has assumed all of the Entity's contractual obligations under this Agreement, then, pursuant to N.J.S.A. 40A:20-6, the Entity shall be discharged from any further obligation under this Agreement and shall be qualified to undertake another project pursuant to the LTTE Law. During the time when the Entity owns the Project, the transferee entity shall be obligated to pay excess profits of the transferee entity to the Borough in accordance with the provisions of N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16, whichever may apply. Within ninety (90) days after the close of the Entity's fiscal year, which shall be considered the date of transfer of title for purposes of this paragraph, during the time when the Entity owns any portion of the Project, the Entity shall pay to the Borough the amount of the reserve, if any, maintained by it pursuant to this Agreement, as well as any excess profit payable to the Borough pursuant to this Agreement and N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16, whichever may apply.

Section 9.02 Subordination of Fee Title -

(a) It is expressly understood and agreed that the Urban Renewal Entity has the right, subordinate to the lien of the Annual Service Charge and to the rights of the Borough hereunder, to encumber and/or lease and/or assign the fee title to the Project Area and/or Project to a financial institution in connection with the undertaking of the Financial Plan, and that any such encumbrance, lease or assignment shall not be deemed to be a violation of this Financial Agreement.

(b) Without limiting the generality (a) above, if the Entity shall default in any of its obligations hereunder, the Borough shall give notice of such default to the secured parties and the Borough agrees that, in the event such default is not waived by the Borough or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the Borough will provide the secured parties a reasonable period of time to cure such Default, but in any event not more than ten (10) days from the date of such notice to the secured parties with regard to a failure of the Entity to pay the Annual Service Charge or Land Taxes and not more than thirty (30) days from the date the Entity was required to cure any other default. It is the obligation of the Urban Renewal Entity to provide the address and contact information of any secured party. If such information has not been provided the Borough has no obligation to notify any secured party, and no additional cure period set forth in this section shall be provided.

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ARTICLE X.

INTENTIONALLY OMITTED

ARTICLE XI.

NOTICES

Section 11.01 Notice - Formal notices, demands and communications between and among the Borough and the Urban Renewal Entity shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice. Copies of all notices, demands and communications shall be sent as follows:

If to the Borough:

Borough of Middlesex
Municipal Building
1200 Mountain Avenue
Middlesex, New Jersey 08846
Attn: Borough Clerk
Fax No. ( ) _____
E-mail: lchismar@middlesexboro-nj.gov

With copies to:

GluckWalrath LLP
4 Paragon Way, Suite 400
Freehold, New Jersey 07728
Christopher M. Walrath, Esq.
Fax No. (732) 530-6770
E-mail: cwalrath@glucklaw.com

And to:

Ventura, Miesowitz, Keough & Warner, P.C.
783 Springfield Avenue
Summit, New Jersey 07901
Attn: Steven K. Warner, Esq.
Fax No. (908) 277-1374
E-mail: swarner@summitlawyers.net

If to Urban Renewal Entity:

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CP Middlesex Urban Renewal LLC
c/o Claremont Companies
49 Route 202, P.O. Box 808
Far Hills, New Jersey 07931
Attn: Jeff Bastow
Fax No. ( ) _____
E-mail: jbastow@claredev.com

With copies to:

Laurie E. Meyers, Esq.
Wilentz, Goldman & Spitzer, PA
90 Woodbridge Center Drive, Suite 900
P.O. Box 10
Woodbridge, New Jersey 07095
Email: lmeyers@wilentz.com

ARTICLE XII.

COMPLIANCE BY ENTITY WITH LAW

Section 12.01 Statutes and Ordinances - The Urban Renewal Entity hereby agrees at all times prior to the expiration or other Termination of this Financial Agreement to remain bound by the provisions of Applicable Law, including, but not limited to, the Long Term Tax Exemption Law. The Urban Renewal Entity's failure to comply with such statutes or ordinances shall constitute a violation and breach of the Financial Agreement.

ARTICLE XIII.

CONSTRUCTION

Section 13.01 Construction - This Financial Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Urban Renewal Entity and the Borough have combined in their review and approval of same.

ARTICLE XIV.

INDEMNIFICATION

Section 14.01 Indemnification - The Urban Renewal Entity shall indemnify and hold the Borough harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from any breach, Default or a violation by the Entity of any of the provisions of this Agreement and/or the provisions of the Long Term Exemption Law, *N.J.S.A.*

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40A:20-1 *et seq.*, except for that which results from any negligence or intentional misconduct of the Borough, its officials, employees or agents, or by the Borough's breach or Default. The Urban Renewal Entity shall defend the suit at its own expense. However, the Borough maintains the right to intervene as a party thereto, to which intervention the Urban Renewal Entity hereby consents, the expense thereof to be borne by the Urban Renewal Entity. Unless otherwise required by the Borough, to the extent practical and ethically permissible, the Urban Renewal Entity's attorneys shall jointly defend and represent the interest of the Borough and the Urban Renewal Entity as to all claims indemnified in connection with this Agreement. This indemnity shall survive termination of this Agreement.

ARTICLE XV.

DEFAULT

Section 15.01 Default - Default shall be failure of a Party to conform to the terms of this Agreement and failure of a Party to perform any obligation imposed upon such Party by Applicable Law beyond any applicable notice, cure or grace period.

Section 15.02 Cure Upon Default - Should a Party be in Default of any obligation under this Agreement, the other Party shall notify the defaulting Party and any mortgagee, if applicable, in writing of said Default. It shall be the obligation of the Urban Renewal Entity to inform the Borough of any mortgagee to be afforded notice. Said notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the defaulting Party shall have sixty (60) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge, which default must be cured within ten (10) days) .

However, if the Default or violation is one which cannot be completely remedied within such 60 day period (other than a Default in payment of any installment of the Annual Service Charge), it shall not be a Default as long as the defaulting party has commenced the cure within the sixty (60) day period after receipt of the notice and is proceeding with due diligence to remedy the same as soon as practicable but in no event later than the later of: (a) one hundred twenty (120) days after such written notice, or (b) a date agreed to by the Parties, to reach compliance.

Section 15.03 Remedies for Default - (a) In the event of any uncured Default by the Borough, the Urban Renewal Entity may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance, but in no event shall the Borough be responsible for damages.

(b) In the event of any uncured Default by the Urban Renewal Entity, the Borough may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance, but in no event shall the Urban Renewal Entity be responsible for damages. No Default hereunder by the Urban Renewal Entity shall terminate the long term tax exemption (except as described herein) and its obligation to make Annual Service Charges, which shall continue in effect for the duration set forth in Section 3.01 hereof and subject to Section 15.06 hereinafter.

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

Section 15.04 Arbitration - In the event of a breach of this Agreement by either of the Parties or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, then the Parties shall submit the dispute to the American Arbitration Association in the State to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of said laws. Costs for said arbitration shall be paid by the non-prevailing Party.

Section 15.05 Default in the Payment of Annual Service Charge - Upon any Default by the Urban Renewal Entity in payment of any installment of the Annual Service Charge, the Borough, in addition to their other remedies, reserves the right to proceed against the Project in the manner provided by Applicable Law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on Land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on Land. In either case, however, the Urban Renewal Entity does not waive any defense it may have to contest the rights of the Borough to proceed in the above-mentioned manner.

Section 15.06 Remedies Upon Default Cumulative; No Waiver - Subject to the provisions of Article XV and the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the Parties, and all rights and remedies granted by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Borough of any of their remedies or actions against the Urban Renewal Entity because of Urban Renewal Entity's failure to pay Land Taxes, the Annual Service Charge and/or any applicable water and sewer charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charges or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

Section 15.07 Termination Upon Default - In the event either Party fails to cure or remedy a Default within the time period provided in Section 15.02, the non-defaulting Party may terminate this Agreement by notice.

Upon any Default in payment of any installment of the Annual Service Charge not cured within ten (10) days following notice, the Borough in its sole discretion shall have the right to immediately exercise the following remedies: (a) terminate this Agreement, at which time: the Improvements on the Land shall be subject to conventional taxation and the Annual Service Charge throughout the Term hereof shall become immediately due and payable from the proceeds of an In Rem tax foreclosure action against the Land. The Borough, as a courtesy, will attempt to give the Urban Renewal Entity and any mortgagee of the Urban Renewal Entity notice of the intention to exercise its remedies but failure to file such notice shall not affect such exercise in any way.

Section 15.08 Final Accounting - Within ninety (90) days after the date of Termination, the Urban Renewal Entity shall provide a final accounting and pay to the Borough the reserve, if any, pursuant to the provisions of *N.J.S.A.* 40A:20-13 and 15 as well as any excess Net Profits.

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

For purposes of rendering a final accounting the Termination of the Agreement shall be deemed to be the end of the fiscal year for the Urban Renewal Entity.

Section 15.09 Conventional Taxes - Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Borough.

ARTICLE XVI.

MISCELLANEOUS

Section 16.01 Financial Agreement Controlling - The Parties agree that in the event of a conflict between (i) the Application and this Financial Agreement or (ii) the Redevelopment Agreement and this Financial Agreement, the provisions of this Financial Agreement shall govern and be controlling.

Section 16.02 Oral Representations - There have been no oral representations made by either of the Parties hereto which are not contained in this Financial Agreement (except as within other agreements referenced herein). This Financial Agreement, the Ordinance and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties and delivered to each of them.

Section 16.03 Entire Document - All conditions in the Ordinance are incorporated in this Agreement and made a part hereof.

Section 16.04 Good Faith - In their dealings with each other, the Parties agree that they shall act in good faith.

Section 16.05 Municipal Services - The Urban Renewal Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for the Land Taxes and Annual Service Charge, as required by law. Nothing herein is intended to release the Urban Renewal Entity from its obligation to make such payments.

Section 16.06 Annual Service Charge Paid to County - Pursuant to *N.J.S.A.* 40A:20-12, the Borough shall remit upon receipt five percent (5%) of the Annual Service Charge to Middlesex County (the "County Share").

Section 16.07 Financing Matters - The financial information required by the final paragraph of *N.J.S.A.* 40A:20-9 are set forth in the Application.

Section 16.08 Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16.09 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties.

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

Section 16.10 Certification - The Borough Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A.* 40A:20-12, that a Financial Agreement with the Urban Renewal Entity, for the development of the Land has been entered into and is in effect as required by *N.J.S.A.* 40A:20-1, *et seq.* Delivery by the Borough Clerk to the Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon certification as required hereunder and upon the Annual Service Charge Start Date the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Borough Clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the Tax Assessor has been duly notified by the Borough Clerk that the exemption has been terminated.

Further, upon the adoption of this Financial Agreement, a certified copy of the Ordinance shall forthwith be transmitted to the Director of the Division of Local Government Services by the Borough Clerk.

Section 16.11 Administrative Fee - The Urban Renewal Entity shall pay annually an administrative fee (the "Administrative Fee") to the Borough in addition to the Annual Service Charge. The Administrative Fee shall be computed as two percent (2%) of the Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge. In the event the Entity fails to pay the Administrative Fee when due and owing, the amount unpaid shall bear the highest rate of interest permitted under applicable State law in the case of unpaid taxes or tax liens until paid.

Section 16.12 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 16.13 Choice of Laws - This Agreement shall be governed by the laws of the State of New Jersey without regard for the conflicts of law or choice of laws provisions thereof, with jurisdiction and venue in Middlesex County, New Jersey.

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

EXHIBITS AND SCHEDULES

The following Schedule and Exhibits are attached hereto and incorporated herein as if set forth at length herein:

Schedules

1. Minimum Annual Service Charge

Exhibits

1. Legal Description of the Project;

2. Ordinance of the Borough authorizing the execution of this Agreement;

3. The Application with Exhibits;

4. Certificate of Formation for Urban Renewal Entity;

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

IN WITNESS WHEREOF, the Parties have caused this Financial Agreement to be executed as of the day and year first above written.

ATTEST:

_____
Borough Clerk

BOROUGH OF MIDDLESEX

By: _____
Name:
Title: Mayor

WITNESS:

_____
Name:
Title:

CP MIDDLESEX URBAN RENEWAL LLC

By: _____
Name:
Title:

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

STATE OF NEW JERSEY)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of ___, 2020, by CP Middlesex Urban Renewal LLC, a New Jersey limited liability company, by _____, its _____, on behalf of the company.

_____
Notary Public

Commission Expiration: _____

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

STATE OF NEW JERSEY)

)

COUNTY OF MIDDLESEX)

I certify that on the ___ day of ___, 2020, _____ personally appeared before me, the subscriber, and acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of Middlesex Borough, the municipal corporation and body politic, named in this document; (b) this person is the attesting witness to the signing of this document by the proper officer who is _____, the Mayor of Middlesex Borough; (c) this document was signed and delivered by Middlesex Borough as its voluntary act duly authorized by a proper resolution of the Middlesex Borough Council; (d) this person knows the proper seal of Middlesex Borough which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

_____

Signed and sworn to before me this
day of , 2020.

_____

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

SCHEDULE 1

Minimum Annual Service Charge

Calculation of Minimum Annual Service Charge

The Minimum Annual Service Charge in any year shall be the amount equal to the greater of:

10% of Annual Gross Revenue; or

$1.36 per square foot of gross floor area of the buildings constituting the Project

Adjustment of Mimimum Annual Service Charge Amount

The total amount set forth above will be adjusted on each anniversary of the Annual Service Charge Start Date (each and "Adjustment Date") until this Agreement is terminated. The Minimum Annual Service Charge shall be increased on each Adjustment Date by an amount equal to the sum of: (i) a dollar amount equal to the increase in the non-municipal/library portion of the Land Taxes (the "Non-Municipal Land Tax Component") provided that such increase shall not exceed 3% of the Minimum Annual Service Charge ("Land Tax Adjustment Cap"), and provided further that any unused portion of the Land Tax Adjustment Cap shall be carried over to future years*; and, (ii) an amount based upon a percentage increase in property taxes on the property as if it were subject to regular taxation with a minimum annual increase of 1% and maximum annual increase of 3% of the prior year's Minimum Annual Service Charge.

_____

Examples: (1) If the Non-Municipal Land Tax Component increased in year 2 by $5,000.00, the dollar increase in the Land Tax Adjustment would be the lesser of: (i) $5,000; or, (ii) 3% of the Minimum Annual Service Charge. If the $5,000.00 increase is equal to or greater than 3% there is no carryover into year 3. **(2)** If the Non-Municipal Land Tax Component increased in year 2 by $1,000.00, which resulted in an increase in year 2 of 1%, and if the Non-Municipal Land Tax Component increased by $20,000.00 in year 3 which would generate a 6% increase, the Land Tax Adjustment Cap in year 3 would be 5% (i.e. the unused cap of 2% from year 2 plus 3% cap in year 3) and there is no carryover into year 4. **(3)** If the Non-Municipal Land Tax Component increased by an amount that would be equal to a 1% increase in the Minimum Annual Service Charge in each of years 2, 3, 4 and 5, then the increases in each of those years is 1%, and if the Non-Municipal Land Tax Component increased by an amount that would generate an 11% increase in the Minimum Annual Service Charge in year 6 the increase in year 6 shall be 11% (i.e. the unused cap of 2% from years 2, 3, 4 and 5, plus 3% cap in year 6.

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

EXHIBIT 1

Legal Description of Project Area

[Attached]

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

EXHIBIT 2

Ordinance Authorizing the Execution of this Agreement

[Attached]

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

EXHIBIT 3

Application with Exhibits

[Attached]

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

EXHIBIT 4

Certificate of Formation of Urban Renewal Entity

[Attached]

Attachment: Financial Agreement.Claremont Middlesex Borough.GW.v2 (00223009xE471A) (2011-20 : Claremont Financial Agreement)

ORDINANCE #2012-20

AN ORDINANCE AMENDING CHAPTER 317 ENTITLED "PROPERTY MAINTENANCE" SECTIONS 317-14 TO ADOPT A MUNICIPAL REMEDY PROVISION PERMITTING THE BOROUGH TO REDRESS PROPERTY MAINTENANCE VIOLATIONS BY COUNCIL RESOLUTION AFTER NOTICE AND HEARING

WHEREAS, it is the desire of the Borough Council of the Borough of Middlesex to amend and revise the Borough's current ordinance for remediation of property maintenance violations; and

WHEREAS, it is the Borough Council's specific intention to amend Chapter 317 to include an additional remedy whereby the Borough, itself, may authorize the removal or compliance after the owner or tenant has been duly noticed and provided the opportunity to be heard in accordance with due process principles; and

BE IT ORDAINED, by the Borough Council of the Borough of Middlesex in the County of Middlesex and State of New Jersey that Chapter 317 of the Municipal Code of the Borough of Middlesex, County of Middlesex, State of New Jersey be and is hereby amended as follows:

Section I

Chapter 317, Section 317-14 is hereby amended as follows (bold and underlined text is to be added while strikethrough text is to be removed):

Noncompliance; municipal civil remedy; service of notice; public hearing; charge to become lien; <https://ecode360.com/10336129>

In accordance with N.J.S.A. 40:48-2.13, **when** any owner or tenant of lands ~~who~~ has neglected or refused to remove or destroy brush, weeds, dead and dying trees, stumps, roots, obnoxious growth, filth, garbage, trash and debris after having been duly noticed to remove same, within the manner and time provided, **the Borough, itself, as an additional remedy, may see to removal or compliance by utilizing the procedures set forth herein.** ~~shall be charged for the removal or destruction of same by the Borough, which at its option may remove or destroy the violation in order to preserve the health, safety and general welfare or to eliminate a fire hazard and said charge shall become a lien upon such lands and shall be added to and become and form part of the taxes next to be assessed and levied upon such lands. Such a lien shall bear interest at the same rate as the taxes and shall be collected and enforced by the Tax Collector.~~

A. If such removal or compliance does not occur because the owner or tenant has refused or neglected or otherwise determined not to remove or comply, despite the notice of violation as set forth in § 317-13, the Borough may proceed to remediate the condition itself and authorize the investigating Borough official to effect removal or compliance subject to the due process procedure delineated herein.

B. The property owner or tenant shall be entitled to a hearing before the Borough

Council. Service, duly noticed, of this hearing shall be made upon such owner, lessor or its agent by the Borough. This service of notice, provided to the owner, lessor, and adjacent property owners/tenants or their authorized agent, shall state the remediation action which may be taken by the Borough Council at that meeting. The notice shall also include a Notice of Lien indicating the cost to be incurred by the Borough to fully remediate the violation with said cost to be charged against the dwelling or lands.

C. In the event of an inability to serve the owner, lessor or agent, after reasonable effort, pursuant to N.J.S.A. 40:48-2.12, sufficient notice shall be deemed to have been given if such notice is posted on the premises in a conspicuous place.

D. Within 30 days of receipt of this service of notice or any extension of time granted thereto by the Borough Council, a public hearing shall be held by the Borough Council, at which time, after the presentation of evidence by the appropriate Borough official and the property owner/tenant, it may, if the evidence warrants it, adopt a resolution authorizing the remediation of the condition.

E. Pursuant to resolution, a lien shall be added to and become and form part of the taxes next to be assessed and levied upon such lands. Such a lien shall bear interest at the same rate as the taxes and shall be collected and enforced by the Tax Collector.

Section II

All ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III

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

Section IV

This ordinance shall take effect upon adoption and publication in the manner required by New Jersey general law but, in no event, less than 20 days after its final passage by the Borough Council and approval by the Mayor, where such approval is required pursuant to N.J.S.A. 40:69A-181(b).

I Hereby Certify that the above Ordinance was introduced by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

INTRODUCED: October 27, 2020

DATE OF PUBLICATION:
OF INTRODUCTION

ORDINANCE #2013-20

AN ORDINANCE REPEALING AND REPLACING CHAPTER 309 OF THE CODE OF THE BOROUGH OF MIDDLESEX, ENTTILED "PEDDLING AND SOLICITING"

WHEREAS the Governing Body of the Borough of Middlesex originally adopted Ordinance No. 183 (Chapter 309) on December 27, 1951; and

WHEREAS since the passage of Ordinance No. 183 the Governing Body has amended this Ordinance on numerous occasions; and

WHEREAS the Governing Body of the Borough of Middlesex finds it in the best interest of the public and the health and welfare of the citizens of the Borough of Middlesex that this ordinance should be repealed and replaced.

NOW THEREFORE BE IT ORDAINED by the Governing Body of the Borough of Middlesex, in the County of Middlesex and State of New Jersey as follows:

1. Chapter 309 is hereby repealed and replaced with the creation of this new Ordinance to be entitled "Peddling and Soliciting" to read as follows:

§ 309-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

APPLICANT - Any person, organization, firm, partnership, corporation, company, association, ~~church, religious denomination,~~ society, class, league, or other entity or group seeking to obtain a permit for commercial solicitation. The term "applicant shall not include members of a bona fide nonprofit political, charitable, or religious organization

MERCHANDISE <https://ecode360.com/9053968> - All goods, wares, food, meat, fish, ice cream, fruits, vegetables, magazines, periodicals, printed material, farm products, services, and orders or contracts for services, home improvements or alterations, and anything that may be sold or distributed by peddlers or solicitors, as defined herein.

PEDDLER - A person, commonly referred to as a "peddler" or "hawker," who goes from place to place by traveling on the streets or from house to house and carries with him goods, wares and merchandise for the purpose of selling and delivering them to consumers. **For the purposes of this ordinance, "peddler" shall also mean "transient merchant," "itinerant vendor," "itinerant merchant," "hawker," "distributor" or 'solicitor."**

PERSON - An individual, firm, partnership, corporation, voluntary association, incorporated association and principal or agent thereof.

SOLICITOR - ~~A person selling goods or services by sample or taking orders for future delivery, with or without accepting an advance payment for the goods, or a person seeking contributions for any purpose whatsoever and classified as follows:~~

. ~~SOLICITOR A - A person selling goods by sample or taking orders for future delivery with or without accepting an advance payment for the goods.~~

~~. SOLICITOR B - A person soliciting for the contraction of services, such as dry cleaning and so forth.~~

~~. SOLICITOR C - A person seeking any form of contribution for other than religious, charitable or nonprofit organizations.~~

~~. SOLICITOR D - A person seeking any form of contribution for a religious, charitable or nonprofit corporation.~~

~~E. SOLICITOR E - A person who, whether a resident of the Borough or not, engages in a temporary business within the Borough of selling and delivering goods, wares, merchandise and/or services within the Borough and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, railroad, boxcar or boat, public room in a hotel, lodging house, apartment or shop, parking lot, sidewalk, street, alley, public right-of-way or other place within the Borough for the exhibition and sale of such goods, wares and merchandise, either privately or through public sale and/or auction. Seasonal businesses, such as the sale of ice cream, soda, etc., by truck traveling throughout the Borough and not remaining at a stationary location, and businesses of a permanent nature, such as the sale of food items, business supplies and other items by motor vehicle to industries and businesses in the Borough, are not included under this category. Also, flea markets, carnivals and other activities of a similar nature which are sponsored by nonprofit organizations are not included under this category.~~

Any person, whether a resident of the Borough or not, who goes from house to house, from place to place or from street to street, traveling by foot, automotive vehicle or any other type of conveyance, soliciting, taking or attempting to take orders for the sale of merchandise or services of any kind for future performance or delivery, whether or not such individual has, carries or exposes for sale a sample of the merchandise or services, and whether or not he is collecting advance payments on such sales or orders, or who engages in any of the foregoing activities from a stationary location on any street or other public place. The word "solicitor" shall also include the word "canvasser."

§ 309-2. Regulated activities.

The following practices are hereby regulated in accordance with the provisions of this chapter:

. That of going in and upon private residences by peddlers~~, canvassers, solicitors and transient vendors of merchandise,~~ (as herein defined) not having been requested or invited to do so by the owner or occupant, for the purpose of soliciting orders for the sale of goods, wares and merchandise, or for the purpose of disposing of the same.

~~. That of soliciting money, signatures, votes or opinions, or engaging in political or religious discourse, by a bona fide nonprofit political, charitable or religious organization by going in or upon private residences, not having been requested or invited to do so by the owner or occupant.~~

§ 309-3. License required.

It shall be unlawful for any ~~peddler, hawker or solicitor~~ **person to engage in peddling, soliciting or canvassing** ~~to sell or dispose of or to offer to sell or dispose of or solicit any wares, goods, merchandise or services~~ within the Borough of Middlesex without first **registering with the Borough Clerk by filing an application for a license** and having paid the license fee ~~hereinafter described~~ **in compliance with the provisions of this Chapter**. ~~The provisions of this chapter shall not apply to the Middlesex Borough Rescue Squad, the Middlesex Fire Department or any of the various fire companies or any other organizations associated with the Borough of Middlesex.~~ **(Note: previous sentence moved into next section below).** No person shall engage in any regulated activity, as set

forth in § 309-2 hereof, without first having obtained a written license from the municipality. **All licenses shall expire at the close of December 31 of the year in which they are issued.**

§ 309-4. Exemptions from the license.

The requirements of this chapter shall be held not to include the following persons, who are expressly exempt from its application:

A. Any person selling fruits, vegetables and farm products grown by himself, with or without the help of others.
B. Any person honorably discharged from the military, naval or marine forces of the United States, possessing a license issued in conformity with Article II of Chapter 24 of Title 45 of Revised Statutes of New Jersey.
C. Any blind person who is a resident of this Borough.
D. Any person who conducts a sale pursuant to statute or court order.
E. Any person who is an exempt member of a volunteer fire department as defined by Article II of Chapter 24 of Title 45 of Revised Statutes of New Jersey, possessing a license issued in conformity with said law.
F. Any person delivering or soliciting newspapers. The Middlesex Borough Rescue Squad, the Middlesex Fire Department or any of the various fire companies or any other organizations associated with the Borough of Middlesex.

§ 309-5. Use of public streets and rights-of-way prohibited.

It shall be unlawful for any transient merchant, itinerant vendor, itinerant merchant, peddler, hawker, distributor or solicitor to sell, buy, dispose of or offer to sell or dispose of any goods, wares, merchandise or other things of value and/or service in or on any portion of a public right-of-way, nor shall any license be issued to any of the persons named herein nor to a mobile retail food establishment where the location of any activity or activities forming a part of the applicant's business shall be closer than 25 feet to the right-of-way line of any street in the Borough of Middlesex.

§ 309-6. Applications for licenses.

Any person desiring a license to carry out any regulated activity in the Borough shall file, not more than three months prior to the time such activity shall commence, nor fewer than 10 days prior thereto, together with the fee **and bond** provided by § 309-~~12~~ **11** of this chapter, which fee shall be returned if the license is rejected, an application consisting of the following:

A. A statement, on a form to be supplied by the Borough Clerk, setting forth:

1. The applicant's name and social security number.
2. The applicant's permanent home address.
3. **If employed,** ~~T~~**t**he name and address of the applicant's employer.
4. The applicant's place(s) of residence for the preceding three years.
5. The dates on which the applicant wishes to commence and complete the regulated activity.
6. Whether the applicant has ever been convicted of a crime, misdemeanor or violation of any ordinance concerning canvassing or

solicitation and, if so, the date, place and nature of the offense and the penalty imposed.

7. Names or other communities in which the applicant has worked as a canvasser or solicitor in the past two years.

8. Make, model, description and license number of any automobile that the applicant will use in connection with the regulated activity.

9. The use and disposition of any funds to be solicited.

10. A description of the methods to be used in conducting solicitations of funds.

11. Proof, if applicable, that the organization on behalf of which the regulated activity will be conducted is a nonprofit corporation and/ or exempt from federal income taxation.

12. A brief statement of the nature of the activity, any associates businesses or organizations, and if applicable, a description of the merchandise or service to be sold.

13. Three copies of a photograph of the applicant taken within 60 days immediately prior to the date of the application, which photograph shall clearly show the head and shoulders of the applicant and shall measure two inches by two inches.

14. The fingerprints and a background check of the applicant, to be completed and approved by the Borough of Middlesex Police Department.

B. A letter or other written statement from the individual, firm or corporation employing the applicant, certifying that the applicant is authorized to act as the employer's representative in carrying out the regulated activity.

§ 309-7. Multiple canvassers.

If more than one agent, solicitor or canvasser will participate in any door-to-door campaign, each participant must make a separate application, supplying all information required pursuant to § 309-6 hereof.

§ 309-8. Issuance or denial of license.

A. ~~Within five working days after the applicant completes the application as set forth in § 309-6 hereof~~, **Once the necessary approvals have been met,** the Borough Clerk shall issue the applicant a license to conduct the regulated activity unless:

~~A.~~**(1)** The applicant has been convicted of a felony within the previous five years;

~~B.~~**(2)** The applicant has been convicted of violating an ordinance pertaining to canvassing or soliciting; or

~~C.~~**(3)** Any information contained in the application is found to be false or misleading.

B. If the application is denied, the applicant shall be notified, by mail, of the application's disapproval and that no license shall be issued.

~~**§ 309-9. Recording and reporting licenses. [Amended 5-24-1983 by Ord. No. 972]**~~

~~. The Borough Clerk shall keep all necessary books for recording the time any application for license is received, whether new or renewal, name of licensee, regular number of blank form, the date and amount of the fees deposited with the Borough Clerk, when the application was approved and the time when the license was issued.~~

~~. The Borough Clerk shall, monthly, file a report with the Borough Council showing the number of licenses granted by classes and the amount of fees received therefor. Each report shall state the number of licenses suspended or revoked and the reasons for such suspensions or revocations. The monthly report shall be cumulative during the course of the year so that each report summarizes the action of all preceding months of the current year.~~

~~§ 309-10. License in possession.~~ (Note: moved and incorporated into to next section below)

~~Every person holding a license under this chapter shall be required to carry this license with him or at his business premises while engaged in the business licensed. He must produce the license at the request of any Borough resident or any official of the Borough of Middlesex. In door-to-door canvassing, the peddler or solicitor must hand the license to the person being solicited for inspection, at the time he first approaches the individual.~~

§ 309-~~11~~ 9. Use of license.

A. Every person holding a license under this chapter shall be required to carry this license with him or at his business premises while engaged in the business licensed.

B. The license shall be worn on the front of his or her outer garment in such a way to be visible to a person facing him or her at all times during the conduct of his or her activities.

~~A.~~ **C.** The license shall, upon demand, be exhibited to any police officer or other municipal official and shall be displayed to any person approached in connection with any regulated activity. **In door-to-door canvassing, the peddler or solicitor must hand the license to the person being solicited for inspection, at the time he first approaches the individual.**

~~B.~~ **D.** No person shall conduct a regulated activity in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

~~C.~~ **E.** No person shall make any fraudulent, misleading or incorrect statement in the course of conducting a regulated activity.

~~D.~~ **F.** It shall be a violation of this chapter if any person to whom a license is issued pursuant to this chapter shall be convicted of a felony while the license is in effect.

G. A license shall not be transferable from the person whom issued to any other person.

§ 309-~~12~~ 10. Fee ~~schedule~~ and bond required.

~~A. The fee schedule shall be as follows:~~

~~() Peddlers and solicitors: $1 for issuance of each license.~~

~~() Peddler's license fees.~~

~~Type~~	~~Fee~~

Pies, cakes and bread **[Amended 10-12-2010 by Ord. No. 1782]**	$75
Fruit **[Amended 10-12-2010 by Ord. No. 1782]**	$75
Ice cream **[Amended 10-12-2010 by Ord. No. 1782]**	$100
Sandwiches **[Amended 10-12-2010 by Ord. No. 1782]**	$215
Household articles or furnishings	$50
Peddles not covered by the above classifications	$50

(3) Solicitor's license fees. **[Amended 5-24-1983 by Ord. No. 972; 8-13-199 1 by Ord. No. 1206]**

Type	**Fee**
Solicitor A **[Amended 10-12-2010 by Ord. No. 1782]**	$125
Solicitor B	$75
Solicitor C	$75
Solicitor D **[Amended 1-28-1992 by Ord. No. 1229; 10-12-2010 by Ord. No. 1782]**	$20
Solicitor E **[Amended 10-12-2010 by Ord. No. 1782]**	$400

() A person who engages in a temporary business of selling food in those areas of the Borough south of the Conrail railroad tracks shall be excluded from the definition of "Solicitor E."

() Also, flea markets, carnivals and other activities of a similar nature which are sponsored by local nonprofit organizations are not included under this category.

(c) All licenses issued to Type E solicitors shall be valid only for a two-day period. Each additional two-day period shall be the subject of a separate license. No applicant shall be issued more than four licenses in any one calendar year.

B. All licenses shall terminate at the close of December 31 of the year in which they are issued.

A. No license shall be issued in accordance with this Chapter unless:

(1) A fee of $300.00 is paid by the applicant.

(2) The Applicant provides a two thousand-dollar ($2,000.00) bond to the Borough of Middlesex in a firm approved by the Borough Attorney. Such bond may be subject to forfeiture upon proof of: 1) falsification in the application for a license; or 2) willful violation of a Borough ordinance or a state or federal law.

B. Where an organization has several agents peddling, soliciting or distributing merchandise or printed material, each agent shall be registered separately, and each shall pay the appropriate fees. Upon expiration of a permit, a new permit will be issued upon compliance with all provisions of this chapter and the payment of fees.

§ 309-~~13~~ 11. Revocation or Expiration of license.

A. A license issued pursuant to this chapter may be revoked by the Borough Clerk or the Borough Clerk's designee for any of the following causes:

1. Any fraud, misrepresentation or false statements contained in the application for the license.

2. Any fraud, misrepresentation or false statements made in connection with the selling of goods, wares or merchandise.

3. Any violation of this chapter.

4. Conviction of the licensee of any felony or of a misdemeanor involving moral turpitude.

5. Conducting the business license under this chapter in an unlawful manner or in such a manner as to constitute a danger and/or menace to the health, safety or general welfare of the public.

. **Written notice of** ~~A~~**a**n appeal from any such revocation may be made to the governing body of the municipality within 10 days of the date of the revocation, and the governing body shall schedule a hearing on the appeal within 30 days after the receipt of said written appeal. **The decision of the Borough Council on such appeal shall be final and conclusive.**

. Any person that has his or her license revoked pursuant to the provisions of this chapter shall immediately cease and desist from the sale of all merchandise **and any related activities** within the borders of the Borough.

. **Any permit may be renewed upon payment of a permit fee and upon submission of a new application in conformity with this chapter.**

§ 309-~~14~~ 12. Hours for sales; penalties.

A. It shall be unlawful for any peddler, hawker or solicitor to sell or dispose of or to offer to sell or dispose of or to solicit any wares, goods, merchandise or service or to solicit any contributions within the Borough of Middlesex before the hour of 9:00 a.m. and after 1/2 hour after sunset, prevailing time; provided, however, that this provision shall not apply to sales of food, confectioneries and ice cream sold at scheduled recreational or cultural events nor to mobile canteen services to industrial and commercial employees at their place of work. The restriction making it unlawful for solicitors to solicit any contributions within the Borough of Middlesex after 1/2 hour after sunset prevailing time shall not apply to those solicitors who are seeking any form of contributions for a religious, charitable or nonprofit corporation nor shall it apply to persons attempting to exercise their First Amendment right of free speech by disseminating their views, attempting to recruit members and/or encouraging citizens to support positions on various issues by signing petitions or contacting local legislators.

B. Any person violating § 309-14A of this amendatory ordinance shall be subject to a fine of not more than $200 nor less than $25 or imprisonment for a period not exceeding 90 days, or both.

§ 309-~~15~~ 13. Notice regulating soliciting.

It is hereby declared to be one of the policies of the Borough of Middlesex that the occupant or occupants of the residences in this Borough shall have the right to make a determination as to whether solicitors shall be or shall not be invited to his respective residences. If a determination has been made by an occupant of a residence that solicitors, peddlers and/ or hawkers shall not be invited to their respective residences, notice of the determination by the occupant of refusing to invite solicitors to any residence shall be given by notice posted on the premises in the following

manner: "NO SOLICITORS INVITED." The letters shall be at least two inches in height and shall be displayed so that they are clearly visible to any prospective solicitors, peddlers and/or hawkers. Signs which indicate "No solicitors invited" shall constitute sufficient notice to any solicitor of the determination by the occupant of the residence of the information contained thereon, and if the notice states "No solicitors invited," then the solicitor, hawker and/or peddler shall immediately and peacefully depart from the premises. Any solicitor, hawker and/or peddler who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant.

§ 309-~~16~~ 14. Prohibited acts.

Uninvited soliciting is prohibited. It is hereby declared to be unlawful and shall constitute a nuisance for any person to go upon any premises or ring the doorbell upon or near any door or create any sound in any manner calculated to attract the attention of the occupant of such residence for the purpose of securing an audience with the occupant thereof and engaging in soliciting in defiance of the notice exhibited at the residence in accordance with the provisions of this chapter.

§ 309-~~17~~ 15. Effect of provisions.

All other portions of the various ordinances regulating the activities of solicitors, hawkers and peddlers in the Borough of Middlesex which are not inconsistent with the terms of this chapter shall remain in full force and effect.

§ 309-~~18~~ 16. Violations and penalties.

Any person required by this chapter to procure a license who violates its terms or fails to comply with Article 1 of Chapter 24 of Title 45 of the Revised Statutes of New Jersey shall be subject to a fine of not more than $500 for each violation.

§ 309-~~19~~ 17. Enforcement.

It shall be the duty of all police officers of the Borough~~, as well as of the Zoning Officer, the Code Enforcement Officer, the Health Officer and/or the Borough Sanitarian,~~ **or any other employee/officer designated by the Borough Administrator** to enforce the provisions of this chapter.

This ordinance shall take effect January 1, 2021.

I Hereby Certify that the above Ordinance was introduced by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

INTRODUCED: October 27, 2020

DATE OF PUBLICATION:
OF INTRODUCTION October 30, 2020

ORDINANCE #2014-20

AN ORDINANCE AMENDING CHAPTER 407 ENTITLED "VEHICLES AND TRAFFIC" SECTION 407-6 ENTITLED "STOP INTERSECTIONS; SIGNS" TO ADD STOP SIGNS TO THE INTERSECTION OF DAYTON AVENUE AND WOODROW STREET

WHEREAS, in October 2020, the Middlesex Borough Police Department conducted a seven-day traffic study on Dayton Avenue to identify the average speed and volume of vehicles traveling along the street; and

WHEREAS, the results of the study indicated that the average speed of vehicles traveling along Dayton Avenue was 26 miles-per-hour and the weekly volume of vehicles totaled 4,325 vehicles (1,870 traveling north; 2,455 traveling south); and

WHEREAS, stop signs were recently installed on Washington Avenue, which runs parallel to Dayton Avenue, and

WHEREAS, the results of the traffic study indicate that stop signage is needed on Dayton Avenue at the intersection of Woodrow Street to control the increased vehicle volume and influx of vehicles at the intersection; and

WHEREAS, it is the desire of the Borough Council of the Borough of Middlesex to amend and revise the Borough's current ordinance to add additional stop signage to Dayton Avenue within the Borough of Middlesex; and

BE IT ORDAINED, by the Borough Council of the Borough of Middlesex in the County of Middlesex and State of New Jersey that Chapter 407 of the Municipal Code of the Borough of Middlesex, County of Middlesex, State of New Jersey be and is hereby amended as follows:

Section I

Chapter 407, Section 407-6 is hereby amended as follows (bold and underlined text is to be added while strikethrough text is to be removed):

A. Borough officials designate the following stop intersections pursuant to N.J.S.A. 39:4-140:

(1) Edgeworth Street and Pierrepont Avenue: stop signs shall be installed on Pierrepont Avenue.

(2) Ashland Road and D Street-Oak Drive: stop signs shall be installed on D Street-Oak Drive.

(3) Coleman Street and Martin Street: stop signs shall be installed on Martin Street.

(4) Orchard Road and Lydecker Place: stop signs shall be installed on Lydecker Place.

(5) William Street and Blackford Avenue: stop signs shall be installed on Blackford Avenue.

(6) Second Street and Fulton Street: stop signs shall be installed on Fulton Street.

(7) Clay Avenue and Runyon Avenue: stop signs shall be installed on Runyon Avenue.

(8) Smalley Avenue and Runyon Avenue: stop signs shall be installed on Runyon Avenue.

(9) Lincoln Boulevard and Lincoln Avenue: stop signs shall be installed on Lincoln Boulevard (local portion).

(10) Cedar Avenue and Old New Market Road: stop signs shall be installed on Old New Market Road. Since county roadways are involved county consent must be obtained.

(11) South Woodland Avenue and Benart Place (the most southerly intersection): stop signs shall be installed on Benart Place.

(12) South Woodland Avenue and Osceola Avenue: stop signs shall be installed on Osceola Avenue.

(13)Vorhees Avenue and Sheridan Avenue: stop signs shall be installed on Sheridan Avenue.

(14) Egel Avenue and Blackford Avenue: stop signs shall be installed on Blackford Avenue.

(15)Wood Avenue and Blackford Avenue: stop signs shall be installed on Blackford Avenue.

(16) Fulton Street and High Street: stop signs shall be installed on Fulton Street.

(17) Fulton Street and First Street: stop signs shall be installed on Fulton Street.

(18) Maple Avenue and B Street: stop signs shall be installed on Maple Avenue.

(19) Maple Avenue and C Street: stop signs shall be installed on Maple Avenue.

(20) Ambrose Avenue and Hazelwood Avenue: stop signs shall be installed on Ambrose Avenue.

(21) Greene Avenue and South Drive: stop signs shall be installed on Greene Avenue.

(22)Mohawk Avenue and Melrose Avenue: stop signs shall be installed on Mohawk Avenue.

(23) Delaware Avenue and Melrose Avenue: stop signs shall be installed on Delaware Avenue.

(24) Osceola Avenue and Melrose Avenue: stop signs shall be installed on Osceola Avenue.

(25) Greenlawn Avenue and Melrose Avenue: stop signs shall be installed on Greenlawn Avenue.

(26) Melrose Avenue and Seneca Avenue: stop signs shall be installed on Melrose Avenue.

(27) Grant Avenue and Beechwood Avenue: stop signs shall be installed on Grant Avenue.

(28)Wellington Avenue and Treetop Road: stop signs shall be installed on Treetop Road.

(29) Hawthorne Avenue and Sycamore Road: stop signs shall be installed on Sycamore Road.

(30)Valley Brook Drive and West Second Street: stop signs shall be installed on Valley Brook Drive.

(31) Rolling Road and West Second Street: stop signs shall be installed on Rolling Road.

(32) Orchard Road and Beechwood Avenue: stop signs shall be installed on Orchard Road.

(33) Hazelwood Avenue and Orchard Road: stop signs shall be installed on Hazelwood Avenue.

(34) Pierrepont Avenue and Benart Place: stop signs shall be installed on Benart Place.

(35)Farragut Avenue and Vorhees Avenue: stop signs shall be installed on Farragut Avenue.

(36) Grandview Avenue and Stephenson Avenue: stop signs shall be installed on Grandview Avenue.

(37)Farragut Avenue and Seneca Avenue: stop signs shall be installed on Farragut Avenue.

(38) Main Street and Market Street: stop signs shall be installed on Main Street.

(39)Pearl Place and Second Street: stop signs shall be installed on Pearl Place.

(40) Milton Place and Second Street: stop signs shall be installed on Milton Place.

(41) Hancock Street and Pierrepont Avenue: stop signs shall be installed on Hancock Street.

(42)A Street and Ashland Road: stop signs shall be installed on A Street.

(43) Ambrose Avenue and Dorn Avenue: stop signs shall be installed on Ambrose Avenue.

(44)B Street and Ashland Road: stop signs shall be installed on B Street.

(45) Barbara Place and Louis Avenue: stop signs shall be installed on Barbara Place.

(46)C Street and Ashland Road: stop signs shall be installed on C Street.

(47) Clinton Avenue and Delaware Avenue: stop signs shall be installed on Clinton Avenue.

(48) Decatur Avenue and Delaware Avenue: stop signs shall be installed on Decatur Avenue.

(49) Drake Avenue and Farragut Avenue: stop signs shall be installed on Drake Avenue.

(50)E Street and Walnut Avenue: stop signs shall be installed on E Street.

(51)Elmwood Avenue and Dorn Avenue: stop signs shall be installed on Elmwood Avenue.

(52)Elmwood Avenue and Grant Avenue: stop signs shall be installed on Elmwood Avenue.

(53)F Street and Ashland Road: stop signs shall be installed on F Street.

(54) First Street and Cap Lane: stop signs shall be installed on First Street.

(55) Fitzsimmons Avenue and Grandview Street: stop signs shall be installed on Fitzsimmons Avenue.

(56)Fourth Street and Rock Avenue: stop signs shall be installed on Fourth Street.

(57) Fulton Street and Main Street: stop signs shall be installed on Fulton Street.

(58) George Avenue and Oak Drive: stop signs shall be installed on George Avenue.

(59) Lynn Avenue and Barbara Place: stop signs shall be installed on Lynn Avenue.

(60) Madison Avenue and Cook Avenue: stop signs shall be installed on Madison Avenue.

(61) Market Street and Grandview Street: stop signs shall be installed on Market Street.

(62) Market Street and Second Street: stop signs shall be installed on Market Street.

(63)Mead Avenue and Seneca Avenue: stop signs shall be installed on Mead Avenue.

(64) Osterman Avenue and Grandview Street: stop signs shall be installed on Osterman Avenue.

(65) Second Street and Cap Lane: stop signs shall be installed on Second Street.

(66) Sheridan Avenue and Drake Avenue: stop signs shall be installed on Sheridan Avenue.

(67)Vail Street and Fisher Avenue: stop signs shall be installed on Vail Street.

(68)Venice Avenue and Bound Brook Road: stop signs shall be installed on Venice Avenue.

(69)Walnut Street and Ashland Road: stop signs shall be installed on Walnut Street.

(70)West Pershing Avenue and Madison Avenue: stop signs shall be installed on West Pershing Avenue.

(71)Willow Drive and Union Avenue: stop signs shall be installed on Willow Drive.

(72)Wood Avenue and Wagner Street: stop signs shall be installed on Wood Avenue.

(73) Zoar Place and Fairfield Avenue: stop signs shall be installed on Zoar Place.

(74)Washington Avenue and Woodrow Street: The intersection is hereby established as a four-way stop intersection. Stop signs and stop bars are to be installed on Washington Avenue at the north and south approaches to the intersection with Woodrow Street.

(75)Washington Avenue and Nelson Street: The intersection is hereby established as a four-way stop intersection. Stop signs and stop bars are to be installed on Washington Avenue at the north and south approaches to the intersection with Nelson Street.

(76)Washington Avenue and Wilson Street: The intersection is hereby established as a three-way stop intersection. Stop signs and stop bars are to be installed on Washington Avenue at the north and south approaches to the intersection with
Wilson Street.

(77)Washington Avenue and Dogwood Drive: Stop signs are to be installed on Dogwood Drive at the intersection with Washington Avenue.

(78) Starlit Drive and June Way: Stop signs are to be installed on June Way at both intersections with Starlit Drive.

(79) Dayton Avenue and Woodrow Street: The intersection is hereby established as a four-way stop intersection. Stop signs and stop bars are to be installed on Dayton Avenue at the north and south approaches to the intersection with Woodrow Street.

B. Pursuant to N.J.S.A. 39:4-198, proper signs must be erected at all locations designated in this article and must conform to the current Manual on Uniform Traffic Control Devices for Streets and Highways.

C. Convictions for stop sign regulations are to be charged as violations of N.J.S.A. 39:4-144 and are subject to the general penalty provisions of N.J.S.A. 39:4-203.

Section II

All ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III

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

Section IV

This ordinance shall take effect upon adoption and publication in the manner required by New Jersey general law but, in no event, less than 20 days after its final passage by the Borough Council and approval by the Mayor, where such approval is required pursuant to N.J.S.A. 40:69A-181(b).

I Hereby Certify that the above Ordinance was introduced by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

INTRODUCED: November 10, 2020

DATE OF PUBLICATION:
OF INTRODUCTION

ORDINANCE #2015-20

AN ORDINANCE AMENDING CHAPTER 272 ENTITLED "MASSAGE AND BODYWORK THERAPY ESTABLISHMENTS" SECTION 272-3 ENTITLED "PERMITS REQUIRED" TO ADD A PROVISION ON LICENSE RENEWALS

WHEREAS, the Borough of Middlesex's current code provides various requirements for massage and bodywork therapy establishments and therapists to operate within the Borough; and

WHEREAS, the current code does not include language regarding permit/license renewals of massage and bodywork therapy establishments/therapists; and

WHEREAS, it is the desire of the Borough of Middlesex to amend and revise the Borough's current ordinance to add a provision concerning massage and bodywork therapy permit/license renewals; and

BE IT ORDAINED, by the Borough Council of the Borough of Middlesex in the County of Middlesex and State of New Jersey that Chapter 272 of the Municipal Code of the Borough of Middlesex, County of Middlesex, State of New Jersey be and is hereby amended as follows:

Section I

Chapter 272, Section 272-3 is hereby amended as follows (bold and underlined text is to be added while strikethrough text is to be removed):

§ 272-3 Permits required.

A Massage and bodywork therapy establishment permit required. No person, firm, corporation, organization or other entity shall own, maintain, operate or conduct a massage and bodywork therapy establishment or utilize any premises in the Borough of Middlesex as or for a massage and bodywork therapy establishment unless or until such person or entity first obtained a permit for such establishment or premises from the Borough of Middlesex in accordance with the terms and provisions of this chapter.

B. Massage and bodywork therapist registration/documentation required. No person shall practice massage and bodywork therapies, unless he/she has a valid and subsisting massage and bodywork therapist permit or license issued to him/her by the New Jersey Board of massage and bodywork therapy, pursuant to the terms and provisions of N.J.S.A. 45:11-53 et seq., and evidence of same has been submitted to the Borough of Middlesex in accordance with the terms and provisions of this chapter.

C. Permit renewals. Permits shall be subject to annual renewal as of June 1st of each year. All permit renewal applications shall be submitted to the Borough in the same manner as the initial permit along with any appropriate annual application fees pursuant to this Chapter.

Section II

All ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III

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

Section IV

This ordinance shall take effect upon adoption and publication in the manner required by New Jersey general law but, in no event, less than 20 days after its final passage by the Borough Council and approval by the Mayor, where such approval is required pursuant to N.J.S.A. 40:69A-181(b).

I Hereby Certify that the above Ordinance was introduced by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

INTRODUCED: November 10, 2020

DATE OF PUBLICATION:
OF INTRODUCTION November 13, 2020

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #253-2020

APPROVAL OF THE INTERLOCAL HEALTH SERVICES CONTRACT WITH MIDDLESEX COUNTY EFFECTIVE JANUARY 1, 2021 - DECEMBER 31, 2022

The Governing Body hereby authorizes the Mayor and Borough Clerk to execute the Public Health Interlocal Services Contract with the County of Middlesex to provide health services effective January 1, 2021 - December 31, 2022.

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #265-2020

ACCEPTANCE OF STANDING REPORTS

The Governing Body hereby accepts the following Reports itemized below:

1. Acceptance of the October, 2020 Police Report
2. Approval of the September & October Tax Totals
3. Approval of the October, 2020 Fire Chief's Report
4. Approval of the BOFO Report - Darin Dickey has been accepted as a junior member of the Middlesex Fire Department.

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #266-2020

DESIGNATING CP MIDDLESEX URBAN RENEWAL, LLC AS THE REDEVELOPER FOR PROPERTY IDENTIFIED AS BLOCK 318, LOTS 1.01, 4.02, 38.01 (A/K/A/ BLOCK 371, LOT 38.01) AND 48 ON THE OFFICIAL TAX MAP OF THE BOROUGH AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH CP MIDDLESEX URBAN RENEWAL, LLC FOR SUCH PROPERTY

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.,* as amended and supplemented (the "**Redevelopment Law**"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, in full compliance with all applicable provisions of the Redevelopment Law, the Borough of Middlesex, in the County of Middlesex, New Jersey (the "**Borough**") designated certain properties, including the Property (defined below) as an "area in need of redevelopment"; and

WHEREAS, in full accordance with all applicable provisions of the Redevelopment Law, the Borough adopted the Lincoln Boulevard Redevelopment Plan (the "**Redevelopment Plan**") for the revitalization and redevelopment of Lincoln Boulevard and Mountain Avenue, which Redevelopment Plan consisted of Block 318, Lots 1.01, 4.02 (a/k/a Block 371, Lot 38.01), 21, 38.01, 43, 44, 45, 48 and Block 319, Lots 23, 24, 26, 28, 45, and 47 on the Official Tax Map of the Borough (the "**Redevelopment Plan Parcels**"); and

WHEREAS, CP Middlesex Urban Renewal, LLC (the "**Redeveloper**") is the contract purchaser of certain of the Redevelopment Plan Parcels, identified as Block 318, Lots 1.01,4.02,38.01 (a/k/a Block 371, Lot 38.01) and 48 on the Official Tax Map of the Borough (the "**Property**"); and

WHEREAS, the Redeveloper has submitted a redevelopment proposal to the Borough to develop, design, finance and construct a project on the Property consisting of approximately 380,000 square foot warehouse building with approximately 14,500 square feet of office space, together with car and trailer parking on the Property, and the construction of utilities, driveways, parking, loading, street lighting, landscaping and other on- and off-site improvements in accordance with the requirements of the Redevelopment Plan (the "**Project**"); and

WHEREAS, the Borough has determined that the Redeveloper's proposal is consistent with, and meets the goals of, the Redevelopment Plan, and is in the best interest of the Borough; and

WHEREAS, the Borough has determined that the Redeveloper possesses the proper qualifications, financial resources and capacity to implement and complete the Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances, and regulations; and

WHEREAS, the Borough has negotiated a Redevelopment Agreement with the Redeveloper for the Project and desires to authorize the approval and execution of the Redevelopment Agreement in substantially the form attached hereto.

WHEREAS, the Borough therefore desires to designate CP Middlesex Urban Renewal, LLC as the redeveloper of the Property subject to the execution of the Redevelopment Agreement; and

NOW THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of

Middlesex, County of Middlesex, State of New Jersey, as follows:

1. The aforementioned recitals are incorporated by reference as if fully set forth herein.

2. The Borough hereby approves the Redevelopment Agreement in the form annexed hereto, subject to minor modification or revision, as deemed necessary and appropriate after consultation with counsel, and the Mayor is hereby authorized to execute the Redevelopment Agreement.

3. CP Middlesex Urban Renewal, LLC is hereby designated as the Redeveloper of the Property in accordance with the Redevelopment Plan subject to execution of the Redevelopment Agreement.

4. The Borough Clerk is hereby authorized and directed to attest to the signature of the Mayor and affix the corporate seal of the Borough upon the Redevelopment Agreement in the form annexed hereto.

5. The Borough Clerk is hereby directed to forward executed copies of the Redevelopment Agreement to the Borough Attorney and Special Redevelopment Counsel so that they may retain one (1) copy for their records and Special Redevelopment Counsel shall forward one (1) copy to counsel for the Redeveloper. The Borough Clerk shall retain at least one (1) fully executed copy of the Redevelopment Agreement on file in her office.

6. The Mayor and the Borough Clerk are hereby authorized to take such action and to execute such other documents, on behalf of the Borough, as is necessary to effectuate the terms of the Redevelopment Agreement, as deemed advisable by the Borough Attorney or Special Redevelopment Counsel.

7. This Resolution shall take effect immediately upon adoption.

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #267-2020

ACCEPTING THE RESIGNATION OF SCHOOL CROSSING GUARD FRANCES JONES EFFECTIVE NOVEMBER 8, 2020

The Governing Body hereby accepts the resignation of school crossing guard Frances Jones effective November 8, 2020.

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #268-2020

ADVANCING TYLER HEISCH TO FULL TIME STATUS AS A PERMANENT LABORER IN THE DPW EFFECTIVE NOVEMBER 30, 2020

The Governing Body hereby concurs with the advancement of Tyler Heisch of the DPW to full time status as permanent laborers in the Department of Public Works for 40 hours per week at $16.28 per hour in accordance with the union contract. This advancement is effective November 30, 2020, pending a satisfactory driving abstract:

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #269-2020

HIRING OF LESTER FONSECA AS A PART TIME LABORER FOR THE DEPARTMENT OF PUBLIC WORKS AT $14.00 PER HOUR, AT A MAXIMUM OF 28 HOURS PER WEEK, PENDING A SATISFACTORY PHYSICAL AND BACKGROUND CHECK EFFECTIVE NOVEMBER 30, 2020

The Governing Body hereby hires Lester Fonseca of Middlesex, NJ as part time laborer for the Department of Public Works at $14.00 per hour, at a maximum of 28 hours per week, pending a satisfactory physical and background check effective November 30, 2020.

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #270-2020

AUTHORIZING THE REFUND OF $250.00 TO IMANI HUDSON FOR A DUPLICATE PAYMENT FOR A RESALE LEASE CERTIFICATE

WHEREAS, Imani Hudson, applied to the Construction Office for a Resale Leased Certificate for 109 Harris Ave; and

WHEREAS, Imani Hudson submitted a money order in the amount of $250.00 on July 29, 2020 for payment of said Resale Leased Certificate for a Hair Salon: and

WHEREAS, Imani Hudson resubmitted Resale Leased Certificated on September 30,2020 and payment.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Middlesex that the disbursing officers be and they are hereby authorized to draw a check in the amount of $250.00 in favor of Imani Hudson , 74 Gateway Blvd Apt 208, Hillsborough, NJ 08844, for refund of fee for Resale Lease Certificate.

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #271-2020

AUTHORIZING THE TAX COLLECTOR TO CHANGE THE PROPERTY CLASS ON BLOCK 71.02 LOT 2 TO 100% EXEMPT STATUS

WHEREAS, the status of the owner(s) of Block 71.02 Lot 2 is defined as a religious and charitable organization under N.J.S.A 54:04-03.06 and;

WHEREAS, the property owner(s) have applied for and been approved by the Tax Assessor as 100% Tax Exempt, and;

THEREFORE, the owner(s) of Block 71.02 Lot 2 is 100 % exempt, property class 15D as of the application date of 10/28/20.

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #272-2020

AUTHORIZING PURCHASE OF A 2020 FORD F150 TRANSIT LOW ROOF CARGO VAN FOR DEPARTMENT OF SENIOR AND DISABLED SERVICES UNDER NEW JERSEY STATE CONTRACT #A88211

WHEREAS, the Department of Senior and Disabled Services of the Borough of Middlesex wishes to purchase a 2020 Ford F150 Transit Low Roof Cargo Van for the Meals on Wheels program under said New Jersey State Contract #A88211 in the amount of $31,264.00; and

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Contracts Law, 40A:11-12; and

WHEREAS, DFLM, LLC T/A Ditschman Flemington Ford, 215 US 202 Flemington, NJ is under New Jersey State Contract #A88211; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Borough Council that the purchase of the 2020 Ford F150 Transit Low Roof Cargo Van for the Department of Senior and Disabled Services in the amount of $31,264.00 under the State Contract #A88211 be and is hereby approved.

NOW FURTHER BE IT RESOLVED, that the Treasurer hereby certifies funds are available in the 2019 Capital Budget, account number C-04-19-979-000-080 in the amount of $20.000.00 and $11,264.00 in the 2020 Capital Budget, account number C-04-20-002-000-080.

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #273-2020

APPROVAL OF BUDGET TRANSFERS FOR 2020

The Treasurer hereby authorizes the transfer of funds for the Current Budget of 2020:

Department	**From**	**To**
Code Enforcement - S/W	$15,000.00	
Roads Dept - S/W	$8,000.00	
Piscataway Sewer	$110,000.00	
Construction - S/W		$5,000.00
Parks Dept - S/W		$10,000.00
Sewer Dept - S/W		$3,000.00
Fire Dept - Equipment Service		$5,000.00
Middlesex Utilities Authority		$110,000.00
	$133,000.00	**$133,000.00**

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #274-2020

ACKNOWLEDGING THE CHANGE IN STATUS FOR CERTAIN PROPERTIES UNDER THE SENIOR CITIZEN/DISABLED TAX DEDUCTIONS FOR SENIOR DEDUCTION

WHEREAS, certain Senior Citizen/Disabled Person(s) were the owners of property in the Borough of Middlesex on or before October 1, 2019, and

WHEREAS, said Senior Citizen did file their claims for the Senior deduction with the proper official of the Borough of Middlesex, Middlesex County prior to December 31, 2020; and

WHEREAS, the Tax Collector has allowed the following Senior deductions for the 2020 year totaling $250.00.

Name: Casuso, Frank

Block/Lot: 284 /10

Amount: $250.00

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #275-2020

ACKNOWLEDGING THE CHANGE IN STATUS FOR CERTAIN PROPERTIES UNDER THE VETERAN TAX DEDUCTIONS

WHEREAS, certain Veterans or Surviving Spouses were the owners of property in the Borough of Middlesex on or before October 1, 2019, and

WHEREAS, said Veterans did file their claims for the Veteran deduction with the proper official of the Borough of Middlesex, Middlesex County prior to December 31, 2020; and

WHEREAS, the Tax Collector has allowed the following Veteran deductions for the 2020 year totaling $250.00.

Name: Casuso, Frank

Block/Lot: 284 /10

Amount: $250.00

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #276-2020

ACKNOWLEDGING THE CHANGE IN STATUS FOR CERTAIN PROPERTIES UNDER THE SENIOR CITIZEN/DISABLED PERSON/VETERAN TAX DEDUCTION FOR ELAINE PAUL

WHEREAS, certain Senior Citizens/Disabled Persons/Veterans were the owners of property in the Borough of Middlesex for the year 2019, and

WHEREAS, once property is sold the deduction is to be removed and/or prorated to new owner; and

WHEREAS, the property has a recorded sale date of 9/15/2020, and;

THEREFORE, the Tax Collector has disallowed the following Senior Citizen/Disabled Person/Veteran deduction for the 2020 year totaling $73.29.

Name: Paul, Elaine
Block/Lot: 303 / 61
Amount: $73.29
Reason: Sale of property 9/15/2020
Year: 2020

:

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #277-2020

APPOINTING KELSEY MEIXNER ALTERNATE DEPUTY REGISTRAR AT AN ANNUAL SALARY OF $36,500 EFFECTIVE IMMEDIATELY

WHEREAS, Kelsey Meixner has successfully completed the mandatory requirements for Certified Municipal Registrar; and

WHEREAS, the Local Registrar, Linda Chismar hereby appoints Kelsey Meixner as Alternate Deputy Registrar for the Borough of Middlesex; and

WHEREAS, Kelsey Meixner's annual salary will be increased to $36,500 effective immediately.

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

1. Kelsey Meixner is hereby appointed Alternate Deputy Registrar in the Registrar/Clerk's Department at an annual salary of $36,500.

2. This resolution shall take effect immediately.

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #278-2020

AUTHORIZING MARCIA KARROW, BOROUGH ADMINISTRATOR, AS THE AUTHORIZED OFFICER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN NEW JERSEY MOTOR VEHICLE COMMISSION AND BOROUGH OF MIDDLESEX FOR A LIMITED ONLINE ACCESS PROGRAM EFFECTIVE IMMEDIATELY.

The Governing Body hereby authorizes Marcia Karrow, Borough Administrator, as the authorized officer to execute the Memorandum of Understanding Between New Jersey Motor Vehicle Commission and Borough of Middlesex for a Limited Online Access Program effective immediately.

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.

Be it Resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #279-2020

PAY ALL CLAIMS

THE DISBURSING OFFICERS BE AND THEY ARE HEREBY AUTHORIZED TO PAY THE ATTACHED CLAIM LIST AS PRESENTED, IF FOUND CORRECT, AND APPROVED BY THE FINANCE COMMITTEE. EXCLUDED VOUCHERS MAY BE PAID UPON BEING FOUND ACCEPTABLE.

I Hereby Certify that the above resolution was duly adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on November 24, 2020.