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, January 25, 2022 **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 James Eodice	☐	☐	☐	
Councilman Jeremiah Carnes	☐	☐	☐	
Councilwoman Amy Flood	☐	☐	☐	
Councilman Jack Mikolajczyk	☐	☐	☐	
Councilman Martin Quinn	☐	☐	☐	
Councilman Douglas Rex	☐	☐	☐	
Administrator Marcia Karrow	☐	☐	☐	
Borough Attorney Christopher Corsini	☐	☐	☐	

IV. PUBLIC HEARING

1. **Resolution 38-2022** Authorizing the Release of a Deed Restriction Affecting Block 174, Lot 37.01 on the Borough of Middlesex Tax Map

V. APPOINTMENTS

1. Appointing Jason Sabino as Alternate #1 to the Recreation Committee
2. Appointing Laura Thomasey as Alternate #2 to the Recreation Committee
3. Accepting the Resignation of Alan Kriney from the OEM and James Johansen as an Auxiliary Member Effective January 18, 2022

VI. PROCLAMATIONS

VII. ORDINANCE(S) FOR INTRODUCTION

1. **Ordinance 2051-22** AN ORDINANCE AMENDING CHAPTER 301 ENTITLED “PARKS AND RECREATION AREAS” TO REVISE THE FEE SCHEDULE APPLICABLE TO THE USE OF THE PARKS, FIELDS, AND COURTS OWNED BY THE BOROUGH OF MIDDLESEX

2. **Ordinance 2052-22** AN ORDINANCE AMENDING CHAPTER 359 TITLED "STREETS AND SIDEWALKS" TO CREATE AN ARTICLE V TITLED "ENFORCEMENT OF TITLE 39 ON PRIVATE PROPERTY" AND A NEW CHAPTER 359-24 TITLED "LOCATIONS FOR ENFORCEMENT" AND ADDING MIDDLESEX VILLAGE TOWNHOMES TO THE LOCATIONS FOR ENFORCEMENT

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

IX. ADOPTION OF MINUTES

1. Approval of the January 4, 2022 Reorganization Meeting Minutes

2. Approval of the December 21, 2021 Regular & Executive Session Meeting Minutes

X. MAYOR'S REPORT

XI. COUNCIL MEMBER REPORTS

1. Council President Eodice
2. Councilman Carnes
3. Councilwoman Flood
4. Councilman Mikolajczyk
5. Councilman Quinn
6. 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 39-2022** Acceptance of Standing Reports

2. **Resolution 40-2022** Extendig the Waiver of Construction Code Fees for Permits Issued for All Hurricane Ida Related Repairs until May 1, 2022

3. **Resolution 41-2022** Resolution of the Borough Council of the Borough of Middlesex Acknowledging the Change in Status for Certain Properties Under the Senior Citizen/ Disabled Person/ Veteran Tax Deductions

4. **Resolution 42-2022** Acknowledging the Change in Status for Certain Properties Under the Veteran Tax Deductions

5. **Resolution 43-2022** Authorizing the Tax Collector to Waive and Adjust Sewer Bills on Block 7.04, Lot 6

6. **Resolution 44-2022** Hiring Maxwell King as a Permanent Part Time Employee Within the Sanitation Department Effective January 10, 2022

7. **Resolution 45-2022** Authorizing the Tax Collector to Waive and Adjust Sewer Bills on Various Properties

8. **Resolution 46-2022** At the Recommendation of Police Chief Geist Extending the Temporary Appointment of Acting Police Sergeant Joleen Auricchio and Acting Police Sergeant James Dolinski Effective February 1, 2022 for a Period Not to Exceed 6 Months

9. **Resolution 47-2022** Appointing James Eodice as the Mayor's Representative and Steve Greco as the Governing Body Representative to the Housing and Community Development Committee for 2022

10. **Resolution 48-2022** At the Recommendation of Chief Geist, the Governing Body Approves Jane Dziadyk, Piscataway, NJ as a Floating School Crossing Guard at $14.75 Per Hour Effective Immediately

11. **Resolution 49-2022** Approving the Purchase of Police Vehicle Equipment in the Amount of $81,545.46

12. **Resolution 50-2022** Approving the Purchase of Two 2022 Utility Interceptor Vehicles for the Police Department in the Amount of $74,254.00

13. **Resolution 51-2022** Approval to Advance Officer Paul Muldowney to Patrolman Class "A" at an Annual Salary of $114,364 Effective January 27, 2022

14. **Resolution 52-2022** Authorizing the Mayor and Borough Clerk to Execute the NJDOT Jurisdictional Agreement #4909 for the Route 28 Streetscape

15. **Resolution 53-2022** Salary and Compensation for Certain Officers/Employees of the Borough of Middlesex Effective January 1, 2022

16. **Resolution 54-2022** Accepting and Adopting the Central Jersey Joint Insurance Fund's 2022 Safety Incentive Program

17. **Resolution 55-2022** Resolution of the Borough of Middlesex Declaring its Official Intent to Reimburse Expenditures for Project Costs from the Proceeds of Debt Obligations in Connection with its Participation in the New Jersey Water Bank

18. **Resolution 56-2022** Resolution of the Borough of Middlesex, in the County of Middlesex, New Jersey, Determining the Form and Other Details of its "Note Relating to the Water Bank Infrastructure Bank", to be Issued in the Principal Amount of Up to $1,120,286, and Providing for the Issuance and Sale of Such Note to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Note by the Borough of Middlesex in Favor of the New Jersey Infrastructure Bank, All Pursuant to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank

19. **Resolution 57-2022** Authorizing the Mayor to Execute a Certificate of Completion Relating to a Redevelopment Project Undertaken by RG Middlesex Urban Renewal, LLC on Real Property Designated as Block 353, Lot 1.01 on the Official Tax Maps of the Borough

20. **Resolution 58-2022** Awarding the Public Relations and Design Consulting Services to Positive Solutions

21. **Resolution 59-2022** Authorizing the Waiver of the Execution of a Developer's Agreement Pursuant to Section 56-47 of the MunicipalCode of the Borough of Middlesex for the Property Known as 5 Factory Lane, Lot 1, Block 350 (PLANNING BOARD APP. NO. P2018-08)

22. **Resolution 60-2022** Resolution of the Borough Council of the Borough of Middlesex Acknowledging the Change in Status for Certain Properties Under the Veteran Tax Deductions for Block 70.06 Lot 12

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 61-2022** 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

1. **Resolution 62-2022** Executive Session

   Public Safety - Municipal Grounds

Contract Negotiations PBA, Veolia & Rescue Squad Lease

Real Estate Negotiations - DOE - Sampling Plant

Litigation - Grammercy Gardens

Personnel - Acting CFO & Administrator Positions

XIX. ADJOURNMENT

1. The next Regular Meeting will be February 8, 2022

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

Resolution #38-2022

AUTHORIZING THE RELEASE OF A DEED RESTRICTION AFFECTING BLOCK 174, LOT 37.01 ON THE BOROUGH OF MIDDLESEX TAX MAP

WHEREAS, N.J.S.A. 40:60-51.2 authorizes a municipality to modify, waive, or release deed restrictions imposed by the municipality; and

WHEREAS, the Owner of Block 174, Lot 37.01 has requested that the Borough remove a certain deed restriction imposed upon the property by the Borough on or around November 9, 1955 after public sale of the property at auction; and

WHEREAS, the deed restriction is recorded in Book 1912, Page 49 of the Middlesex County Register and states as follows:

> This deed is made expressly subject to the following restriction: that no dwelling or building of any kind shall be erected or constructed on said lots unless or until the grantee shall acquire additional land contiguous to the aforesaid lots for a total frontage of at least 75 feet in order that compliance might be had with the zoning provisions of the Borough of Middlesex. [;and]

WHEREAS, the Borough held a duly noticed public hearing on January 25, 2022 in accordance with the requirements of N.J.S.A. 40:60-51.2; and

WHEREAS, having considered the information provided in such hearing, the Borough Council is satisfied that it is no longer appropriate for the above-referenced deed restriction to remain in effect; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Middlesex, County of Middlesex, State of New Jersey, does hereby permanently, completely, irrevocably, and forever release Block 174, Lot 37.01 from the aforementioned deed restriction located in Book 1219, Page 49 of the Middlesex County Register, and further resolves that the owner of said property may record a copy of this Resolution with the Middlesex County Clerk as proof that said deed restriction is no longer of force and effect.

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 January 25, 2022.

ORDINANCE #2051-22

AN ORDINANCE AMENDING CHAPTER 301 ENTITLED "PARKS AND RECREATION AREAS" TO REVISE THE FEE SCHEDULE APPLICABLE TO THE USE OF THE PARKS, FIELDS, AND COURTS OWNED BY THE BOROUGH OF MIDDLESEX

WHEREAS, it is the desire of the Borough of Middlesex to amend and revise the Borough's current parks and recreation ordinance to introduce a new hourly fee schedule for the use of the parks, fields, and courts owned by the Borough.

THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Middlesex in the County of Middlesex and State of New Jersey that Chapter 301 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 301, Article I entitled "Use of Parks", Sections 301-2, 301-3, 301-4, 301-5, and 301-7 are hereby amended as follows (bold and underlined text is to be added while strikethrough text is to be removed):

§ 301-2 Construction; word usage.

In the interpretation of this article and all succeeding park ordinances, the provisions shall be construed as follows:

A. Any term in the singular shall include the plural.
B. Any term in the masculine shall include the feminine and neuter.
C. Any requirement or prohibition of any act shall, respectively, extend to and include the causing and procuring, directly or indirectly, of such act.
D. No provision hereof shall make unlawful any act necessarily performed by any officer or employee of the ~~Commission~~ **Department of Senior Services and Public Recreation** in line of duty or work, as such, or by any person, his agent or employees in the proper and necessary execution of the terms of any agreement with the ~~Commission~~ **Department of Senior Services and Public Recreation .**
E. Any act otherwise prohibited by law or local ordinance shall be lawful if performed under, by virtue of and strictly within the provisions of a permit so to do, and to the extent authorized thereby.

§ 301-3 Territorial scope.

All Middlesex Borough park ordinances shall be effective within all the parks and lands under the administration of the ~~Commission~~ **Department of Senior Services and Public Recreation** and shall regulate the use thereof by all persons.

§ 301-4 Prohibited and restricted uses.

A. Animals.

(1) No person shall cause or permit any animal owned by him, in his custody or under his control, to go or become at large.

(2) Dogs shall be restrained by a leash not exceeding six feet in length.

(3) No person shall hunt, molest, kill, wound, trap, take, chase, shoot, throw missiles at, remove or have in his possession any animal, reptile, bird or egg not owned by him, in his custody or under his control; nor shall he knowingly buy, receive, have in his possession, sell or give away any such animal, reptile, bird or egg.

(4) No person over the age of 13 shall fish in any of the brooks, lakes and ponds bordering the parks unless he has a state license. No person shall kill, wound, discharge or throw missiles at any fish in such waters or place therein any piscivorous fish, poison or any other substances injurious to fish.

B. Disorderly conduct (N.J.S.A. 2A:170-1 to 170-96).

(1) The possession or consumption of any alcoholic beverage by any person under the age of 21 in any public place or place of public assembly is prohibited. In addition, the consumption of any intoxicating beverage at recreational areas of Seneca, Simchock, Runyon fields, the tennis courts and any future developed athletic area in the Borough of Middlesex is prohibited, except by permit. Also, the possession or drinking of any intoxicating beverage by any person at any interscholastic athletic contest is prohibited.

(2) No person shall throw stones or other missiles so as to annoy other persons. Games involving the throwing of missiles to be performed only in designated areas.

(3) No person shall climb or stand upon any wall, fence, shelter, seat, statue or other erection.

(4) No person shall litter in the park, or deposit on the ice or in the ponds any matter that would tend to damage the ice for skating or pollute the ponds.

(5) No person shall fail to obey, nor shall any person interfere with, an officer in the proper performance of his duties.

(6) No person shall remove or open permanent or temporary barriers, signs, directionals, gates or fences.

(7) No persons shall drive, operate and/or park any vehicle upon any grass area unless specifically permitted to do so.

(8) Golfing and the driving of golf balls is prohibited in all parks except Mountain View Park.

C. Explosives. No person shall bring into or have in his possession at said parks any explosives, including any substance, compound, mixture or article having properties of such a character that alone or in combination or conjunction with other substances or compounds may decompose suddenly and generate sufficient heat, gas or pressure or any or all of them to produce rapid flaming or combustion, or to administer a destructive blow to surrounding objects. Fireworks are excepted from this regulation, provided that written approval of the ~~Commission~~ **Department of Senior Services and Public Recreation**, local Police Department and State Department of Labor and Industry is secured for the specific occasion.

D. Firearms, weapons and tools; concealed weapons, according to N.J.S.A. 2A:151-41 to 2A:151-43. No person shall bring into or have in his possession:

(1) Any pistol, revolver or objects upon which loaded or blank cartridges may be used. Official starters at authorized track and field events are excepted from this restriction.
(2) Any tools, instruments, skeleton keys, picklocks, jimmy or other things known as burglar tools, except when authorized by law.
(3) Any rifle, shotgun, air gun, spring gun, slingshot, bow, paint gun or other instrument or weapon in which the propelling force is a spring or air.

E. Fires.

(1) No person shall kindle, build, maintain or use a fire, except in places designated for such a purpose.
(2) All fires shall be continuously under the care and direction of a competent person from the time it is kindled until it is extinguished.
(3) Gas stoves are permitted if a proper permit is obtained from the Bureau of Fire Prevention.
(4) Fuel. Only charcoal, charcoal lighters or fuel provided by the park will be permitted.
(5) No cigar, cigarette or lighted match shall be discarded carelessly or in a manner which may start a fire.

F. Closing hours.
(1) All parks shall close at 9:00 p.m. from September 1 through May 31 and at 10:00 p.m. from June 1 through August 31, except where and when specific closing hours are permitted.
(2) Because of the fact that Mountainview Park has provisions for night baseball and night football, Mountainview Park shall remain open until 11:00 p.m. on those days when baseball games and/or football games are in progress.

G. Opening hours. All parks shall open at sunrise, as defined by the U.S. Weather Bureau for the Somerville area, unless otherwise specified or designated by signs.

H. Vending. No person shall sell or offer for sale any object or merchandise or any other thing within the parks, except by permit of the ~~Commission~~ **Department of Senior Services and Public Recreation**.

I. Minors. No parent or guardian or custodian of any minor shall permit or allow him to do any act prohibited by this article.

J. Speed limit: Mountainview Park.

(1) The speed limit for both directions of traffic along the roadway within Mountainview Park in the Borough of Middlesex shall be established at 15 miles per hour.
(2) Regulating and warning signs shall be erected and maintained to effect the above designated speed limit as authorized by the Department of Transportation.

§ 301-5 Permitted uses and use regulations.

A. The following activities are permitted only at times and in areas so designated for that

purpose by the ~~Commission~~ **Department of Senior Services and Public Recreation** and are otherwise prohibited within the parks:

(1) Swimming, bathing, wading, fishing.
(2) Ice skating, sledding, skiing.
(3) Model-airplane flying.
(4) Boating on ponds, without motors.
(5) Basketball**, soccer**.
(6) Horseshoe pitching.
(7) Tennis.
(8) Picnicking.
(9) Camping.
(10) Football and track.

B. All persons using the facilities of the parks must obey the posted rules and regulations established for the proper, effective and safe utilization of the said facility.
C. Advertising. No person shall post, paint, affix, distribute, hand out, deliver, place, cast or leave about any bill, billboard, placard, ticket, handbill, circular or advertisement of any of the following without written permission of the ~~Commission~~ **Department of Senior Services and Public Recreation**:

(1) Display any flag, banner, transparency, target, sign, placard or any other matter for advertising.
(2) Operate any musical instrument, sound track or drum for advertising purposes, for the purpose of attracting attention to any exhibition, show, performance or other display.

D. Public speeches and rallies will be allowed in accordance with Chapter 292 , Parades and Other Assemblies, and after obtaining a parks permit.
E. Soliciting. No person shall solicit for any purpose except when allowed by permit and also must have a borough license.
F. No horse shall be driven or ridden in the parks except when allowed by permit.

§ 301-7 Permits.

A. A permit shall be necessary for any organization or group of people ~~of 100 or more~~ desiring to use the park facilities **and shall be subject to the appropriate fee schedules as set out in Article II and Article III in this Chapter**.
B. There will be a fee of $1 charged for this permit, which will cover the cost of printing and issuing said permit.
C. Such permit authorizing a person or organization to use any of the parks may be granted upon application to the ~~Commission~~ **Department of Senior Services and Public Recreation**, by written approval.
D. All conditions of the permit approval must be adhered to, and any violation of the terms, conditions, rules and regulations and any falsifications shall constitute grounds for revocation of the permit by the Commission or its authorized representative.
E. If the group obtaining a permit intends to vend or sell alcoholic beverages, permission must be granted by the State Alcoholic Beverage Commission, the local Police Department and the ~~Commission~~ **Department of Senior Services and Public Recreation**.
F. In the event a person, group or organization is denied a permit by the Borough, said person, group or organization may appeal the denial of said permit to the Mayor and

Council by filing a written notice of appeal to the Mayor and Council within 48 hours after being officially notified of the denial of the permit by the Borough. The Mayor and Council shall thereafter, as soon as possible, schedule a hearing to ascertain all of the facts involving the application for the permit and the Mayor and Council may overrule the decision of the Borough and authorize the issuance of a permit.

Section II

Chapter 301, Article II entitled "Use of Athletic Facilities", Section 301-10 is hereby amended as follows (bold and underlined text is to be added while strikethrough text is to be removed):

§ 301-10 Permission required for use of certain facilities; fees.

A. ~~The use of the football field, running track and the girls field hockey field/soccer field is hereby prohibited, and these facilities~~ **Haverstick Park, Charlie Morgan/Runyon Field, and Simchock Park ("Cook Fields") and its facilities** may be used only on a limited basis when permission for the use of same is obtained from the ~~governing body~~ **Department of Senior Services and Public Recreation**.

B. The following fee schedule shall apply to use of Haverstick Park, Charlie Morgan/Runyon Field, and Simchock Park ("Cook Fields") for Middlesex Borough nonsponsored recreational or governing body sanctioned recreational activities:

(1)Residents:

(a) Shall pay a fee per hour for the use of Haverstick Park, Charlie Morgan/Runyon Field, and Simchock Park ("Cook Fields"). Such fee shall be for one-hour blocks of time and may be obtained for multiple hour blocks.

(b) Shall pay a fee per hour for the use of the basketball courts and running track. Such fee shall be for one-hour blocks of time and may be obtained for multiple hour blocks.

(c) These fees shall be subject to a $1 increase per year which shall be as follows:

(1) 2022 - $5 for Parks/Fields; $1 for Courts
(2) 2023 - $6 for Parks/Fields; $2 for Courts
(3) 2024 - $7 for Parks/Fields; $3 for Courts
(4) 2025 - $8 for Parks/Fields; $4 for Courts
(5) 2026 - $9 for Parks/Fields; $5 for Courts (max)
(6) 2027 - $10 for Parks/Fields (max)

***Resident teams or organizations are equivalent to 51% or more Borough residents.**

(2) Nonresidents:

(a) Shall pay a fee per hour for the use of Haverstick Park, Charlie Morgan/Runyon Field, and Simchock Park ("Cook Fields"). Such fee shall

be for one-hour blocks of time and may be obtained for multiple hour blocks.

(b) Shall pay a fee per hour for the use of the basketball courts and running track. Such fee shall be for one-hour blocks of time and may be obtained for multiple hour blocks.

(c) These fees shall be subject to a $2 increase per year which shall be as follows:

(1) 2022 - $10 for Parks/Fields; $2 for Courts
(2) 2023 - $12 for Parks/Fields; $4 for Courts
(3) 2024 - $14 for Parks/Fields; $6 for Courts
(4) 2025 - $16 for Parks/Fields; $8 for Courts
(5) 2026 - $18 for Parks/Fields; $10 for Courts (max)
(6) 2027 - $20 for Parks/Fields (max)

Section III

Chapter 301, Article III entitled "Mountain View Park Regulations", Section 301-14 is hereby amended as follows (bold and underlined text is to be added while strikethrough text is to be removed):

§ 301-14 Regulations and fees for use of the park.
A. Mountain View Park, a park within Middlesex Borough shall be open to the public from sunrise to 9:00 p.m. seven days per week, with the exception of May 31 through August 31 when the park will be open from sunrise to 10:00 p.m. seven days per week.
B. Permits are always required for the use of all athletic fields for organized and/or team use.
C. The following fee schedule shall apply to use of Mountain View Park for Middlesex Borough nonsponsored recreational or governing body sanctioned recreational activities:

(1) Residents:

~~(a) Teams 18 years old and under: $10 per two-hour block.~~
~~(b) Teams 18 years old and over: $20 per two-hour block.~~
~~(c) Seasonal pass, five or more dates (must present dates requested and insurance certificate): $100. Seasons are March to May, June to August, and September to November of each year.~~

(a) Shall pay a fee per hour for the use of the Mountain View Park Fields. Such fee shall be for one-hour blocks of time and may be obtained for multiple hour blocks.

(b) Shall pay a fee per hour for the use of the Mountain View Park Courts (flying field, horseshoe pits, basketball and tennis courts). Such fee shall be for one-hour blocks of time and may be obtained for multiple hour blocks.

(c) These fees shall be subject to a $1 increase per year which shall be as follows:

(1) 2022 - $5 for Parks/Fields; $1 for Courts

(2) 2023 - $6 for Parks/Fields; $2 for Courts
(3) 2024 - $7 for Parks/Fields; $3 for Courts
(4) 2025 - $8 for Parks/Fields; $4 for Courts
(5) 2026 - $9 for Parks/Fields; $5 for Courts (max)
(6) 2027 - $10 for Parks/Fields (max)

*Resident teams **or organizations** are equivalent to 51% or more Borough residents.

(2) Nonresidents:

~~(a) Teams 18 years old and under: $20 per two-hour block.~~
~~(b) Teams 18 years old and over: $40 per two-hour block.~~
~~(c) Seasonal pass, five or more dates (must present dates requested and insurance certificate): $200. Seasons are March to May, June to August, and September to November of each year.~~

(a) Shall pay a fee per hour for the use of the Mountain View Park Fields. Such fee shall be for one-hour blocks of time and may be obtained for multiple hour blocks.

(b) Shall pay a fee per hour for the use of the Mountain View Park Courts (flying field, horseshoe pits, basketball and tennis courts). Such fee shall be for one-hour blocks of time and may be obtained for multiple hour blocks.

(c) These fees shall be subject to a $2 increase per year which shall be as follows:

(1) 2022 - $10 for Parks/Fields; $2 for Courts
(2) 2023 - $12 for Parks/Fields; $4 for Courts
(3) 2024 - $14 for Parks/Fields; $6 for Courts
(4) 2025 - $16 for Parks/Fields; $8 for Courts
(5) 2026 - $18 for Parks/Fields; $10 for Courts (max)
(6) 2027 - $20 for Parks/Fields (max)

(3) Light permit for high school fields for baseball teams or softball teams: $15 per day

~~(4) Courts for basketball teams and tennis teams: $5 per two-hour block.~~

~~(5) Flying field (seasonal permits only):~~

~~(a) Resident: $15.~~
~~(b) Nonresident: $30.~~

(6) (4) Maintenance fees for all baseball and/or softball fields (resident and nonresident):

(a) Friday evening or Saturday (single game): $90 per hour.
(b) Saturday doubleheader: $90 per hour.
(c) Sunday: $180 per hour.
(d) Any rentals for play exceeding three games in a single day shall incur a charge of not less than $90 per hour, two-hour minimum. Such fees shall be estimated prior to issuance of a permit and shall be payable at the time of permit

issuance.

D. Permits are always required for use of the picnic areas for groups of 10 or more people. Permits must be made 15 business days in advance.

E. The following fee schedule shall apply for the usage of picnic areas:

(1) Residents:
  (a) Group of 10 to 25: $20.
  (b) Group of 26 to 50: $40. Park maintenance fee: $90.
  (c) Group of 51 to 100: $80. Park maintenance fee: $180.
  (d) Group of 101 to 200: $100. Park maintenance fee: $180.
  (e) Group of 201 to 300 plus: $200. Park maintenance fee to be determined.

(2) Nonresidents:
  (a) Group of up to 25: $40.
  (b) Group of 26 to 50: $80. Park maintenance fee: $90.
  (c) Group of 51 to 100: $160. Park maintenance fee: $180.
  (d) Group of 101 to 200: $200. Park maintenance fee: $180.
  (e) Group of 201 to 300 plus: $400. Park maintenance fee to be determined.

F. Electricity fee: (resident and nonresident): $10 per day.

G. Implementation of this fee schedule and scheduling the use of the park shall be the responsibility of the ~~Recreation Commission and~~ Department of Senior Services and Public Recreation. Summons will be issued for violations of any of the above permit requirements.

H. Parking:

(1) Parking shall be prohibited on both sides of Van Ness Drive from Bound Brook Road to its intersection with the roadway that surrounds the park and the outlet from JFK Drive.

(2) Parking, stopping or standing shall be prohibited on both sides of the roadway that surrounds the park and horseshoe pits.

(3) Travel parking, stopping or standing shall be prohibited on the roadway that surrounds the basketball courts, tennis court, and hockey rinks.

(4) Parking in Lots Two and Three shall be limited to three hours Monday through Friday, except legal holidays.

(5) Parking on the grass shall be prohibited.

I. Alcohol: Use, possession, and consumption shall be prohibited at all times, except the Borough Council may issue a special permit for legitimate organizations or groups for picnics or social events, and all the permits shall be applied for 60 days before the use and a valid social affairs permit shall be procured as a condition of the exception.

J. Penalties:

(1) Persons violating this article shall be punishable by fines up to $1,000 or imprisonment up to six months, or both.

(2) Exception: Parking violations shall be a fine not to exceed $50.

K. Adoption of this article shall take effect immediately upon passage and shall repeal any ordinances or parts of ordinances inconsistent herewith.

Section IV

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

Section V

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 VI

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 January 25, 2022.

INTRODUCED: January 25, 2022

DATE OF PUBLICATION:
OF INTRODUCTION January 28, 2022

ORDINANCE #2052-22

AN ORDINANCE AMENDING CHAPTER 359 TITLED "STREETS AND SIDEWALKS" TO CREATE AN ARTICLE V TITLED "ENFORCEMENT OF TITLE 39 ON PRIVATE PROPERTY" AND A NEW CHAPTER 359-24 TITLED "LOCATIONS FOR ENFORCEMENT" AND ADDING MIDDLESEX VILLAGE TOWNHOMES TO THE LOCATIONS FOR ENFORCEMENT

WHEREAS, by letter dated November 8, 2021, the Middlesex Village Homeowners Association requested that the Borough enforce Title 39 traffic regulations on its property; and

WHEREAS, the Borough has the power to accept such requests pursuant to N.J.S.A. 39:5A-1 and enforce Title 39 traffic regulations on said property; and

WHEREAS, the Borough Council has determined that enforcement of Title 39 traffic regulations on the Property will benefit the citizens of the Borough; and

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

Section I

The Borough Council of the Borough of Middlesex hereby accepts the November 8, 2021 request of Middlesex Village Homeowners Association for Title 39 Enforcement.

Section II

A new Article V, titled "Enforcement of Title 39 on Private Property", is created within Chapter 359.

Section III

A new Chapter 359-24, titled "Locations for Enforcement", is created within Article V and shall read as follows:

> Pursuant to N.J.S.A. 39:5A-1, the traffic control provisions of Subtitle 1, entitled Motor Vehicle and Traffic Laws, of Title 39 of the Revised Statutes of the State of New Jersey shall be enforced by the Borough of Middlesex Police Department, and/or any other authorized police enforcement agency, at the following locations:
>
> A. Middlesex Village Townhomes

Section IV

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

Section V

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 VI

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 January 25, 2022.

INTRODUCED: January 25, 2022

DATE OF PUBLICATION:
OF INTRODUCTION January 28, 2022

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

Resolution #39-2022

ACCEPTANCE OF STANDING REPORTS

The Governing Body hereby accepts the following Reports itemized below:

1. Acceptance of the JLUB 2021 Annual Report
2. Approval of the Middlesex Community Pool End of Season Report for 2021
3. Acceptance of the December 2021 Tax Totals
4. Acceptance of the November, 2021 Police Department Report
5. Acceptance of Michael Ceccato & Bryan Bausback to the Middlesex Fire Department
6. Acceptance of Brian Mattox, Jr. to the Middlesex Junior Fire Department
7. Accepting the resignation of Al Kriney from the Middlesex Fire Department
8. Accepting Rob Imbriaco as a Qualified Driver for E23 & T18

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 January 25, 2022.

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

Resolution #40-2022

EXTENDIG THE WAIVER OF CONSTRUCTION CODE FEES FOR PERMITS ISSUED FOR ALL HURRICANE IDA RELATED REPAIRS UNTIL MAY 1, 2022

WHEREAS, the Governing Body adopted Resolution #268-2021 on September 14, 2021 which waived the Construction Code Fees for Permits Issued Between September 1, 2021 - December 31, 2021 for all Hurricane Ida Related Repairs; and

WHEREAS, due to the filing extension granted by FEMA to process their claims, some applicants are just receiving payments and just contracting for the repairs of their damage; and

WHEREAS, due to the FEMA filing extension and delay in receipt of these claims, the Governing Body would like to extend the waiver for the Construction Code Fees for Permits for all Hurricane Ida Related Repairs to continue until May 1, 2022.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Middlesex that the Waiver for the Construction Code Fees for Permits related to Hurricane Ida Related Repairs be extended until May 1, 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 January 25, 2022.

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

Resolution #41-2022

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MIDDLESEX ACKNOWLEDGING THE CHANGE IN STATUS FOR CERTAIN PROPERTIES UNDER THE SENIOR CITIZEN/ DISABLED PERSON/ VETERAN TAX DEDUCTIONS

WHEREAS, certain Senior Citizens/Disabled Persons/Veterans were the owners of property in the Borough of Middlesex for the year 2021, 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 10/18/2021, and;

THEREFORE, the Tax Collector has disallowed the following Senior Citizen/Disabled Person/Veteran deduction for the 2021 year totaling $50.68.

Name:	Eloe, Margaret
Block/Lot:	12 / 25
Amount:	$50.68
Reason:	Sale of property 10/18/2021
Year:	2021

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 January 25, 2022.

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

Resolution #42-2022

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

WHEREAS, per (N.J.S.A. 54:4-8.10 et seq.as amended by P.L. 2019 c.413; N.J.A.C. 18:27-1.1 et seq.), certain Veterans were the owners of property in the Borough of Middlesex on or before October 1, 2021, and

WHEREAS, said Veterans did file their claims for the Veteran deduction with the proper official of the Borough of Middlesex, Middlesex County, and

WHEREAS, the Tax Assessor has allowed the following Veteran deduction(s) for the 2022 tax year totaling $250.00

Name: Phillips, Dwayne
Block/Lot: 86.04/ 2
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 January 25, 2022.

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

Resolution #43-2022

AUTHORIZING THE TAX COLLECTOR TO WAIVE AND ADJUST SEWER BILLS ON BLOCK 7.04, LOT 6

WHEREAS, As per Ordinance 1889-16, all users which discharge more than 120,000 gallons of domestic sanitary wastewater per annum, shall be charged a service charge for flow, and:

WHEREAS, any dispute as to the billing or charges or to the amount of the bill or calculation thereof, may be appealed, and;

WHEREAS, said appeal shall be in writing and shall include in sufficient detail, the relief sought, the evidence, information or documents to support the relief sought, and;

WHEREAS, as per the appeal process the proper supporting documentation was submitted and reviewed by the Borough Engineer and;

THERFORE, the following charges on the below properties have been waived or adjusted and/or a refund is due:

Block/Lot:	7.04 / 6
Original Amount:	$101.87
New Amount:	0.00

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 January 25, 2022.

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

Resolution #44-2022

HIRING MAXWELL KING AS A PERMANENT PART TIME EMPLOYEE WITHIN THE SANITATION DEPARTMENT EFFECTIVE JANUARY 10, 2022

The governing body hereby hires Maxwell King, Middlesex, NJ as a permanent part time employee in the Sanitation Department effective January 10, 2022 at $14.00 per hour, 28 hours per week, pending a satisfactory physical and background check.

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 January 25, 2022.

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

Resolution #45-2022

AUTHORIZING THE TAX COLLECTOR TO WAIVE AND ADJUST SEWER BILLS ON VARIOUS PROPERTIES

WHEREAS, As per Ordinance 1889-16, all users which discharge more than 120,000 gallons of domestic sanitary wastewater per annum, shall be charged a service charge for flow, and:

WHEREAS, any dispute as to the billing or charges or to the amount of the bill or calculation thereof, may be appealed, and;

WHEREAS, said appeal shall be in writing and shall include in sufficient detail, the relief sought, the evidence, information or documents to support the relief sought, and;

WHEREAS, as per the appeal process the proper supporting documentation was submitted and reviewed by the Borough Engineer and;

THERFORE, the following charges on the below properties have been waived or adjusted and/or a refund is due:

Block/Lot:	86.02 / 5
Original Amount:	$10.49
New Amount:	0.00

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 January 25, 2022.

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

Resolution #46-2022

AT THE RECOMMENDATION OF POLICE CHIEF GEIST EXTENDING THE TEMPORARY APPOINTMENT OF ACTING POLICE SERGEANT JOLEEN AURICCHIO AND ACTING POLICE SERGEANT JAMES DOLINSKI EFFECTIVE FEBRUARY 1, 2022 FOR A PERIOD NOT TO EXCEED 6 MONTHS

At the recommendation of Police Chief Geist, the Governing Body hereby approves extending the temporary appointments of Acting Sergeant Joleen Auricchio and Acting Sergeant James Dolinski for an additional six months at the annual salary for a Police Sergeant of $124,657. This appointment is effective February 1, 2022 for a period not to exceed 6 months.

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 January 25, 2022.

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

Resolution #47-2022

APPOINTING JAMES EODICE AS THE MAYOR'S REPRESENTATIVE AND STEVE GRECO AS THE GOVERNING BODY REPRESENTATIVE TO THE HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE FOR 2022

WHEREAS, it is necessary for the Borough of Middlesex to appoint a representative to the Middlesex County Housing & Community Development for the year 2022; and

WHEREAS, the Borough of Middlesex is authorized to have a representative appointed to this Committee, one to be appointed by the Mayor and one to be appointed by the Governing Body; and

WHEREAS, the Mayor has appointed James Eodice as his Class I representative to the Housing and Community Development Committee for 2022; and

WHEREAS, the Governing Body has appointed Steve Greco as their representative to the HUD Committee.

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

1. The Mayor hereby appoints James Eodice as the Class I representative and the Governing Body hereby appoints Steve Greco as its representative to the Middlesex County Housing & Community Development Committee for the year 2022.

2. The Borough Clerk is hereby authorized and directed to send a letter to the Housing & Community Development Committee advising the Committee of names, addresses and telephone numbers of the two people who will be serving as representatives for the Borough of Middlesex to the Housing & Community Development Committee for 2022.

3. 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 January 25, 2022.

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

Resolution #48-2022

AT THE RECOMMENDATION OF CHIEF GEIST, THE GOVERNING BODY APPROVES JANE DZIADYK, PISCATAWAY, NJ AS A FLOATING SCHOOL CROSSING GUARD AT $14.75 PER HOUR EFFECTIVE IMMEDIATELY

At the recommendation of Chief Geist, the Governing Body hereby approves hiring Jane Dziadyk, 71 Normandy Drive, Piscataway, NJ as a floating School Crossing Guard at $14.75 per hour effective immediately. Ms. Dziadyk has completed her Police Department background investigation.

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 January 25, 2022.

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

Resolution #49-2022

APPROVING THE PURCHASE OF POLICE VEHICLE EQUIPMENT IN THE AMOUNT OF $81,545.46

WHEREAS, the Police Department of the Borough of Middlesex wishes to purchase the necessary Police Vehicle Equipment in the amount of $81,545.46; and

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

WHEREAS, listed below are authorized police equipment vendors under New Jersey State Contracts as follows:

Island Tech Services - #17-FLEET-00739 - $42,945.78
Safe Fleet - #17-Fleet-00731 - $16,135.00
Stalker - #17-FLEET-00726 - $5,626.00
Tactical Public Safety - A83932 - $7,324.00
Team Life - A84690 - $3,594.00

WHEREAS, quotes were solicited to provide police vehicle equipment from the following vendors not listed under a State Contract:

ResQ Disc - $178.00
Atlantic Tactical - $1,226.44
Visual E-Fex - $2,400.00
D and B Auto Supply - $451.54
Galls - $1,664.70

WHEREAS, the total cost for the purchase of the necessary police vehicle equipment is not exceed $81,545.46; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Middlesex, County of Middlesex, State of New Jersey that the appropriate Borough Officials are hereby authorized to purchase police vehicle equipment utilizing the New Jersey State Contracts and vendors herein; and

NOW BE IT FURTHER RESOLVED, that the CFO hereby certifies that the funds in the amount not to exceed $81,545.46 are available in 2021 Capital Budget, Account No. C-04-21-039-000-071.

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 January 25, 2022.

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

Resolution #50-2022

APPROVING THE PURCHASE OF TWO 2022 UTILITY INTERCEPTOR VEHICLES FOR THE POLICE DEPARTMENT IN THE AMOUNT OF $74,254.00

WHEREAS, the Police Department of the Borough of Middlesex wishes to purchase two (2) 2022 Utility Interceptor Base Vehicles in the amount of $74,254.00 under New Jersey State Contract #20-FLEET-01189; and

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

WHEREAS, Winner Ford, 250 Berlin Road, Cherry Hill, NJ, is an authorized vehicle dealer under the New Jersey State Contract #20-FLEET-01189; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of Middlesex, County of Middlesex, State of New Jersey that the appropriate Borough Officials are hereby authorized to purchase of two (2) Utility Interceptor Base Vehicles under New Jersey State Contract #20-FLEET-01189, from Winner Ford; and

NOW FURTHER BE IT RESOLOVED, that the CFO hereby certifies that the funds in the amount not to exceed $74,254.00 are available in the 2021 Capital Budget, Account No. C-04-21-039-000-071.

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 January 25, 2022.

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

Resolution #51-2022

APPROVAL TO ADVANCE OFFICER PAUL MULDOWNEY TO PATROLMAN CLASS "A" AT AN ANNUAL SALARY OF $114,364 EFFECTIVE JANUARY 27, 2022

WHEREAS, Police Officer Paul Muldowney is eligible for advancement in grade pursuant to Article XV of the Police Department Ordinance; and

WHEREAS, On January 8, 2022 Chief Geist recommended Police Officer Paul Muldowney be advanced in grade.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Middlesex, County of Middlesex, State of New Jersey that Police Officer Paul Muldowney be and is hereby advanced in grade to Patrolman Class “A” effective January 27, 2022 at an annual salary of $114,364.

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 January 25, 2022.

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

Resolution #52-2022

AUTHORIZING THE MAYOR AND BOROUGH CLERK TO EXECUTE THE NJDOT JURISDICTIONAL AGREEMENT #4909 FOR THE ROUTE 28 STREETSCAPE

WHEREAS, the State of New Jersey Department of Transportation has requested that an agreement be entered between the Borough of Middlesex and the State of New Jersey, which would allocate the jurisdictional responsibilities for highway maintenance and control between the Borough of Middlesex and the State of New Jersey with reference to certain intersections of Route 28 and streets within the Borough of Middlesex; and

WHEREAS, maps outlining the jurisdictional limits of each have been reviewed and approved by the Borough of Middlesex.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Middlesex that Mayor John L. Madden and Borough Clerk Linda Chismar, are hereby authorized to execute the Agreement between the Borough of Middlesex and the State of New Jersey.

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 January 25, 2022.

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

Resolution #53-2022

SALARY AND COMPENSATION FOR CERTAIN OFFICERS/EMPLOYEES OF THE BOROUGH OF MIDDLESEX EFFECTIVE JANUARY 1, 2022

WHEREAS, The Mayor and Council has the sole discretion to fix and determine the salaries and compensation of the officers and employees of the Borough of Middlesex; and

WHEREAS, the Administrator has reviewed the salaries of certain officers and employees and the Governing Body and have determined the following salaries and rate of compensation for the following individuals shall be adjusted effective January 1, 2022; and

WHEREAS, the Borough Clerk/Registrar, Tax Collector and Payroll/Human Resources Manager shall also be entitled to the 2022 annual increase given to non-union employees.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Middlesex, County of Middlesex, State of New Jersey that the following salaries and rate of compensation be hereby fixed respectively as follows effective January 1, 2022:

	January 1, 2022 Salary
Borough Clerk/Registrar	$85,000.00
Tax Collector	$70,000.00
Payroll/Human Resources Manager	$58,000.00

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 January 25, 2022.

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

Resolution #54-2022

ACCEPTING AND ADOPTING THE CENTRAL JERSEY JOINT INSURANCE FUND'S 2022 SAFETY INCENTIVE PROGRAM

WHEREAS, Middlesex Borough is a member of the Central Jersey Municipal Joint Insurance Fund (CENTRAL JIF); and

WHEREAS, it is the policy of the CENTRAL JIF to achieve the best and most practical degree of freedom from accidents and / or injuries; and

WHEREAS, the CENTRAL JIF endeavors to ensure that all of their members' employees, volunteers and public are provided with a safe and healthy environment, free from any recognized hazards; and

WHEREAS, the CENTRAL JIF endeavors to ensure that all of their members are in compliance with applicable safety and health requirements; and

WHEREAS, the CENTRAL JIF's Safety Committee is made up of representatives of the Fund's Municipalities, along with the professionals employed by the Fund; and

WHEREAS, the new Program will assist all the Central JIF members in becoming or maintaining compliance with all Public Employees Occupational Safety and Health (PEOSH) Requirements; and

WHEREAS, the CENTRAL JIF has adopted the new 2022 SAFETY INCENTIVE PROGRAM which should succeed in providing a safe, healthful and pleasant environment; and

NOW; THEREFORE, BE IT RESOLVED, by the Borough Council of Middlesex Borough, County of Middlesex, State of New Jersey that the Central Jersey Joint Insurance Fund SAFETY INCENTIVE PROGRAM be adopted by the Borough of Middlesex.

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 January 25, 2022.

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

Resolution #55-2022

RESOLUTION OF THE BOROUGH OF MIDDLESEX DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR PROJECT COSTS FROM THE PROCEEDS OF DEBT OBLIGATIONS IN CONNECTION WITH ITS PARTICIPATION IN THE NEW JERSEY WATER BANK

WHEREAS, the Borough of Middlesex, in the County of Middlesex, New Jersey (the "Borrower") intends to acquire, construct, renovate and/or install the environmental infrastructure project more fully described in **Exhibit A** attached hereto (the "Project");

WHEREAS, the Borrower intends to finance the Project with debt obligations of the Borrower (the "Project Debt Obligations") but may pay for certain costs of the Project (the "Project Costs") prior to the issuance of the Project Debt Obligations with funds of the Borrower that are not borrowed funds;

WHEREAS, the Borrower reasonably anticipates that obligations, the interest on which is excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), will be issued by the New Jersey Infrastructure Bank (the "Issuer") to finance the Project on a long-term basis by making a loan to the Borrower with the proceeds of the Issuer's obligations (the "Project Bonds"); and

WHEREAS, the Borrower desires to preserve its right to treat an allocation of proceeds of the Project Debt Obligations to the reimbursement of Project Costs paid prior to the issuance of the Project Debt Obligations as an expenditure for such Project Costs to be reimbursed for purposes of Sections 103 and 141 through 150, inclusive, of the Code.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower as follows:

Section 1. The Borrower reasonably expects to reimburse its expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with proceeds of its Project Debt Obligations.

Section 2. This resolution is intended to be and hereby is a declaration of the Borrower's official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with the proceeds of a borrowing to be incurred by the Borrower, in accordance with Treasury Regulations §150-2.

Section 3. The maximum principal amount of the Project Debt Obligations expected to be issued to finance the Project is $1,120,286.

Section 4. The Project Costs to be reimbursed with the proceeds of the Project Debt Obligations will be "capital expenditures" in accordance with the meaning of Section 1.150-2 of the Code.

Section 5. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the Project Bonds used to reimburse the Borrower for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the Project Debt Obligations or another issue of debt obligations of the Borrower, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1).

Section 6. All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the Project Debt Obligations is paid, or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

Section 7. This resolution shall take effect immediately.

Exhibit A

The project consists of the rehabilitation of the Greenbrook Road and Louis Avenue Pump Stations and an infiltration/inflow study to reduce/eliminate infiltration/inflow from the sanitary sewer system.

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 January 25, 2022.

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

Resolution #56-2022

RESOLUTION OF THE BOROUGH OF MIDDLESEX, IN THE COUNTY OF MIDDLESEX, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE WATER BANK INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO $1,120,286, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE BOROUGH OF MIDDLESEX IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK

WHEREAS, the Borough of Middlesex (the "Local Unit"), in the County of Middlesex, New Jersey, has determined that there exists a need within the Local Unit to acquire, construct, renovate or install a project consisting of the rehabilitation of the Greenbrook Road and Louis Avenue Pump Stations and an infiltration/inflow study to reduce/eliminate infiltration/inflow from the sanitary sewer system (the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the "New Jersey Water Bank") of the New Jersey Infrastructure Bank (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the acquisition, construction, renovation or installation of the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "Construction Loan") to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the "Construction Financing Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the "Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to $1,120,286 (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by (i) bond ordinance #1907-17 of the Local Unit, which bond ordinance is entitled "BOND ORDINANCE PROVIDING FOR A SANITARY SEWER REHABILITATION PROJECT FOR THE BOROUGH OF MIDDLESEX, NEW JERSEY, APPROPRIATING $2,450,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $2,327,500 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF SUCH APPROPRIATION" and was finally adopted by the Local Unit at a meeting duly called and held on February 28, 2017, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law; and (ii) bond ordinance #2040-21 of the Local Unit, which bond ordinance is entitled "BOND ORDINANCE AMENDING IN PART BOND ORDINANCE NO. 1907-17 ADOPTED ON FEBRUARY 28, 2017, PROVIDING FOR A SANITARY SEWER REHABILITATION PROJECT FOR THE BOROUGH OF MIDDLESEX, IN ORDER TO EXPAND THE SCOPE OF IMPROVEMENTS TO INCLUDE PHASE II OF SAID PROJECT, AND TO INCREASE THE APPROPRIATION THEREFOR BY $500,000 FOR A TOTAL APPROPRIATION OF $2,950,000, TO INCREASE THE AUTHORIZED BONDS AND NOTES TO BE ISSUED TO FINANCE A PORTION OF THE COSTS THEREOF BY $500,000 FOR A TOTAL DEBT AUTHORIZATION OF $2,827,500, AND TO INCREASE THE ALLOCATION OF THE APPROPRIATION TO COSTS PERMITTED UNDER N.J.S.A. 40A:2-20, AUTHORIZED IN AND BY THE BOROUGH OF MIDDLESEX, IN THE COUNTY OF MIDDLESEX, NEW JERSEY" and was finally adopted by the Local Unit at a meeting duly called and held on September 14, 2021, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

(a) the principal amount of the Note to be issued shall be an amount up to $1,120,286;
(b) the maturity of the Note shall be as determined by the I-Bank;
(c) the interest rate of the Note shall be as determined by the I-Bank;
(d) the purchase price for the Note shall be par;
(e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
(f) the Note shall be issued in a single denomination and shall be numbered "NJWB-CFP-22-1";
(g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
(h) the Note shall be executed by the manual or facsimile signatures of the Mayor

and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of GluckWalrath LLP is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to GluckWalrath LLP, bond counsel to the Local Unit, David E. Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

EXHIBIT A

BOROUGH OF MIDDLESEX
NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK

$_____ **_____, 2022**

NJWB-CFP-22-1

FOR VALUE RECEIVED, the Borough of Middlesex, County of Middlesex, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note"); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

"Administrative Fee" means the "NJDEP Fee" as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

"Anticipated Financing Program" means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

"Anticipated Long-Term Loan" means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" or **"Costs"** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Credit Policy" means the "New Jersey Infrastructure Bank Credit Policy," as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Financial Plan" means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

"I-Bank Bonds" means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

"Interest" means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

"Interest Rate" means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

"Issue Date" means the date of issuance of this Note.

"Loan" means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

"Loan Disbursement Requisition" means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

"Maturity Date" means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be _____, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20__. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

(A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20__, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.

(B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20__, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20__, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

"New Jersey Water Bank" means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

"NJDEP" means the New Jersey Department of Environmental Protection.

"Payment Date" means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) _____ Dollars ($_____), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be

required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

(e) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(f) Reliance. The Borrower hereby acknowledges that the I-Bank is making the

Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it

shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall

be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated,

set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated

costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Borough of Middlesex, 1200 Mountain Avenue, Middlesex, New Jersey 08846, Attention: Caroline Benson, Acting Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

BOROUGH OF MIDDLESEX

[SEAL]

By:_____
Mayor

ATTEST:

_____
Clerk

By:_____
Chief Financial Officer

EXHIBIT A-1

Description of the Project

EXHIBIT B
EXHIBIT C

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 January 25, 2022.

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

Resolution #57-2022

AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF COMPLETION RELATING TO A REDEVELOPMENT PROJECT UNDERTAKEN BY RG MIDDLESEX URBAN RENEWAL, LLC ON REAL PROPERTY DESIGNATED AS BLOCK 353, LOT 1.01 ON THE OFFICIAL TAX MAPS OF THE BOROUGH

WHEREAS, on May 27, 2020, the Borough and RG Middlesex Urban Renewal, LLC (the "**Redeveloper**") entered into a Redevelopment Agreement (the "**Redevelopment Agreement**") for the redevelopment of certain real property located within the Borough, specifically Block 353, Lots 1.01 and 1.02 on the tax maps of the Borough (the "**Property**"), and pursuant to which the Redeveloper was to develop, design, finance and construct a project consisting of approximately 400,000 square feet of industrial warehouse space on the Property, and including the construction of utilities, driveway, street lighting, landscaping, and other site plan improvements in accordance with the requirements of the Borough's Redevelopment Plan (collectively, the "**Project**"), which Redevelopment Plan was adopted by the governing body of the Borough on September 10, 2019, pursuant to Ordinance No. 1974-19; and

WHEREAS, the Redeveloper has completed construction of the Project and obtained certificates of occupancy ("**C of O**") from the Borough, and has further submitted satisfactory evidence ("**Completion Submissions**") that the conditions to the issuance of a Certificate of Completion under the Redevelopment Agreement have been satisfied; and

WHEREAS, in accordance with the Redevelopment Agreement, the Redeveloper has requested the issuance of a Certificate of Completion for the Project; and

WHEREAS, based on the issuance of the C of O and receipt of the Completion Submissions, the Mayor and Council are satisfied that the conditions to issuance of the Certificate of Completion have been satisfied.

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 Mayor is hereby authorized to execute the Certificate of Completion, in the form annexed hereto as Exhibit A, subject to minor modification or revision, as deemed necessary and appropriate after consultation with counsel.

2. The Borough Clerk is directed to forward executed copies of the Certificate of Completion 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 the Redeveloper. The Borough Clerk shall retain at least one (1) fully executed copy of the Certificate of Completion on file in her office.

3. 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 deemed advisable by the Borough Attorney or Special Redevelopment Counsel.

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 January 25, 2022.

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

Resolution #58-2022

AWARDING THE PUBLIC RELATIONS AND DESIGN CONSULTING SERVICES TO POSITIVE SOLUTIONS

WHEREAS, pursuant to 40A:11-4.4, sealed bids were requested on December 13, 2021 pursuant to a duly noticed and published Request for Proposals for Public Relations and Design Consulting Services; and

WHEREAS, sealed bids were received and opened publicly on December 28, 2021 at 11:00am for Public Relations and Design Consulting Services as follows; and

TeliApp Corp.
401 No. Wood Avenue
Linden, NJ
Yearly Flat Rate: $84,000.00

Direct Development
97 Apple Street
Tinton Falls, NJ
Yearly Flat Rate: $55,200.00

Positive (+) Solutions
186 Burnet Crescent
Robbinsville, NJ
Yearly Flat Rate: $30,000.00

Fuerza Strategy
312 North Ave East
Cranford, NJ
Yearly Flat Rate: $24,000.00

WHEREAS, at the recommendation of the Borough Administrator, the Borough is awarding the contract to Positive (+) Solutions from January, 2022 through December, 2022.

NOW THEREFORE BE IT RESOLVED, the Governing Body hereby authorizes the Mayor to execute the Contract with Positive (+) Solutions from January, 2022 through December, 2022 in the amount of $30,000.00 per year.

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 January 25, 2022.

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

Resolution #59-2022

AUTHORIZING THE WAIVER OF THE EXECUTION OF A DEVELOPER'S AGREEMENT PURSUANT TO SECTION 56-47 OF THE MUNICIPALCODE OF THE BOROUGH OF MIDDLESEX FOR THE PROPERTY KNOWN AS 5 FACTORY LANE, LOT 1, BLOCK 350 (PLANNING BOARD APP. NO. P2018-08)

WHEREAS, Section 56-47 of the Municipal Code of the Borough of Middlesex requires the execution of a developer's agreement between an applicant and a developer upon the granting of final site plan approval by the Joint Land Use Board (or predecessor Planning Board or Zoning Board of Adjustment) of the Borough of Middlesex; and

WHEREAS, on January 23, 2019, the Planning Board granted preliminary and final site plan approval to the applicant Reagent Chemical & Research, Inc., for the property located at 5 Factory Lane, Lot 1 of Block 350 in the HI Heavy Industrial Zone, with the resolution of said Board attached hereto; and

WHEREAS, Condition 6 of the resolution of the Board directs the Applicant to "request a waiver of the municipal requirement for a Developer's Agreement of from Governing Body" which Applicant has done through correspondence to the Borough dated September 2, 2021; and

WHEREAS, Applicant has noted that the proposed improvements consist of the construction of a 1,050 sf modular building and additional parking spaces on a much larger site. As a result, there will be relatively minimal site work on the property, the oversight of which can be handled in accordance with the detailed resolution of the Planning Board, and in consideration of same waiver of the Borough's requirement for a developer's agreement is appropriate; and

WHEREAS, having reviewed the resolution of the Planning Board and having considered the recommendation of same, the Borough Council desires to grant the Applicant's request and waive the Developer's Agreement requirement of Section 56-47 of the Municipal Code of the Borough of Middlesex; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Middlesex, County of Middlesex, State of New Jersey, does hereby waive the Developer's Agreement requirement of Section 56-47 of the Municipal Code of the Borough of Middlesex for the project approved in Planning Board App. No. 2018-08 and granting preliminary and final site plan approval to Reagent Chemical & Research, Inc., for the property located at 5 Factory Lane (Lot 1 of Block 350).

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 January 25, 2022.

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

Resolution #60-2022

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MIDDLESEX ACKNOWLEDGING THE CHANGE IN STATUS FOR CERTAIN PROPERTIES UNDER THE VETERAN TAX DEDUCTIONS FOR BLOCK 70.06 LOT 12

WHEREAS, per (N.J.S.A. 54:4-8.10 et seq.as amended by P.L. 2019 c.413; N.J.A.C. 18:27-1.1 et seq.), certain Veterans were the owners of property in the Borough of Middlesex on or before October 1, 2021, and

WHEREAS, said Veterans did file their claims for the Veteran deduction with the proper official of the Borough of Middlesex, Middlesex County, and

WHEREAS, the Tax Assessor has allowed the following Veteran deduction(s) for the 2022 tax year totaling $250.00

Name: Forte, Pamela
Block/Lot: 70.06 / 12lot
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 January 25, 2022.

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

Resolution #61-2022

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 January 25, 2022.

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

Resolution #62-2022

EXECUTIVE SESSION

WHEREAS, N.J.S.A. 10:4-12 allows for a Public Body to go into closed session during a Public Meeting; and

WHEREAS, the Governing Body of the Borough of Middlesex has deemed it necessary to go into closed session to discuss certain matters which are exempted from the Public which include: Public Safety - Municipal Grounds, Contract Negotiations - PBA, Veolia & Rescue Squad Lease, Personnel - Acting CFO & Administrator position, Real Estate Negotiations - Department of Energy - Sampling Plant; Litigation - Grammercy Gardens; and

WHEREAS, the regular meeting of this Governing Body will reconvene.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Middlesex will go into closed session for the following reason listed below as outlined in N.J.S.A. 10:4-12 and the minutes will be kept, and once the matter involving the confidentiality of the items no longer require confidentiality, the minutes can be made public.

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 January 25, 2022.