

**BOROUGH OF MIDDLESEX
REGULAR MEETING
AGENDA
FEBRUARY 23, 2016
7 PM**

1. **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.
2. **SALUTE TO FLAG**
3. **ROLL CALL:**

Greco [] Kaplan [] Corley [] Madden [] Schueler [] Mikolajczyk []
Mayor DiMura []
4. **APPOINTMENTS**
 1. Zoning Board – Second Alternate – Mike Jones
5. **PROCLAMATIONS**
6. **PRESENTATIONS**
7. **PUBLIC HEARING**
 1. **ORDINANCE NO. 1885-16 – AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF MIDDLESEX, COUNTY OF MIDDLESEX, NEW JERSEY, TO ESTABLISH AND ADD CHAPTER 104, PUBLIC PARKS AND FIELDS COMMITTEE**
 2. **ORDINANCE NO. 1886-16 – AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF MIDDLESEX, COUNTY OF MIDDLESEX, NEW JERSEY, CHAPTER 26, ECONOMIC DEVELOPMENT COMMITTEE**
8. **NEW BUSINESS - None**
9. **ADOPTION OF MINUTES**
 1. Approval of the February 6, 2016 Special Meeting Minutes and the February 9, 2016 Regular Meeting Minutes
10. **REPORTS - STANDING COMMITTEES:**
 1. Finance/Taxation/Real Estate/Insurance/Public Utilities
 - A. Treasurer's Report – January, 2016

2. Recreation/Recreation Fields/Swim Pool/Community Celebrations
 - A. HUD Report
3. Fire/OEM/Board of Health/Rescue Squad
 - A. Request from the Board of Health to amend Chapter 383 of the Borough Code to change the smoking age to 21
 - B. Amend Chapter 343-8 to Prohibit Smoking in Public Parks and Recreational Areas
 - C. Parker Firehouse Coin Toss
 - D. Renewal of the Rescue Squad Contract (end date 8/16)
 - E. Training for Fire Department
4. Public Works/Buildings & Grounds/Recycling
 - A. DPW Report
5. Police/Legal/Code Enforcement/Construction/Municipal Court
 - A. Approval of the 2015 Annual Construction Report
6. Administration/Department of Senior Services/Legislation/Licensing
 - A. Middlesex Codification Books

11. REPORTS

Mayor

1. Superfoods Marketplace
2. Landfill
3. Police Pickup Truck to DPW

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.

12. **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 #41-16 Accepting the retirement of Sergeant Jeffery Bevan effective March 1, 2016 and authorizing the treasurer to pay his full allowance of \$68,570.55 in accordance with the PBA Contract.
2. Resolution #42-16 Accepting the recommendations of the HUD Committee for the 2016 HUD Grant Funds in the amount of \$48,921.
3. Resolution #43-16 Approving the MCUA Temporary Discharge Approval Application for the Groundwater Remediation Control that run under Factory Lane
4. Resolution #44-16 Authorizing the Disbursing Officers to refund escrow monies to close various escrow accounts.
5. Resolution #45-16 Extending the employment of Robyn Seif, the Temporary Part-Time Administrative Assistant in the Police department an additional 8 weeks at \$13.00/hour for 20 hours per week effective February 23, 2016.
6. Resolution #46-16 Authorizing Remington, Vernick & Vena to perform the testing of the pits at Mountainview Park for a cost not to exceed \$5,000.
7. Resolution #47-16 Authorizing Remington, Vernick & Vena to perform the Historic Architectural Study at Victor Crowell Park for a cost not to exceed \$3,600.
8. Resolution #48-16 The governing body hereby approves the Swim Pool Commission make payment to the Borough of Middlesex for the Bond for the Upgrades for the Swim Pool over a 20 year payout in the amount of \$78,528 per year, or until the bond is paid in full.
9. Resolution #49-16 Approving the RBA Group to the Engineer Design Consultant for the Safe Routes to School Design Assistance Program.
10. Resolution #50-16 Advancing Police Officer Scott Christofides to Patrolman Class "E" effective March 12, 2016 at an annual salary of \$69,015.
11. Resolution #51-16 Advancing Police Officer Paul Steffanelli to Patrolman Class "E" effective March 12, 2016 at an annual salary of \$69,015.
13. **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 #52-16 Pay all Claims
14. **PRIVILEGE OF THE FLOOR**
15. **EXECUTIVE SESSION**
16. **AGENDA WORKSHOP ITEMS**

1. Request to amend ordinance regarding snow removal on public sidewalks
2. Request by the Police Chief to fill Captain's position
3. Posting for Plumbing Inspector
4. Discussion regarding the IT position.

17. PRIVILEGE OF THE FLOOR ON AGENDA WORKSHOP ITEMS

18. ADJOURNMENT. The next Regular Meeting will be on March 8, 2016.

ORDINANCE NO. 1885-16

**AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF MIDDLESEX,
COUNTY OF MIDDLESEX, NEW JERSEY, TO ESTABLISH AND ADD CHAPTER 104,
PUBLIC PARKS AND FIELDS COMMITTEE**

WHEREAS, Article V, § 6-27 permits the Mayor to establish such other committees as may be necessary in the interests of the Borough;

WHEREAS, the Governing Body of the Borough upon due consideration believes it to be in the best interests of the residents of the Borough to preserve, manage and upkeep its public parks and fields;

NOW, THEREFORE, an Advisory Committee shall be formed to advise and inform the Governing Body of the Borough of the status and conditions of its public parks and fields;

§ 104-1 Advisory Committee.

The Committee shall be comprised of seven members who must be residents of the Borough, appointed for 5 year terms by the Mayor and a council liaison, all who shall serve without compensation. The members shall choose from its members one individual to serve as Chairman and another to serve as Secretary, who shall both serve for a period of one year or the first calendar meeting of any year, whichever shall occur first.

§ 104-2 Duties.

The Committee shall inventory all public parks and fields within the Borough and shall, from time to time, make visual inspections of such parks and fields to determine the condition thereof. On an annual basis, but no later than the last scheduled meeting of any calendar year, the Committee shall prepare a report of the condition of all public parks and fields and a recommendation to the Governing Body what actions and improvements to undertake upon such parks and fields which may benefit or be for the public good. The Governing Body may, but is not bound to act upon any such recommendations. The Governing Body may, from time to time, ask the Committee to undertake specific actions or inquiry concerning any or all public parks and fields.

This Ordinance shall take effect upon final adoption and publication as required by law.

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: February 9, 2016

DATE PUBLICATION
OF INTRODUCTION: February 12, 2016

ORDINANCE NO. 1886-16

**AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF MIDDLESEX,
COUNTY OF MIDDLESEX, NEW JERSEY, CHAPTER 26,
ECONOMIC DEVELOPMENT COMMITTEE**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF
MIDDLESEX THAT:**

Subsection 26-2 shall be amended as follows:

- A. The Committee so created shall consist of four citizen members and five business owner representatives of the Borough.
- B. The Mayor, or his/her designee, who shall be a member of Council (nonvoting) shall be annually designed at the Reorganization Meeting of the Borough by the Borough Council or as soon thereafter as practical.

Subsection 26-5 shall be amended as follows:

A majority of the members (five of nine) shall constitute a quorum of the Committee.

This ordinance shall take effect upon final adoption and publication as required by law.

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: February 9, 2016

DATE PUBLICATION
OF INTRODUCTION: February 12, 2016

ADOPTED: February 23, 2016

DATE OF PUBLICATION
OF ADOPTION:

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

Resolution #41-16

The Mayor and Council hereby accept Sergeant Jeffery Bevan's retirement effective March 1, 2016 and authorize the Treasurer to pay Sergeant Bevan his full allowance of \$ 68,570.55 in accordance with his PBA Contract in the next regular borough payroll of March 4, 2016. The benefits include the following:

32 Unused Vacation Days	\$ 13,818.88
466.5 Hours Compensation Time	\$ 25,181.67
3 months Terminal Leave	\$ 28,070.00
Uniform Allowance	\$ 1,500.00
TOTAL	\$ 68,570.55

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

I CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT ABSTRACT OF A RESOLUTION REGULARLY ADOPTED AT A MEETING OF THE COMMON COUNCIL OF MIDDLESEX, HELD

AND IN THAT RESPECT A TRUE AND CORRECT COPY OF ITS MINUTES

CLERK OF THE BOROUGH OF MIDDLESEX, NJ

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

Resolution #42-16

The following items have been approved by the Housing and Community Development Committee to be submitted to the Middlesex County Housing & Community Development for approval for the use of the 2016 Grant Funds:

Senior Coordinator Salary	\$11,075
Senior Van Driver	\$7,500
Code Enforcement	\$7,500
Nutritional Program	\$7,500
Garbage Pails (10) & Benches (6) for Mtn. Ave. & Bound Brook Rd.	\$6,000
Prefab Shed for Senior Vehicles	\$9,346
TOTAL	\$48,921

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

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

Resolution #43-16

WHEREAS, New Fields, on behalf of Bayer Crop Science, Inc. is providing a copy of the Temporary Discharge Approval Application for Groundwater Remediation Control at the Factory Lane Site in Middlesex to be submitted to the Middlesex County Utilities Authority (MCUA); and

WHEREAS, New Fields, on behalf of Bayer Crop Science, Inc. is seeking MCUA's approval to discharge the treated water generated by these activities to the MCUA treatment plant via a metered connection to the Middlesex Borough's Sanitary Sewer System in Factory Lane; and

WHEREAS, New Fields, on behalf of Bayer Crop Science, Inc. is required to have the Borough's approval on a yearly basis for temporary use of the culverts that run under Factory Lane and the Conrail Port Reading Railroad, as the Factory Lane Site has resulted in arsenic impacts to soil and groundwater.

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

1. Middlesex Borough hereby approves the execution of the Middlesex County Utilities Authority Temporary Discharge Approval Application for the Groundwater Remediation Control and approves New Fields, on behalf of Bayer CropScience, Inc., temporary use of the culverts that run under Factory Lane and the Conrail Port Reading Railroad.
2. This resolution shall take effect immediately.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

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

Resolution #44-16

BE IT RESOLVED, by the Mayor and Council of the Borough of Middlesex, New Jersey that the disbursing officers be and are hereby authorized to refund escrow monies to close the following escrow accounts:

Block/Lot Amount	Name & Address	Mailing Address	
56/18	Kevin Levonaitis E Wilson St	22 Beardslee Rd, Hillsborough, NJ 08844	18.25
56/18.01	Kevin Levonaitis 7 E Wilson St	22 Beardslee Rd, Hillsborough, NJ 08844	41.25
56/18.01	Kevin Levonaitis 7 E Wilson St	22 Beardslee Rd, Hillsborough, NJ 08844	250.00
56/18.02	Kevin Levonaitis 9 E Wilson St	22 Beardslee Rd, Hillsborough, NJ 08844	41.25
56/18.02	Kevin Levonaitis 9 E Wilson St	22 Beardslee Rd, Hillsborough, NJ 08844	250.00
131/3	Bayer Crop Science Inc 100 Factory Ln	Newfields, c/o Debora Yereance 22 West St, Red Bank, NJ 07701	1077.01
140/7	Robert A Imbriaco 419 D St	419 D St, Middlesex, NJ 08846	500.00
144.01/1	Orlando Commercial Development 275 Lincoln Blvd	221 Beechwood Ave, Middlesex, NJ 08846	1000.01
144.01/1	Orlando Commercial Development 275 Lincoln Blvd	221 Beechwood Ave, Middlesex, NJ 08846	8.25
144.01/1	Orlando Commercial Development 275 Lincoln Blvd 277 Lincoln Holdings	221 Beechwood Ave, Middlesex, NJ 08846	10.51
147/3	LLC	277 Lincoln Holdings LLC, Attn: Steve Braun 886 Belmont Ave, Ste B, North Haledon, NJ 07508	165.00
147/3	277 Lincoln Blvd 277 Lincoln Holdings LLC	277 Lincoln Holdings LLC, Attn: Steve Braun 886 Belmont Ave, Ste B, North Haledon, NJ 07508	5000.17
197/15.03	Satellite Builders LLC 437 Giles Ave	Ron Snyder, 141 Union Ave, Suite 8 Middlesex, NJ 08846	250.00
206/33	Rod R Donovan 1316 Bound Brook Rd	502 Farley Rd, Tewksbury, NJ 08889	750.00

279/20/C0001	Philip Lopa 839 Lincoln Blvd Orlando Investments LLC	342 Grant Ave, Middlesex, NJ 08846	343.45
295/20	448 Voorhees Ave Estate of Frank DeAngelis	221 Beechwood Ave, Middlesex, NJ 08846	43.25
319/26	William St	50 Mason Farm Rd, Ringoes, NJ 08551	67.25
319/36	T-Mobile USA Inc 90 Wood Ave Union Carbide Corporation	c/o Warren Stillwell, Esq, Cooper Levinson Law Office, 1125 Atlantic Ave, Atlantic City, NJ 08401	307.01
353/1	River Rd	RCS-LEG Piscataway LLC % Linque Mgmt 1 Meadowlands, Ste 803 East Rutherford, NJ 07073	412.63

including interest to date of refund.

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

ADOPTED _____

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

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

Resolution #45-16

Extending the employment of Robyn Seif, the Temporary Part-Time Administrative Assistant in the Police Department an additional 8 weeks at \$13.00/hr. 20 hours a week effective February 23, 2016.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

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

Resolution #46-16

WHEREAS, the governing body would like to conduct necessary testing at Mountainview Park in order to consider the 3 phase project proposal that they were provided to improve Mountainview Park; and

WHEREAS, in order to move forward with the field, it is necessary to have Remington, Vernick & Vena conduct testing of the pits at Mountainview Park for a cost not to exceed \$5,000; and

WHEREAS, there was consensus of the governing body at the February 9, 2016 Regular Meeting.

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

- 1 The governing body hereby authorizes Remington, Vernick & Vena to perform the testing of the pits at Mountainview Park for a cost not to exceed \$5,000.
2. This resolution shall take effect immediately.

NOW FURTHER BE IT RESOLVED, that the Treasurer confirms that \$5,000 is available in Account No. 024000-00-3010-90.

Caroline Benson

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

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

Resolution #47-16

WHEREAS, the governing body has been given a proposal from Remington, Vernick & Vena to do a Dam Repair Study at Victor Crowell Park in order for the NJDEP to issue wetlands permitting; and

WHEREAS, the cost for this Historic Architectural Study is \$3,600; and

WHEREAS, there was consensus of the governing body at the February 9, 2016 Regular Meeting.

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

- 2 The governing body hereby authorizes Remington, Vernick & Vena to perform the Historic Architectural Study at Victor Crowell Park for a cost not to exceed \$3,600.
3. This resolution shall take effect immediately.

NOW FURTHER BE IT RESOLVED, that the Treasurer confirms that \$3,600 is available in Account No. 024000-00-3009-90.

Caroline Benson

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

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

Resolution #48-16

WHEREAS, the term of the Bond for the Upgrades for the Swim Pool has a 10 year payment schedule; and

WHEREAS, the Swim Pool Commission believed that the debt service payments would be spread out over a 15 – 20 year period; and

WHEREAS, the Mayor and Council concurred that the Swim Pool Commission can make annual payments on the debt service for this project over a 20 year payout in the amount of \$78,528 per year, or until the bond is paid in full.

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

1. The governing body hereby approves the Swim Pool Commission make payment to the Borough of Middlesex for the Bond for the Upgrades for the Swim Pool over a 20 year payout in the amount of \$78,528 per year, or until the bond is paid in full.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

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

Resolution #49-16

WHEREAS, The RBA Group has been selected by the NJDOT as a qualified firm to assist municipalities, through the NJDOT Safe Routes to School Design Assistance Program; and

WHEREAS, the Borough of Middlesex received a grant from the NJDOT in the amount of \$330,000; and

WHEREAS, at the recommendation of the Borough Engineer, the governing body wishes to appoint the RBA Group, Inc. as the Engineer Design Consultant for the Safe Routes to School Design Assistance Program.

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

1. The Governing Body hereby approves RBA Group as the Engineer Design Consultant for the Safe Routes to School Design Assistance Program.
2. RBA Group's final authorization to design under the grant is subject to the NJDOT approval and RBA's forthcoming cost proposal for the work.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

Be it resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:
Resolution #50-16

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

WHEREAS, On February 17, 2016 Chief Geist recommended Police Officer Scott Christofides 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 Scott Christofides be and is hereby advanced in grade to Patrolman Class "E" effective March 12, 2016 at an annual salary of \$69,015.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

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

Resolution #51-16

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

WHEREAS, On February 17, 2016 Chief Geist recommended Police Officer Paul Steffanelli 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 Steffanelli be and is hereby advanced in grade to Patrolman Class "E" effective March 12, 2016 at an annual salary of \$69,015.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

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

Resolution #52-16

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.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Greco				
Kaplan				
Madden				
Mikolajczyk				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

Kathleen Anello

From: Chief Geist
Sent: Thursday, February 18, 2016 4:21 PM
To: Kathleen Anello
Subject: Pick Up Truck

Kathy,

The truck that DPW wants is a 2001 Ford F150.

Matthew P. Geist
Chief of Police
Middlesex Police Department
(732) 356-1900 Ext. 226

FBINA - 253rd Session

Up-to-the-minute updates from city agencies by e-mail and cell phone: www.nixle.com

Visit our Website at WWW.MIDDLESEXPD.COM

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**MIDDLESEX COUNTY UTILITIES AUTHORITY
TEMPORARY DISCHARGE APPROVAL**

APPLICANT / RESPONSIBLE PARTY:

Bayer CropScience LP
2 T.W. Alexander Drive
P.O. Box 12014
Research Triangle Park, NC 27709

LOCATION:

Reagent Chemical Company
GW Treatment & Technology
100 Factory Lane
Middlesex, NJ 08846

EFFECTIVE DATE:

March 1, 2016

EXPIRATION DATE:

February 28, 2017

DESCRIPTION:

Discharge of treated groundwater generated from remediation activities at the referenced site to the MCUA Central Treatment Plant and its appurtenances via the Borough of Middlesex's wastewater collection system and the MCUA/Middlesex Meter Chamber connection. Groundwater generated from the remediation of groundwater contamination shall be treated prior to discharge using equalization, clarification, filtration, air stripping, and liquid granular activated carbon.

I CONDITIONS

- A. The approval is specific to the temporary discharge requested by New Fields, LLC, on behalf of Bayer CropScience (Applicant) in its application of December 18, 2015, for the location cited above..
- B. No discharge shall occur until all approvals and signatures in Section III of this Temporary Discharge Approval are obtained. A copy of the full executed Temporary Discharge Approval shall be forwarded to the MCUA prior to discharge. The effective date of this Temporary Discharge Approval is valid provided all required signatures are obtained prior to the effective date set forth above. If signatures are obtained after the effective date set forth above, the effective date of the Temporary Discharge Approval will be the date of the last signature obtained in Section III of this Temporary Discharge Approval.
- C. The discharge rate shall be at a rate not to exceed 65 gpm and the total flow per day shall not exceed 72,000 gallons. The total volume of groundwater discharged over the term of this Temporary Discharge Approval shall not exceed 26,280,000 gallons.
- D. MCUA reserves the right to modify the monitoring frequencies and discharge limitations set forth herein when necessary; to protect its collection system and/or treatment system, the public health and welfare or the environment; to satisfy any federal or state law, rule or regulation or any amendment thereof or supplement thereto or for other reasons as set forth in Section 5.17 or MCUA's Rules and Regulations. No discharge shall occur during storm events, if specifically requested by MCUA prior to, or during such an event.

- E. The constituent concentrations of the discharge shall be below the discharge limitations set forth in Exhibit A and Section 3 of the MCUA Rules and Regulations attached hereto as Exhibit B. Furthermore, any and all applicable requirements of the MCUA Rules and Regulations apply to this discharge. The MCUA Rules and Regulations may be obtained at:
<http://www.mcu.com/documents/rules/MCUARulesandRegulations>
- F. If necessary, the discharge shall be treated prior to discharge to assure compliance with the discharge limitations set forth in Exhibit A and B.
- G. The Applicant shall sample the discharge for all parameters at the frequencies set forth in Exhibit A at the location indicated (DSN001) in Exhibit C. The samples shall be submitted to and analyzed by a NJDEP Certified Laboratory. The Applicant may request modifications to the monitoring frequencies, provided adequate monitoring and/or historical data is submitted to the MCUA demonstrating that all discharge limitations set forth in the Temporary Discharge Approval have been consistently met or the parameter is not present. No modification of the Temporary Discharge Approval shall be effective until such time written approval is issued by the MCUA.
- H. All equipment or procedures to monitor the flow of the discharge shall be approved by the MCUA prior to the start of discharge. Any modifications to the equipment or procedures shall receive approval from the MCUA.
- I. The Applicant shall, to the maximum extent permitted by applicable law, hold and save MCUA, and any third parties to which MCUA may be liable, harmless of and from any and all injury and damage suffered, as a result of any discharge from the Applicant which does not comply with the discharge limitations set forth herein and/or any discharge limitations with which the Applicant must comply by law.
- J. The Applicant shall notify the MCUA forty-eight (48) hours prior to the start of the discharge and twenty-four (24) hours prior to the termination of the discharge permitted by this Temporary Discharge Approval.
- K. MCUA reserves the right to TERMINATE the discharge in the event (a) the Applicant fails to comply with the stipulations set forth herein to discharge to the sanitary sewer and/or (b) the discharge poses a threat to MCUA's collection and/or treatment system, the public health and welfare and/or the environment. Or other reasons as set forth in Section 5.19 of the MCUA's Rules and Regulations. MCUA shall endeavor to provide the Applicant such prior notice of termination as may be reasonable under all of the circumstances then pertaining at the time MCUA determines that the discharge should be terminated.
- L. MCUA reserves the right to sample and analyze the discharge at any time and the costs for sampling and analysis will be charged to and paid by the Applicant. In accordance with Section 14 of the MCUA's Rules and Regulations.

- M. From the effective date of this Temporary Discharge Approval the Applicant shall submit to the MCUA a monitoring and flow data report on a monthly basis postmarked no later than the 25th day of the month following the completed reporting period and which must be received by the Authority no later than the 1st day of the following month. For example, the report for the month of January should be postmarked no later than February 25th and is due on March 1st. All monitoring and flow data shall be submitted to the MCUA on the Self Monitoring Report (SMR) forms attached hereto as Exhibit D or electronically via the MCUA Web site. (www.mcu.com). Please be advised, SMR's shall be submitted each month identifying the quantity and quality of the discharge or no discharge (NODI) for the reporting period.
- N. If the Applicant wishes to renew this TDA, a TDA renewal application shall be submitted to the MCUA a minimum of sixty (60) days prior to the expiration date of this TDA. In accordance with Section 5.2 (C)(5), of MCUA Rules and Regulation, TDA's shall have a one year term, renewable each year upon application to and approval from the MCUA subject to a maximum life of five (5) years. After this TDA reaches its maximum life of five (5) years it shall expire and the discharge shall cease, unless the MCUA, in its discretion, determines to issue a new Temporary Discharge Approval. Failure of the Applicant to submit a timely renewal application for this TDA, in accordance with Section 5.15 and 5.16 of MCUA Rules and Regulations shall subject the Applicant to penalties pursuant to Section 10 of the MCUA Rules and Regulations if the discharge continues past the expiration date of this TDA.
- O. Nothing in this approval shall be construed to relieve the Applicant from civil or criminal penalties for non-compliance with this approval or from any responsibilities, liabilities, or penalties established pursuant to Section 10 of the MCUA Rules and Regulations and applicable federal, state or local law or regulation. Nothing in this approval shall preclude or limit the MCUA from taking any legal or administrative action against the Applicant for any violation of this approval or the MCUA Rules and Regulations or any applicable federal, state or local law or regulation.

II FEE:

The Applicant shall pay to the MCUA a Temporary Discharge Connection Fee for discharging groundwater generated from the remediation activities at the applicants site, designated in this approval, into the MCUA wastewater facilities. The MCUA shall invoice the applicant quarterly based on the flows submitted by the applicant in its monitoring report submittals required pursuant to Section M of this approval. The applicant shall pay the invoice within thirty days of receipt. For this approval the fee shall be assessed in accordance with Section 14.2 of the MCUA's Rules and Regulations. Failure to pay the invoiced fee by the applicant will terminate this Temporary Discharge Approval and the MCUA will initiate enforcement action against the applicant for an unauthorized discharge pursuant to Section 10 of the MCUA Rules and Regulations.

All flow monitoring equipment shall be approved by the MCUA prior to start of discharge. All equipment or procedures to monitor the flow of the discharge shall be approved by the MCUA prior to the start of discharge.

III APPROVALS:

A. MCUA

The MCUA has no objection to this temporary discharge provided all conditions of this Temporary Discharge Approval are complied with and appropriate fees are paid.



AUTHORIZED REP.

2/4/2016

DATE

KEVIN T. AIELLO

ADMINISTRATOR ENVIRONMENTAL QUALITY

B. OWNER OF WASTEWATER CONVEYANCE SYSTEM

The Borough of Middlesex has no objection to this temporary discharge provided all conditions of this approval are complied with and, if applicable, the additional conditions set forth hereto as Exhibit E* of the approval. Furthermore, the Borough of Middlesex hereby certifies that to the best of its knowledge the wastewater conveyance system, into which this temporary discharge will connect, has adequate capacity to accept such discharge and we are not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the discharge to the MCUA.

AUTHORIZED REPRESENTATIVE

DATE

NAME: _____

TITLE: _____

* Additional conditions requested by the owner of wastewater conveyance system shall be set forth in this approval as attached hereto as Exhibit E.

C. ACCEPTANCE OF CONDITIONS BY THE APPLICANT/RESPONSIBLE PARTY

The Applicant concurs with all the conditions set forth in this Temporary Discharge Approval.

AUTHORIZED REPRESENTATIVE*

DATE

NAME: _____

TITLE: _____

*Definition of Authorization rep: 40 CFR Part 403.12(I) (Hereto Attached)

EDWARD J. JOHNSON, JR., P.A.
COUNSELOR AT LAW
ONE GREENBROOK ROAD
P.O. BOX 368
MIDDLESEX, NEW JERSEY 08846
PHONE (732) 356-0170 FAX (732) 764-0602

November 12, 2015

Mayor Ronald S. Dobies
Borough Hall
1200 Mountain Avenue
Middlesex, New Jersey 08846

Red: Borough of Middlesex, Middlesex Borough Rescue Squad

Dear Ron,

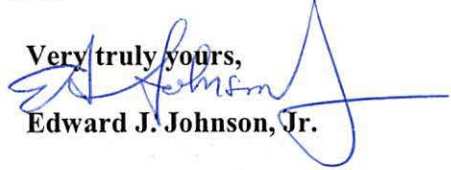
Enclosed is a copy of the existing lease agreement between the Rescue Squad and the Borough, which will expire on August 31, 2016.

Since there does not need to be any changes made to the lease and since this is the same lease that has been in existence for over 25 years, I thought that you could bring it to the attention of the new mayor and have the Council adopt a Resolution authorizing the renewal of the existing lease for an additional 5 year period, commencing on September 1, 2016 and running through August 31, 2021.

If this matter is brought to Ron dimmer's attention before the end of this year, he may be able to get the new Council to adopt a Resolution before the lease expires on August 31, 2016. Based on how the present Council has moved on matters, I don't think that I'm giving you enough notice to have the Council take proper action on this matter. However, I'm trying. This doesn't require legal review. All it takes is a Resolution adopted by the Council.

The Rescue Squad has done it's job in providing notice to the Governing Body that the lease will expire and a new lease or a renewal of the existing lease must be entered into between the parties. If you like, I can prepare a Resolution and a Lease Extension Agreement to be adopted and approved by the Council. Thanks.

Very truly yours,


Edward J. Johnson, Jr.

Encl.

Cc: Mr. Philip Lore, Pres., Middlesex Boro Rescue Squad, Inc., 1400 Mountain Avenue,
Middlesex, N.J. 08846

LEASE AGREEMENT

This Lease Agreement is made on ^{December}~~September~~ 6, 2011

BETWEEN

Middlesex Boro Rescue Squad, Inc., a New Jersey Corporation, whose address is 1400 Mountain Avenue, Middlesex, New Jersey 08846, referred to as the "Landlord,"

AND

The Borough of Middlesex, a Municipal Corporation of the State of New Jersey, County of Middlesex, whose address is 1200 Mountain Avenue, Middlesex, New Jersey 08846, referred to as the "Tenant."

Landlord and Tenant are collectively referred to as the "Parties."

1. **Property and Leased Premises.** The property is hereby identified as Lot 1 in Block 214 on the Official Tax Map of the Borough of Middlesex and situated at 1400 Mountain Avenue, Middlesex, New Jersey (the "Property"). The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: a portion of the building located at 1200 Mountain Avenue, Middlesex, New Jersey, consisting of the portion thereof measuring approximately 80' by 70', known as the rear portion of the building and commonly referred to as the Middlesex Borough Recreation Center.

2. **Term.** This Lease was initially for a term of five (5) years, commencing on September 1, 2006 and ending on August 31, 2011. The Parties are desirous of extending this Lease for a period of an additional five (5) years. Upon full execution by the Parties, this Lease shall be deemed to have commenced on September 1, 2011, with a five (5) year term ending on August 31, 2016.

3. **Use by Tenant.** The Leased Premises are to be used and occupied only and for no other purpose than a Recreation and Senior Citizens Center by and for the Borough of Middlesex Recreation Department and Office on Aging and other uses permitted in the Zone District as needed. The Tenant will not occupy or use, and will not allow others to occupy or use, the Leased Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or hazardous, on account of fire or other casualty.

A. The Parties hereto agree that the parking area on Mountain Avenue will be reserved solely for the exclusive use of the Landlord and will not, under any circumstances, be used by the Tenant.

4. **Use by Landlord.** The Parties further agree that the Landlord shall have the right to use the entire building on a total of fourteen (14) days during each year of the Lease and the Landlord shall furnish the Tenant a list of the days that it wishes to use the entire building at the end of each calendar year prior to December 31, so that the Tenant may have advance notice of the specific days in order to schedule its proposed use for the building.

5. **Rent.** The Tenant agrees to pay \$7,200.00 as annual rent, to be paid monthly, with the sum of \$600.00 per month, due to the Landlord on the 1st day of each month.

6. **Other Payments by Tenant and Landlord.**

A. The Parties hereto further agree that the cost for maintaining the boiler, (excluding the cost for the insurance policy being obtained by the Landlord) the air conditioning system and the heating system shall be paid for by the Tenant but the Landlord shall keep the Tenant advised of what repairs are needed and shall allow the Tenant to have its authorized representative inspect all repairs that will cost in excess of \$500.00 before said repairs are authorized by the Landlord. The Tenant's authorized representative shall be the Mayor, Borough Clerk and/or the appointed Council Liaison. The purpose of this paragraph is to keep the Tenant informed whenever major repairs are needed to the mechanical systems.

B. Landlord shall secure a policy of insurance covering the boiler and provide proof of same to the Tenant on an annual basis at the time said policy of insurance is renewed. Landlord shall be responsible for the cost of said insurance policy.

7. **Repairs and Care.** The Tenant has examined the Leased Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Lease Premises and will, at the Tenant's own cost and expense, make all repairs, including painting and decorating, and will maintain the Lease Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Lease Premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

A. The Parties hereto further agree that the Tenant installed a new roof on the building several years ago and, if the building needs a new roof rather than roof repairs, the cost for same shall be the responsibility of the Landlord. The Tenant shall attempt, however, to obtain a grant to cover the cost for the installation of a replacement roof and, if it is successful in doing so, the Tenant will assume the cost for replacing the roof.

B. The Parties agree that the Tenant shall be responsible for all costs to repair and maintain the Leased Premises and the Landlord shall be responsible for all costs to repair and maintain the front or non-leased portion of the building which is being used exclusively by the Landlord.

C. It is further agreed upon by the Parties hereto that, in order that both Parties may be kept aware of conditions as they develop within the Leased Premises, the Landlord may have an inspection of the Leased Premises made at least once every four (4) months and the Landlord will report in writing to the Tenant's authorized representatives identified in Paragraph 6.A. of this Lease any maintenance problems which exist and/or areas needing repair. By keeping the Tenant advised of problems as they develop, it is the intention of the Parties hereto that such problems can be corrected in a timely fashion so that they do not become more serious and so that the building is kept in proper condition.

D. The Parties further agree that the cost for replacing the air conditioning system and the heating system shall be divided equally between the Parties hereto in the event it is necessary to replace these major systems and, in such event, the Parties agree that no decision shall be made to do so without the prior consent of both Parties, who shall agree on the contractor to do the work and the cost for doing said work. The Parties hereto agree that the Landlord shall enter into any contract for repairs and/or replacement of the air conditioning system and the heating system and the Landlord shall not be required to entertain bids for work as would be the case if the Tenant were to contract for the work but the Landlord shall endeavor to obtain the best possible price for any work to be done on the building.

E. Structural and exterior maintenance of the building shall be the responsibility of the Landlord.

8. **Alterations and Improvements.** No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Leased Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, when made, installed in or attached to the Lease Premises, will belong to, and become the property of, the Landlord and will be surrendered with the Lease Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

A. The Parties understand that the Tenant erected a sliding partition door, with the permission of the Landlord, splitting the hall of the Leased Premises in half and the Parties agree that, at the termination of this Lease, the Landlord shall have the right, at its option, to leave the door on the Lease Premises or to have the door removed at the expense of the Tenant.

9. **Landlord's Property.** All personal property of the Landlord located in the Leased Premises may be used by the Tenant, but the Tenant will be responsible for any damage done to said personal property. The Tenant in the past has removed the chandeliers and the bar which was located in the rear

portion of the building and the Parties agree that, at the termination of this Lease, the Tenant will return and install the chandeliers and the bar so that the building is restored to the same condition it was in when the Tenant first leased the Leased Premises.

10. **Signs.** The Tenant may not place nor allow to be placed any signs upon, in or about the Leased Premises, except as may be consented to by the Landlord in writing. The Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform to all municipal ordinances or other laws and regulations applicable thereto.

11. **Utilities.** Tenant shall be responsible to pay all utility costs including gas, electric and water for the entire building, which shall include not only the Leased Premises, but also the portion of the building used exclusively by the Landlord.

12. **Compliance with Laws.** The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all governmental or public authorities and of all their subdivisions, applicable to and affecting the Lease Premises, or the use and occupancy of the Lease Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Lease Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

13. **Assignment.** The Tenant will not, without the written consent of the Landlord, assign, mortgage or hypothecate this Lease, nor sublet or sublease the Leased Premises or any part thereof.

14. **Liability Insurance.** The Tenant, at Tenant's own cost and expense, will obtain, provide and keep in full force for the benefit of the Landlord, during the term hereof, general liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Leased Premises for injuries to any persons, for limits of not less than \$100,000.00 for property damage, \$500,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence. The insurance policies will be with companies authorized to do business in this State. The Parties hereto agree that the Tenant will extend its liability insurance coverage to the Leased Premises so that the Leased Premises will be covered by the Tenant's liability insurance policy.

15. **Indemnification.**

A. The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Lease Premises by the Tenant or business of the Tenant.

B. The Landlord will hold harmless and indemnify the Tenant from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Landlord's obligations under this Paragraph) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Landlord or the Landlord's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the building by the Landlord or business of the Landlord.

16. **Mortgage Priority.** This Lease will not be a lien against the Property with respect to any mortgages that are currently or may hereafter be placed upon the Property. Such mortgages will have preference and be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any instruments, without cost, which may be deemed necessary to

further effect the subordination of this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a default under this Lease.

17. **Condemnation; Eminent Domain.** If any portion of the Property of which the Lease Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Property or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Property or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Leased Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

18. **Fire and Other Casualty.** If there is a fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Lease Premises are partially damaged by fire, the elements or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Lease Premises are so substantially damaged as to render them untenable, then the rent will cease until such time as the Leased Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Lease Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent will be paid up to the time of such destruction and this Lease will terminate as of the date of such destruction. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. However, the preceding provisions of this Paragraph will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

19. **Reimbursement of Landlord.** If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to the Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.

20. **Increase of Insurance Rates.** If for any reason it is impossible to obtain fire and other hazard insurance in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. Upon the giving of such notice, this Lease will terminate as of the date specified in such notice. If by reason of the use to which the Leased Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased.

21. **Inspection and Repair.** The Landlord and the Landlord's agents, employees or other representations, will have the right to enter into and upon the Property or any part thereof, including the Leased Premises, at all reasonable hours, on reasonable prior notice, for the purpose of examining the

Property and/or Leased Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

22. Right to Exhibit. The Tenant will permit the Landlord and the Landlord's agents, employees or other representations to show the Leased Premises to persons wishing to rent or purchase the Property, and Tenant agrees that on and after thirty (30) next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives will have the right to place notices on the front of the Leased Premises or any part thereof, offering the Property and/or Leased Premises for rent or for sale; and the Tenant will permit the same to remain thereon without hindrance or molestation. The Tenant will also permit the Landlord and the Landlord's agents, employees or other representatives to show the Leased Premises to prospective mortgagees of the Property of which the Leased Premises are a part.

23. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

24. Events of Default; Remedies Upon Tenant's Default. The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within 30 days thereafter; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which Tenant does not cure within 10 days after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant (if Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if Tenant is an entity); (e) the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy or insolvency or receivership proceeding against the Tenant which is not dismissed within 30 days after the filing thereof; (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (i) if the Leased Premises are or become abandoned, deserted, vacated or vacant; (j) the eviction of the Tenant; or (k) if this Lease, the Leased Premises or the Tenant's interest in the Leased Premises passes to another by virtue of any court proceedings, writ of execution, levy or judicial or foreclosure sale. If an Event or Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Leased Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

25. Termination on Default. If an Event or Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the terms hereof, upon giving to the Tenant five (5) days notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Leased Premises, by force or otherwise, without liability for damage.

26. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, down spouts or the like or of the electrical, gas, power conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or the

Landlord's or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

27. Non-Waiver by Landlord. The various rights, remedies, options and elections of the Landlord under this Lease are cumulative. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.

28. Non-Performance by Landlord. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

29. Option to Purchase. In the event the Landlord wishes to sell this property prior to the expiration of this Lease to any party other than the Tenant, the Landlord must first offer the Tenant the right to purchase the property at the same terms and under the same conditions as contained in any bona fide offer to purchase that has been made to the Landlord. The Landlord, under such circumstances, must notify the Tenant by certified mail of its intention to sell the property and the Tenant shall have ninety (90) days in which to decide whether to exercise the option to buy which is contained in this lease agreement. Should the Tenant decide to exercise its option to buy, it must so notify the Landlord in writing within ninety (90) days of the receipt of the certified letter advising it of the Squad's intention to sell and, in the event, the Tenant does not so notify the Landlord of its intention to exercise this option, the Tenant shall be deemed to have waived its option to purchase.

30. Early Termination by Tenant. The Tenant, at any time during the term of this Lease, upon ninety (90) days written notice to Landlord, shall have the ability to terminate this Lease without further obligation to the Landlord.

31. Validity of Lease. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

32. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the Parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner. Said notices to the Parties shall be addressed to the Borough Clerk and Rescue Squad President, respectively.

33. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

34. Entire Contract. This Lease contains the entire contract between the Parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Leased Premises, or to vary, alter or modify the terms

hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and the Tenant.

35. **Liens.** If any construction or other liens are created or filed against the Property by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

36. **Waiver of Subrogation Rights.** The Tenant waives all rights of recovery against the Landlord or the Landlord's agents, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant will obtain from Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

37. **Estoppel Certificates.** The Tenant will at any time and from time to time upon not less than twenty (20) days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

38. **Conformation with Laws and Regulations.** The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause to the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

39. **Number and Gender.** In all references in this Lease to any Parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

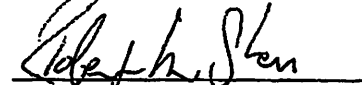
In Witness Whereof, the Parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

By Tenant:

Attest:


Kathleen Anello, Borough Clerk

Borough of Middlesex

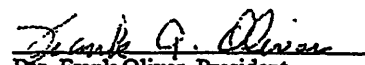

By: Robert Sherr, Mayor

By Landlord:

Attest:


Tracey E. Coble, Acting Secretary

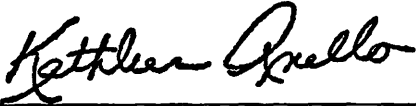
Middlesex Boro Rescue Squad, Inc.


By: Frank Oliver, President

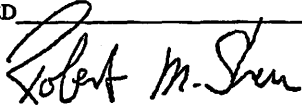
Be it resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that:

Resolution #269-11

The Mayor and Council are hereby authorized to execute the Rescue Squad Lease for a five year term commencing on September 1, 2011 and ending on August 31, 2016.


CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Class	✓			
DeVuyst	✓			
DiMura	✓			
First	✓			
Kaplan	✓			
Paff	✓			

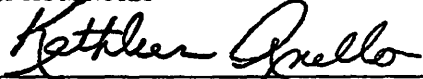
ADOPTED **DEC 6 2011**


MAYOR OF THE BOROUGH OF MIDDLESEX

I CERTIFY THE FOREGOING TO BE A TRUE AND
CORRECT ABSTRACT OF A RESOLUTION
REGULARLY ADOPTED AT A MEETING OF THE
COMMON COUNCIL OF MIDDLESEX, HELD

DEC 6 2011

AND IN THAT RESPECT A TRUE AND CORRECT
COPY OF ITS MINUTES


CLERK OF THE BOROUGH OF MIDDLESEX, NJ

**BOROUGH OF MIDDLESEX
ORDINANCE NO.**

**AN ORDINANCE AMENDING THE "CODE OF THE BOROUGH MIDDLESEX"
CHAPTER 343-8**

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

Article I. Definitions

A. Smoking/Vaping means the burning of, inhaling from, exhaling the smoke from, or the possession of a lighted cigar, cigarette, pipe or other matter or substance which contains tobacco or any other matter that can be smoked, or the inhaling or exhaling of smoke or vapor from an electronic smoking device.

B. Electronic smoking/vaping device means an electronic device that can be used to deliver nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, cigarillo, or pipe.

Article II. Smoking on School Property

343-1. Smoking Prohibited

The smoking of tobacco products within or on any school facility, property or vehicle owned, leased or contracted by the district by an individual within the Borough of Middlesex is prohibited. Consistent with N.J.S.A. 26:3D-16, "smoking or vaping" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance which contains tobacco or nicotine delivery system, except as part of a classroom instruction or theatrical production.

Article III. Smoking in Public Places

343-8. Smoking on Outdoor Grounds of Borough Public Parks and Recreational Areas Prohibited.

A. No person shall smoke while on the outdoor grounds of any and all of the Borough public parks, whether owned, leased or utilized by the Borough including Recreational Areas.

B. Any and all educational facilities.

C. The New Jersey Smoke-Free Air Act (N.J.S.A. 26:3D-63) specifically authorizes local restrictions on smoking "equivalent to, or greater than those provided in the NJSFAA for purposes of "protecting public health".

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

1. Any existing ordinances or parts of ordinances which are inconsistent with this ordinance are hereby repealed but only to the extent of such inconsistency.

2. This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

ATTEST:

Borough Clerk

Mayor Ronald J. DiMura

INTRODUCED:

DATE OF INTRODUCED PUBLICATION:

ADOPTED:

DATE OF ADOPTED PUBLICATION:

Borough Of Middlesex

1200 Mountain Ave

Middlesex, NJ 08846

OFFICE OF THE CONSTRUCTION OFFICIAL**SUMMARY REPORT**

Activity from Jan 01, 2015 To Dec 31, 2015

February 16, 2016 8:43:34AM

<u>No of Permits Processed</u>		<u>Ownership</u>		<u>Housing Unit Changes</u>		
				<u>Sale</u>	<u>Rental</u>	
New Permits:	783	Private:	846	Gained:	7	0
Permit Updates:	63	Public:	0	Lost:	4	0
				Change:	3	0
<u>Type of Work</u>		<u>Fee Summary</u>				
		<u>Type</u>	<u>Inspection</u>	<u>Administrative</u>	<u>Total</u>	
New Buildings	9	Building	\$246,393.00	\$0.00	\$246,393.00	
Additions	7	Electric	\$80,670.00	\$0.00	\$80,670.00	
Alterations	801	Plumbing	\$100,530.00	\$0.00	\$100,530.00	
Demolitions	21	Fire	\$77,855.00	\$0.00	\$77,855.00	
<u>Technical Subcodes</u>		Elevator	\$0.00	\$0.00	\$0.00	
Building	403	Mechanical	\$0.00	\$0.00	\$0.00	
Electric	513	State Permit Surcharge Fee	\$32,881.00		\$32,881.00	
Plumbing	456	Certificate	\$10,300.00		\$10,300.00	
Fire	264	Other	\$0.00		\$0.00	
Elevator	0	Waived			(\$119,992.00)	
Mechanical	0	Total:	\$548,629.00	\$0.00	\$428,637.00	

Total Area:	82534 sq. ft.
Total Volume:	1728978 cu. ft.
Total Value of Construction:	\$16,178,667.00