

**BOROUGH OF MIDDLESEX
REGULAR MEETING
AGENDA
MAY 9, 2017
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:**

Dotey [] Parenti [] Corley [] Madden [] Schueler [] Mikolajczyk []
Mayor DiMura []
4. **PRESENTATIONS**
5. **APPOINTMENTS**
 1. Accepting the resignation of Ceil Slauson from the Board of Health
6. **PROCLAMATIONS**
7. **NEW BUSINESS**
 1. **ORDINANCE NO. 1916-17 AMENDING CHAPTER 351 TO RESCIND AND REPLACE ARTICLE I GARBAGE AND REFUSE COLLECTION**
 2. **ORDINANCE NO. 1917-17 AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF MIDDLESEX IN CHAPTER 26, ECONOMIC DEVELOPMENT COMMITTEE, CHAPTER 26-1 ESTABLISHMENT, CHAPTER 26-2 MEMBERSHIP, CHAPTER 26-3 ECONOMIC DEVELOPMENT SPECIALIST, AND CHAPTER 26-5 QUORUM**
8. **PUBLIC HEARING**
 1. **ORDINANCE NO. 1915-17 AN ORDINANCE OF THE BOROUGH OF MIDDLESEX, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY AMENDING THE CODES OF THE BOROUGH OF MIDDLESEX CHAPTER 420-15, ACCESSORY STRUCTURES**
9. **ADOPTION OF MINUTES**
 1. Approval of the April 25, 2017 Regular & Executive Meeting Minutes
10. **REPORTS**

11. REPORTS - STANDING COMMITTEES:

1. Finance/Taxation/Real Estate/Insurance/Public Utilities
2. Recreation/Recreation Fields/Swim Pool/Community Celebrations
3. Fire/OEM/Rescue Squad/Shade Tree
4. Public Works/Buildings & Grounds/Recycling/Board of Health
5. Police/Legal/Code Enforcement/Construction/Municipal Court
6. Administration/Department of Senior Services/Legislation/Licensing

12. 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.

13. 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 #116-17 Approving the refund of \$152.00 for Ms. Susan Jones, 440 Howard Avenue for a Fire & Electrical Permit that was processed in error.
2. Resolution #117-17 Approving the refund of a Residential Resale Certificate in the amount of \$100.00 for John Caruso, 351 Market Street, as no inspections were done and the sale did not take place
3. Resolution #118-17 The governing body approves the residents of 237 B Street to conduct a block party on B Street between Walnut Street and Maple Street on May 27, 2017 between the hours of 2 p.m. and 10 p.m.
4. Resolution #119-17 The tax collector authorizes a check in the amount of \$19,046.14 to redeem Tax Sale Certificate #15-01852 and a check for \$24,600 for Tax Sale Premium, on Block 306, Lot 27.01.

5. Resolution #120-17 The Tax Collector is authorized to refund payments on 2015 Sewer Accounts as the appeal committee has recommended refunds on various properties.
6. Resolution #121-17 The Tax Collector is authorized to waive 2015 Sanitary Sewer Use Charges on various properties, after review and recommendation of the appeal committee.
7. Resolution #122-17 The Tax Collector is authorized to adjust 2015 Sanitary Sewer Use Charges on various properties based upon the recommendations of the Appeal Committee.
8. Resolution #123-17 The governing body approves the Change in Status for certain properties under Senior Citizen/Disabled Person Tax Deductions.
9. Resolution #124-17 The governing body authorizes the Application for Loan from the New Jersey Environmental Infrastructure Financing Program
10. Resolution #125-17 The governing body approves Beechwood Heights Fire Company No. 2 conduct a coin toss on October 7, 2017 with a alternate date of October 14, 2017, pending approval from the NJDOT.
11. Resolution #126-17 The governing body approves the Mayor execute a Network Installation and Maintenance Agreement with TK1 Solutions, LLC
12. Resolution #127-17 The governing body hereby approves the proposal from Remington & Vernick Engineers dated April 12, 2017 for the Design, Inspection and Construction Administration Services for the George Avenue Drainage in the total amount of \$114,250.00.
13. Resolution #128-17 Permitting the Fire Department to go out to bid for a Pumper Engine Truck for Pierce Fire Company.
14. **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 #129-17 Pay All Claims
15. **AGENDA WORKSHOP ITEM**
 1. Capital Budget
16. **PRIVILEGE OF THE FLOOR ON AGENDA WORKSHOP ITEMS**
17. **EXECUTIVE SESSION - Resolution #130-17**
 1. Update on Landlord Registration Litigation

2. Landlocked Property – Block 318, Lot 43 & 44

18. **ADJOURNMENT.** The next Regular Meeting will be on May 23, 2017.

ORDINANCE NO. 1916-17

**AMENDING CHAPTER 351 TO RESCIND AND REPLACE ARTICLE I GARBAGE
AND REFUSE COLLECTION**

WHEREAS, pursuant to N.J.S.A. 40:48-1, the Governing Body of a municipality may make, amend, repeal, and enforce ordinances to manage, regulate, and control the finances and property of the municipality; and

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

SECTION ONE. The Code of the Borough of Middlesex, Middlesex County, New Jersey, Article I, Section 351 is hereby amended as follows:

§ 351-1

Provision for removal of garbage; cost.

The Council of the Borough of Middlesex may provide for the collection, removal and disposal of ashes, garbage, rubbish and other refuse matter in such manner as it deems necessary and establish such reasonable rules and regulations in conformity with the provisions of this article as circumstances may require, and all costs in connection therewith and incidental thereto shall be paid by general taxation.

A. Solid waste. All nonresidential properties including those of mixed commercial and residential uses in the Borough shall assume full responsibility for adequate collection, recycling and disposal of refuse. No junk or solid waste shall be permitted to accumulate on the property.

B. All nonresidential properties including those of mixed commercial and residential uses shall provide the Borough with proof of collection service on an annual basis, to be received by the Borough no later than January 31 of each calendar year, or within seven days of a written request from the Borough.

351-2

Definitions and word usage.

A. For the purpose of this article, the following words and terms shall be deemed to have the meanings herein given to them:

ASHES: Burned fuel of every nature and description derived from any burning process.

Bulk items: Household items consist of Furniture, Storm Windows and Screens, Rolled/Tied Carpeting in 4 ft. lengths, 7 ft. Household Doors, Mattresses, Box Springs, Cabinets and Ceramic Fixtures

GARBAGE: Waste or decayed animal and/or vegetable matter that has been used as food or was intended to be used as food and the waste therefrom, and dead animal or plant life or parts of the same.

OCCUPANT: An occupant, owner, agent, tenant, lessee, caretaker or other person or corporation in charge of the dwelling or other premises affected by this article.

PERSON: Any person, partnership, corporation or association of persons.

PROOF OF COLLECTION SERVICE: A written record, log, bill, or document(s) evidencing receipt of service for collection of solid waste for the preceding month from a person lawfully engaging in private solid waste collection services with the Borough of Middlesex.

REFUSE: Garbage, ashes and rubbish as herein separately defined.

RUBBISH: All broken crockery, glassware, furniture, household receptacles and utensils, house sweepings, bottles, tin cans, lawn cuttings, hedge trimmings, garden growth, old clothing and all discarded and waste material of every nature and description not elsewhere herein defined, including paper, cardboard or containers made of either paper or cardboard; provided, however, that all paper or cardboard must be separated from other rubbish material and must be secured in packages to permit easy handling and prevent the contents of the same from being scattered.

B. The singular shall include the plural, and the plural, the singular; the masculine shall include the feminine or neuter; and the words "and" and "or" shall be interpreted to apply interchangeably for the greatest effectiveness of this article.

351-3

Nonapplicability.

This article shall not apply to any collection of earth, stone, plaster, wood or other material from excavating or from constructing, altering or repairing any building.

351-4

Placement of garbage in suitable receptacles.

The occupant of any residential building or premises covered by the terms of this article shall place, keep and make readily accessible for collection and removal of garbage, ashes and rubbish placed in plastic bags inside covered receptacles with detachable lids, such as may be specified in rules and regulations to be adopted by the Mayor and Council of the Borough of Middlesex pertaining to the subject matter of this article. No loose garbage or debris shall be inside the approved receptacle. Acceptable receptacles are metal or plastic containers with handles and tight-fitting lids weighing less than sixty-five (65) pounds when filled and thirty-five (35) gallons in size. The use of individual plastic bags, cardboard boxes, paper bags, crates, drums, pails, or similar containers as receptacles is not permitted. Garbage in these containers will not be collected.

351-5

Removal.

All residential occupants or users of buildings which are furnished garbage and refuse service by the Borough of Middlesex must remove all receptacles and uncollected items from the front areas of the property within twenty-four (24) hours after the scheduled pickup.

351-6

Household appliances and bulk items.

- A. All owners of residential households are permitted one (1) curbside bulk item collection in a calendar year at no charge. No more than five (5) cubic yards are permitted to be placed outside for bulk pickup. All bulk items will be collected on Wednesdays by appointment only. Appointments must be scheduled at least seven (7) days prior to that Wednesday's pickup. Items cannot be placed at the curb for pick up more than seventy-two (72) hours prior to that Wednesday's requested pickup. There will be no bulk pickup November 1st thru January 31st.
- B. Construction debris, wood, branches, leaves, paint, metal, computers, televisions, and stereos will not be picked up.
- C. Household appliances, i.e., stoves, dryers, refrigerators, freezers, hot-water tanks and dishwashers can be picked up throughout the year by appointment only. All doors must be removed from the appliance.
- D. An additional or special pick up may be available for owner-occupied one and two-family residential dwellings only at a fee of \$150 per pick up.
- E. Any items not collected at curbside can always be brought to Middlesex Borough Recycling center during normal business hours.

351-7

Accessibility.

All covered refuse receptacles to be collected by the municipality must be kept or placed, before the collector calls, where they will be readily accessible to him at the curb adjoining the street, and the same shall be sufficiently protected from the weather to prevent freezing fast in place. The occupant must keep all receptacles clean and in condition for safe handling.

351-8

Depositing of garbage in streets, vacant lots, etc., prohibited.

No person shall throw, lay, deposit or leave or cause to be thrown, laid, deposited or left in or upon any vacant lot or open space, street, avenue, alley, highway, sidewalk, parking space or lot any garbage, ashes, rubbish or substances of a like nature in any manner contrary to the provisions of this article; provided, however, that nothing herein contained shall prevent the accumulation of any compost or manure for fertilization of the soil in cases where the same shall be stored, kept or placed in conformity with local and state health regulations and so that the same will not become a nuisance to any person or persons living within the area where such compost or manure is kept or maintained; and provided, further, that all such accumulation must be kept at least 100 feet from any dwelling house or store owned by another occupant.

351-9

Violations and penalties.

Any person violating any of the provisions of this article shall, upon conviction therefor, forfeit and pay a minimum fine of \$500 or be imprisoned in the county jail for not exceeding 90 days, and the Magistrate of the Borough of Middlesex, before whom any such person shall be brought, may impose such punishment by fine or imprisonment in the county jail, or both, as he may see fit, not exceeding the maximum established herein.

351-10

Disposal buildings.

The disposal buildings may be erected and equipped with all appliances necessary for the cremation, destruction or other disposal of garbage or refuse matter, said buildings to be erected either on lands owned by the Borough of Middlesex and suitable for the purposes aforesaid, or on lands to be acquired by the Borough of Middlesex by purchase, gift or condemnation.

351-11

Purchase, maintenance and sale of equipment.

The Borough of Middlesex may purchase, maintain and operate the necessary equipment for the collection and removal of garbage, ashes and other refuse matter, and to sell and otherwise dispose of all unnecessary and used equipment from time to time.

351-12

Contracts.

If in the opinion of the Borough Council, it is more advantageous for the Borough of Middlesex to have the ashes, garbage and other refuse matter or any part thereof in the Borough of Middlesex, collected, removed and disposed of by any person or persons other than employees of the Borough of Middlesex, the Council may make a contract or contracts for such work, or any portion thereof, with any individual or individuals, corporation or corporations, municipality or municipalities, in accordance with specifications to be adopted for the doing of such work in a sanitary and inoffensive manner, which specifications may provide for alternative methods of doing said work and are to be filed in the office of the Clerk of the Borough of Middlesex.

351-13

Bids.

Said contract or contracts shall be entered into and made only after bids therefor shall have been advertised for in a newspaper and circulated in the Borough of Middlesex at least 15 days prior thereto, and the Mayor and Council shall have the right to reject any and all bids. All bidders shall give satisfactory bonds or security for the faithful performance of the work.

351-14

Supervision.

The collection, removal and disposal of garbage, ashes, rubbish and refuse matter shall be supervised by the Sanitation Committee of Borough Council, which shall have power to make, amend and repeal regulations for the conduct of work.

351-15

Power of Mayor and Council.

The Mayor and Council of the Borough of Middlesex shall have power at any time hereafter to adopt by resolution, rules and regulations pertaining to the subject matter of this article and by resolution have the power at any time hereafter to revise, modify, vacate or repeal any of the provisions of the within article.

SECTION TWO. All ordinances or parts of ordinances in conflict or inconsistent with any part of this Ordinance are hereby repealed to the extent that they are in such conflict or inconsistent.

SECTION THREE. This Ordinance may be renumbered for codification purposes.

SECTION FOUR. In the event that any section, part or provision of this Ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this Ordinance as a whole, or any part thereof, other than the part so held unenforceable or invalid.

SECTION FIVE. This Ordinance shall take effect upon final passage and publication according to law.

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: May 9, 2017

DATE PUBLICATION
OF INTRODUCTION:

ADOPTED:

DATE OF PUBLICATION
OF ADOPTION:

ORDINANCE NO. 1917-17

AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF MIDDLESEX IN CHAPTER 26, ECONOMIC DEVELOPMENT COMMITTEE, CHAPTER 26-1 ESTABLISHMENT, CHAPTER 26-2 MEMBERSHIP, CHAPTER 26-3 ECONOMIC DEVELOPMENT SPECIALIST, AND CHAPTER 26-5 QUORUM

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

SECTION ONE. The Code of the Borough of Middlesex, Middlesex County, New Jersey is hereby amended to the following:

Chapter 26-1 shall be deleted in its entirety and replaced with:

§ 26-1. Establishment.

Borough of Middlesex, Economic Development Advisory Committee. For the purpose of advising and assisting the Mayor in promulgating economic development strategies, there shall be a Borough of Middlesex, Economic Development Advisory Committee, hereinafter referred to as the "Economic Development Committee", which shall form advisory subcommittees as it deems necessary. The Economic Development Committee shall:

1. Make periodic recommendations to the Mayor concerning areas of economic growth that would be suitable for the Borough.
2. Make periodic recommendations to the Mayor concerning programs that maintain and improve the existing residential, commercial and industrial base.
3. Make periodic recommendations to the Mayor concerning strategies that will help beautify residential, commercial and industrial properties within the Borough and promote same through the use of awards and other means.
4. Submit an annual report to the Mayor.

Chapter 26-2 shall be deleted in its entirety and replaced with:

§ 26-2. Membership.

Membership; appointment; terms of office; vacancies. The Economic Development Committee shall consist of ten (10) members, who shall be appointed by the Mayor. The Mayor and one (1) member of the Borough Council, to be appointed by the Mayor, shall serve as members. The Chairman of the Zoning Board shall serve as a member. Six members shall be appointed by the Mayor, who shall be either residents of the Borough or owners/operators of businesses located within the Borough. The Economic Development Specialist shall serve as a member during his/her tenure in such position. All members shall serve for a term of one (1)

year. Vacancies in the membership of the Economic Advisory Council occurring for whatever reason shall be promptly filled by appointment by the Mayor. The Mayor shall designate the member of the Economic Advisory Council who shall serve as Chair. The Economic Advisory Council shall meet at least four (4) times (i.e., quarterly) each year. Additional meetings shall be held as required and deemed necessary by the Chair of the Economic Advisory Council.

Chapter 26-3 shall be deleted in its entirety and replaced with:

§ 26-3. Economic Development Specialist.

Economic Development Specialist. The Economic Development Committee shall appoint, upon terms approved by the Borough Council, an individual to act as an Economic Development Specialist. The Economic Development Specialist shall:

1. Assess the availability of vacant lands in the Borough for economic development purposes and classify such vacant lands according to their adaptability for development thereon of various types of residential, industrial, professional, commercial and other business enterprises.
2. Advertise and promote the economic advantages and opportunities of the Borough and the availability of real estate within the Borough for economic development.
3. Act as a liaison on behalf of existing local business owners and potential business owners in obtaining various permits and approvals from the Planning Board, Zoning Board of Adjustment, Construction Inspection, Code Enforcement and any other area of Municipal Government deemed applicable.
4. Advise the Economic Development Committee and the Borough Council as needed on all matters related to the goals of the Economic Development Committee.
5. Undertake such other activities that may result in the retention, improvement and attraction of residential, professional, commercial, industrial and other business development to the Borough.

Chapter 26-5 shall be amended to read:

§ 26-5. Quorum.

A majority of the members (4 of 6) shall constitute a quorum of the Committee.

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

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: May 9, 2017

DATE PUBLICATION
OF INTRODUCTION:

ADOPTED:

DATE OF PUBLICATION
OF ADOPTION:

ORDINANCE NO. 1915-17

AN ORDINANCE OF THE BOROUGH OF MIDDLESEX, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY AMENDING THE CODES OF THE BOROUGH OF MIDDLESEX CHAPTER 420-15, ACCESSORY STRUCTURES

WHEREAS, the Municipal Land Use Law of the State of New Jersey, N.J.S.A. 40:55D-1, et seq., grants to municipalities the power to adopt a zoning ordinance relating to the nature and extent of the uses of lands, buildings and structures thereon;

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

SECTION ONE. The Code of the Borough of Middlesex, Middlesex County, New Jersey Section 420-15 is hereby amended as follows:

420-15 Accessory Structures.

I. Membrane Structures.

Membrane structures, also referred to as hoop garages, are prohibited.

SECTION TWO. All ordinances or parts of ordinances in conflict or inconsistent with any part of this Ordinance are hereby repealed to the extent that they are in such conflict or inconsistent.

SECTION THREE. This Ordinance may be renumbered for codification purposes.

SECTION FOUR. In the event that any section, part or provision of this Ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this Ordinance as a whole, or any part thereof, other than the part so held unenforceable or invalid.

SECTION FIVE. This Ordinance shall take effect 20 days after passage and publication as provided by law.

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: April 25, 2017

**DATE PUBLICATION
OF INTRODUCTION:** April 28, 2017

ADOPTED: May 9, 2017

**DATE OF PUBLICATION
OF ADOPTION:**

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

Resolution #116-17

At the request of the Electrical Sub Code Official the governing body hereby refunds Ms. Susan Jones, 440 Howard Avenue, Middlesex, New Jersey \$152.00 for the refund of a Fire & Electrical Permit for a wireless alarm system which was issued in error, as it is not required per the UCC Code.

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
Schueler				

ADOPTED _____

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 #117-17

WHEREAS, John Caruso applied to the Construction Office for a Residential Resale Certificate for 213 Sherman Ave; and

WHEREAS, John Caruso submitted Check #1105 in the amount of \$100.00 on 3/9/17 in payment of said Residential Resale Certificate for a single-family dwelling; and

WHEREAS, no inspections were made and the sale did not take place.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Middlesex that the disbursing officers be and they are hereby authorized to draw a check in the amount of \$100.00 in favor of John Caruso, 351 Market St, Middlesex, NJ 08846, for refund of fee for Residential Resale Certificate.

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
Schueler				

ADOPTED _____

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 #118-17

WHEREAS, the residents of 237 B Street have requested to have a block party on B Street between Walnut Street and Maple Street on May 27, 2017 between the hours of 2 p.m. and 10 p.m.; and

WHEREAS, all the designated officials have given approval for this block party.

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

1. The Governing Body hereby grants approval to the residents of 237 B Street to conduct a block party on B Street between Walnut Street and Maple Street on May 27, 2017 between the hours of 2 p.m. and 10 p.m.
2. This resolution shall take effect immediately.

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
Schueller				

ADOPTED _____

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 #119-17

The Tax Collector is hereby authorized to issue a check in the amount of \$19,046.14 to redeem Tax Sale Certificate # 15-01852 and a check in the amount of \$24,600.00 for a tax sale premium, Block 306 Lot 27.01, 567 W Pershing Avenue, check is made payable to:

US Bank Cust for BV001 Trust
50 South 16th St
Suite 2050
Philadelphia, PA 19102

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

I CERTIFY THE FOREGOING TO BE A TRUE AND
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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 #120-17

The Tax Collector is hereby authorized to refund payments made on 2015 Sewer accounts. The appeal committee reviewed the documentation provided and waived the amounts and recommends refunds for the following properties.

<u>BLOCK</u>	<u>LOT</u>	<u>AMOUNT</u>
48	1	\$56.30
72	6	\$281.50
138	15	\$146.38

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
Schueler				

ADOPTED _____

MAYOR OF THE BOROUGH OF MIDDLESEX

I CERTIFY THE FOREGOING TO BE A TRUE AND
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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 #121-17

The Tax Collector is hereby authorized to waive 2015 Sanitary Sewer Use Charges. The appeal committee reviewed the documentation provided and recommended the fees to be waived on the following properties:

<u>Block</u>	<u>Lot</u>	<u>Amount</u>
314	31	\$90.08
145	1	\$1092.22
123	8	\$405.36
133	9	\$181.16
297	11.01	\$2353.34
201	35	\$1092.22
108	13	\$236.46
108	14	\$641.82
117	14	\$247.72
152	10.01	\$213.94
135	1	\$191.42
117	8	\$1261.12
81	13	\$394.10
174	39	\$315.28
167.3	22	\$664.34
167.03	11	\$349.06
114	12	\$1384.98
115	5	\$574.26
329	28	\$191.42
180	4	\$157.64
312	56	\$33.78
87	9	\$788.20
329	33	\$1677.74
329	20	\$90.08
92	22	\$1396.24
330	9.01	\$1002.14
22	3.37	\$698.12
71.01	6	\$382.84
22	3.09	\$157.64
22	3.08	\$67.56
7.04	5	\$1092.22
7.01	3	\$326.54
7.04	6	\$461.62
70.10	2	\$270.24
136	4.01	\$225.20
71.01	17.01	\$619.30
75	4.01	\$653.08
61	30	\$45.04
70	1.02	\$202.68
16	7	\$360.32
167.02	2	\$1035.92
191	29.01	\$416.62
293	3.02	\$1351.20
209	62	\$123.86
100	22	\$360.32

25	19	\$382.84
339	18	\$67.56
38	28.01	\$56.30
80	22	\$1452.54
111	9	\$506.70
328	13	\$90.08
175	40	\$371.58
86.06	4	\$821.98
150	12	\$1193.56
245	10	\$461.66
108	7	\$416.62
300	33	\$2173.18
298	3	\$540.48
239	24.01	\$9469.66
91	26	\$619.30
22	3.05	\$2668.62
72	6	\$563.00
70.08	11.10	\$382.54
4.01	11	\$225.20
168	9	\$337.80
329	10	\$427.88
86.05	4	\$33.78
48	1	\$56.30
150	22	\$225.20
91	21	\$889.54
138	15	\$292.76
161	5.01	\$304.02
293	3.04	\$551.74
199	7	\$112.60
167	17	\$168.90

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
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 #122-17

The Tax Collector is hereby authorized to adjust 2015 Sanitary Sewer Use Charges. The appeal committee reviewed the documentation provided and recommended the fees to be adjusted on the following properties:

<u>BLOCK</u>	<u>LOT</u>	<u>ORIGINAL AMOUNT</u>	<u>ADJUSTED AMOUNT</u>
306	8	\$1351.20	\$780.68
375	4	\$1216.08	\$307.41
74	9	\$698.12	\$591.17
63	11	\$517.96	\$148.00
231	8	\$323.53	\$181.77
123	10	\$923.32	\$405.60
176	31	\$934.58	\$557.38
239	21	\$472.92	\$264.10
80	37	\$743.16	\$84.86
54	18	\$1407.50	\$1100.26
213	3	\$754.42	\$120.75

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
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 #123-17

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

WHEREAS, certain Senior Citizens/ Disabled Persons were the owners of the property in the Borough of Middlesex on or before October 1, 2016, and

WHEREAS, said Senior Citizens / Disabled Persons did file their claims for the Senior Citizen/ Disabled Person deduction with the proper official of the Borough of Middlesex, Middlesex County prior to December 31, 2016; and

WHEREAS, the Tax Collector has disallowed the following Senior Citizen/ Disabled Person deduction for the 2016 year totaling \$2750.00.

<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Amount</u>	<u>Reason</u>	<u>Year</u>
Petiya, George & Tsukiko	10	21	\$250.00	Form Not Returned	2016
Dodds, Douglass & Joan	6	2.02/C034B	\$250.00	Form Not Returned	2016
Serra, Debbie	187	25	\$250.00	Form Not Returned	2016
Carovillano, Adeline	82	7	\$250.00	Over Income Limit	2016
Donahue, Evelyn LE	29	21	\$250.00	Over Income Limit	2016
Cortese, Michael & Mary	4.01	1	\$250.00	Over Income Limit	2016
Chittenden, JFW & FM	7.01	2	\$250.00	Over Income Limit	2016

Cakir, Linda & Isa	51	5	\$250.00	Over Income Limit	2016
Clarkson, Marlene	86.01	10	\$250.00	Over Income Limit	2016
Necina, Irma	239.01	14	\$250.00	Over Income Limit	2016
Danyov, Nancy	262	1.01/C039B	\$250.00	Over Income Limit	2016

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
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 #124-17

RESOLUTION AUTHORIZING APPLICATION FOR LOAN FROM THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE FINANCING PROGRAM

WHEREAS, the Borough of Middlesex has filed or is about to file applications with the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust Fund Loan Program for the Various Sanitary Sewer Main Improvements project; and

WHEREAS, Remington, Vernick & Vena Engineers, the Borough's Consultant Engineer, has been engaged to prosecute the said applications on behalf of the Borough; and

WHEREAS, the Mayor and Council wish to formally confirm the authority of Brandon Goldberg, Business Administrator to represent the Borough for the said purposes;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Middlesex that Brandon Goldberg, Business Administrator of the Borough of Middlesex is designated agent of the Borough of Middlesex for the purpose of prosecuting the Borough's applications for funds under the New Jersey Environmental Infrastructure Trust Fund Loan Program Application; and

BE IT FURTHER RESOLVED that a true copy of this Resolution be forwarded with said application to the New Jersey Department of Environmental Protection for their review and final action.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
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 #125-17

WHEREAS, Beechwood Heights Fire Company No. 2 has requested to hold fund raising within the borough of Middlesex by conducting a coin tosses within the borough at the intersections of Greenbrook Road and Route 28 between the hours of 9 A.M. and 1 P.M.; and

WHEREAS, Beechwood Heights Fire Company No. 2 would like to conduct this coin toss on October 7, 2017 with an alternate date of October 14, 2017; and

WHEREAS, Beechwood Heights Fire Company No. 2 has met all of the criteria required in Middlesex Borough Ordinance No. 1747-09, with the exception of the approval of the New Jersey Department of Transportation.

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

1. The Governing Body hereby approves Beechwood Heights Fire Company No. 2 conduct a coin toss on October 7, 2017 with an alternate date of October 14, 2017 at the above location, pending receipt of approval from the New Jersey Department of Transportation.
2. This resolution shall take effect immediately.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
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 #126-17

The governing body hereby approves the mayor execute the Network Installation and Maintenance Agreement with TK1 Solutions, LLC of Woodbridge, New Jersey.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
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 #127-17

WHEREAS, the governing body received a proposal from Remington & Vernick Engineers dated April 12, 2017 for the Design, Inspection and Construction Administrative Services for the George Avenue Drainage; and

WHEREAS, the proposal for this project include:

- | | |
|---|--------------|
| 1. Design & Survey (10%) | \$ 45,700.00 |
| 2. Inspection/Contract Administration (15%) | \$ 68,550.00 |

TOTAL COST	\$114,250.00
-------------------	---------------------

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 approves the proposal from Remington & Vernick Engineers dated April 12, 2017 for the Design, Inspection and Construction Administration Services for the George Avenue Drainage in the total amount of \$114,250.00.
2. This resolution shall take effect immediately.

NOW FURTHER BE IT RESOLVED, that the Treasurer hereby certifies that funds in the amount of \$114,250.00 are available in Account No. C-04-17-907-000-050.

Caroline Benson

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
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 #128-17

The governing body hereby permit the Fire Department to go out to bid for a Pumper Engine Truck for Pierce Fire Company.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
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 #129-17

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.

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
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 #130-17

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; 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.

1. Update on Landlord Registration Litigation
2. Landlocked Property – Block 318, Lot 43 & 44

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
Schueler				

ADOPTED _____

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

Kathleen Anello

From: sirius00 <slsc7@aol.com>
Sent: Monday, April 24, 2017 9:02 AM
To: amyburke@netzero.net; Kathleen Anello
Subject: FW: Board of Health

From: sirius00 [mailto:slsc7@aol.com]
Sent: Monday, April 24, 2017 8:56 AM
To: 'mayor@middlesexboro-nj.gov' <mayor@middlesexboro-nj.gov>
Subject: Board of Health

Dear Mayor DiMura,

Due to an unresolvable conflict of scheduling in my employment, I regret to inform you that I am unable to meet my commitment to the meetings and must resign my position. Please know I appreciated my participation on the Board, as well as the member contributions and Board direction during my term.

Sincerely,

Ceil Slauson, RN, BSN



Virus-free. www.avast.com



Beechwood Heights Fire Company No. 2

**MIDDLESEX FIRE DEPARTMENT
118 Union Ave
Middlesex N.J. 08846**

May 4, 2017

Mayor & Council

Borough of Middlesex

1200 Mountain Avenue

Middlesex, NJ 08846

Re: Beechwood Heights Fire Company #2 - 2017 Coin Toss Fund Raiser

Dear Mayor & Council:

On behalf of all the members of the Beechwood Heights Fire Company #2, please accept our sincerest appreciation for the support and approval of our 2017 Coin Toss Fundraiser.

The members would again request your consideration for this fundraiser which has been successful last few years.

Attached for your review, please find a schedule of dates for your approval. Please advise at your earliest convenience if these dates are acceptable.

Again, your consideration and support are greatly appreciated.

Sincerely,

Jesus Colon



Beechwood Heights Fire Company No. 2

**MIDDLESEX FIRE DEPARTMENT
118 Union Ave
Middlesex N.J. 08846**

2017 Schedule for coin toss,

Location as follows: Greenbrook Rd and Rt.28

Function Hours 9am-1pm

Dates:

PRIMARY

ALTERNATE

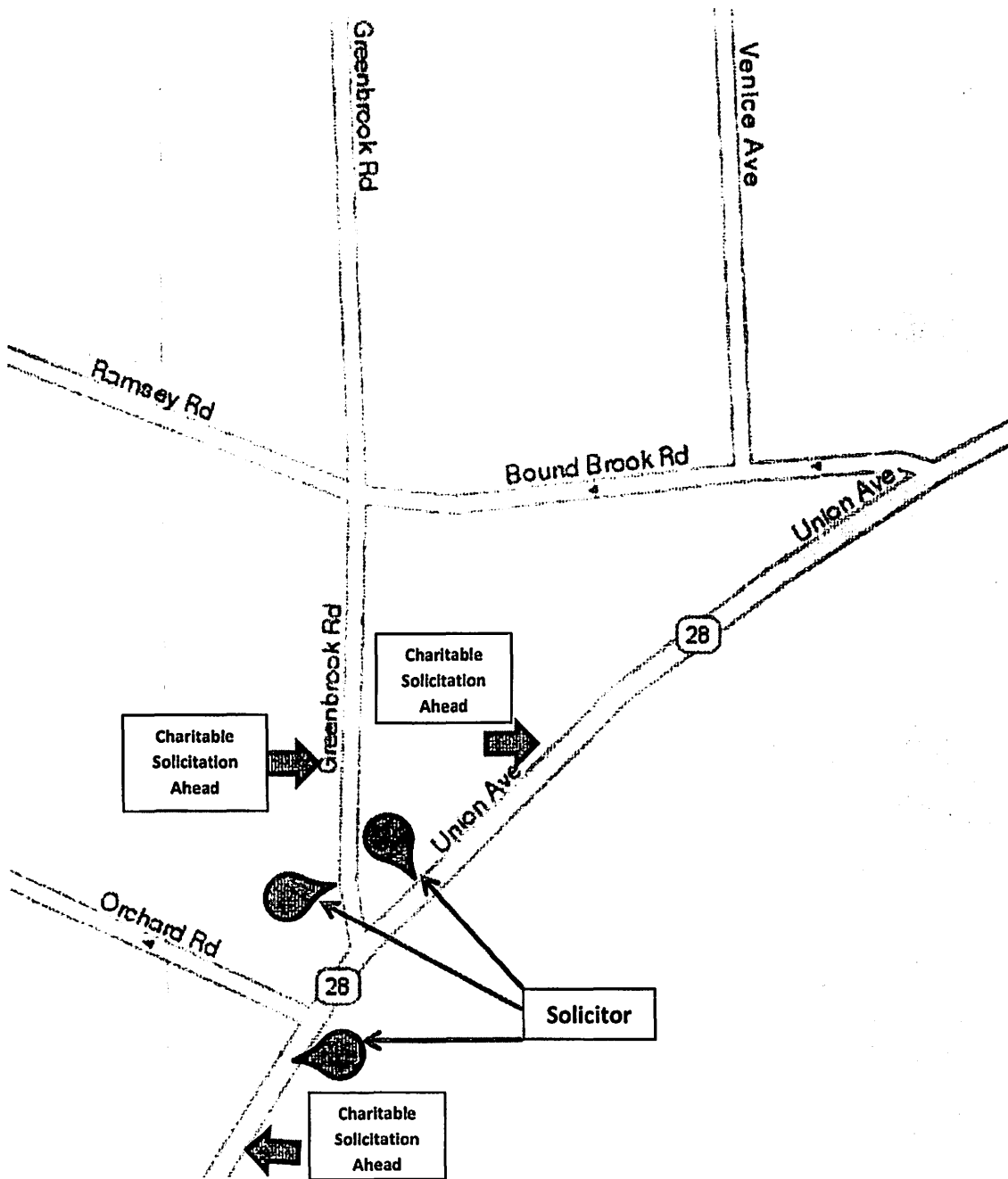
October 7th

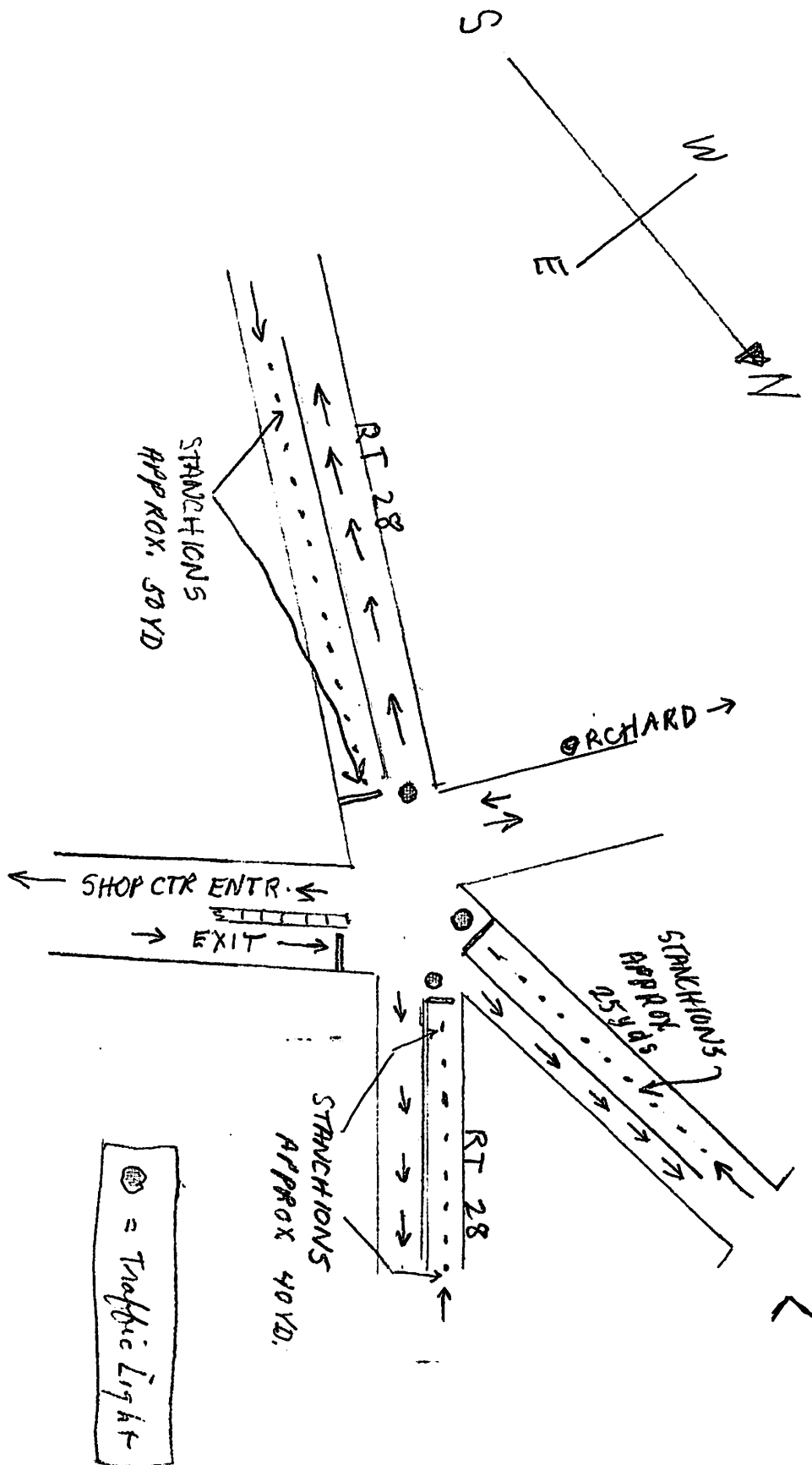
October 14th

Beechwood Heights Coin Toss



Solicitor* All participants must wear ANSI/ISEA High-Visibility traffic vests





Rehnd Hts Fund Drive (coin toss) PLAN
 All ~~personnel~~ personnel will wear yellow reflective vests
 or Fire Police vests.

vic

ADDENDUM A:

Maintenance and Support: \$2,000.00 monthly fee

Includes servers, PCs, Laptops, Printers and Networking Equipment

\$1950.00 one-time fee - Admin Building – Full review and optimization of servers & PCs (up to 20 hours)

\$1950.00 one-time - fee Police Dept. Building – Full review and optimization of servers & PCs (up to 20 hours)

Billable Service Rate Outside the Scope of these Services: \$135.00 per hour

Remote Monitoring Services for Servers

Network alerts will be investigated and addressed between the hours of 8:30am and 5:30pm weekly (Monday through Friday), excluding public holidays. The Police Department Critical alerts will be addressed within 4 hours of the event. Services to be monitored include but are not limited to:

- Overall up time of each device
- CPU – Utilization Averaged over five (5) minute increments
- Disk – Percentage of storage utilization
- Event Log - failed log attempts and other security events
- Memory/Swap File Utilization - Percentage of memory and virtual memory in use averaged over five (5) minute increments
- Monitoring of key server services including but not limited to virus scanning services, file backup services, SQL services, and exchange services.
- Occasionally downtime to the Monitoring Servers is required for normal upgrades and maintenance. Downtime events will be scheduled whenever possible.

Patch Management for Included Equipment

Critical and Non Critical Patches will be tested and applied for the Following Software:

Microsoft Operating Systems (Server), Microsoft Office Products, Microsoft Exchange, Internet Explorer

Call Center and Onsite Support

TK1 will provide the services detailed below to the Client for included equipment. Support will be available during business hours – 8:30AM to 5:30PM, EST, Monday thru Friday. TK1 provides the flexibility of providing support on a remote access and on-site methods. Standard response time for On-Site Support will be twenty-four (24) hours. In case of Emergency, TK1 offers a four (4) hour response time with a fifty percent (50%) premium on the hourly rate. After Hours and Weekend calls will be charged at the hourly rate plus a fifty percent (50%) premium. Police Department support is available 24 hours a day, 7 Days a week with a four (4) hour response time.

General Maintenance & Repair: Routine hardware checks, software updates, OS updates and file-structure related services.

Hardware & Software Troubleshooting: Troubleshoot networks, systems, and applications to identify and correct issues and other operational difficulties.

CUSTOMER SIGNATURE: _____	DATE: _____
NAME: _____	TITLE: _____



NETWORK INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on _____, binding TK1 Solutions, LLC ("TK1"), with its principal place of business located at 97 Main Street, Suite 205, Woodbridge, NJ, 07095 and the Borough of Middlesex ("Client"), with its principal place of business located at 1200 Mountain Avenue, Middlesex, NJ 08846 and shall be effective as of _____ (the "Effective Date").

RECITALS

WHEREAS, TK1 is engaged in the business of providing services involving the design, installation and maintenance of computer networks; WHEREAS, Client desires to retain TK1 to perform the services set forth in this agreement. NOW, THEREFORE, TK1 and Client agree as follows:

1. **Scope of Services:** TK1 will perform such infrastructure development, network maintenance and support services as are set forth in Addendum A.
2. **Price and Payment:** Client will pay TK1 for the Network Services at the price and on the terms set forth in Exhibit A. The price set forth in this Agreement does not include any sales, use, service, or similar taxes that may be payable by reason of the provision of the Network Services, and Client will pay all such taxes which may become due in connection with the Services.
3. **Term and Termination:** Unless terminated as provided herein, this Agreement will extend for a period of twelve months and will automatically renew from year to year thereafter. TK1 may terminate this Agreement without cause upon thirty (30) days written notice, and Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination by either party without cause, Client will pay TK1 for all of the Services performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.
4. **Obligations of Client**
 - a. Client will immediately notify TK1 upon learning of any significant problem with the performance of the network.
 - b. Client will cooperate with TK1 in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time.
 - c. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network.
 - d. Client will be solely responsible for performing the day-to-day tasks associated with creating archival or backup copies of data stored on the network servers and/or on the hard drives of individual workstations.
 - e. Client will notify TK1 within a commercially reasonable time regarding any change in the identity of client's Network Administrator.
5. **Confidential Information**
 - a. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by TK1 and will not be disclosed or used by TK1 except to the extent that such disclosure or use is reasonably necessary to the performance of TK1's Work.
 - b. All information relating to TK1 that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.
 - c. These obligations of confidentiality will extend for a period of 2 Years after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.
 - d. All media on which any Confidential information may be recorded or located, including, without limitation, documents, computer files, program source codes, samples, photocopies, photographs, drawings, descriptions, reproductions, and other storage facilities (collectively "Documentation") made by TK1 or that come into TK1's possession by reason of TK1's relationship hereunder with Client and all Related Entities are the property of the Client and shall be returned to Client by TK1 upon termination of this Agreement. TK1 shall not deliver, reproduce, or in any way allow any Documentation to be delivered or used by any third party without the prior written consent of the Client.
6. **Warranty and Disclaimer:** Client acknowledges that no computer system or software can be made completely stable or secure, and that TK1 cannot guarantee the stability, safety or security of client's network or data. TK1 warrants that the Network Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Network Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. **Limitation of Liability:** In no event will TK1 be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Network Services, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. In no event will TK1 be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of TK1 for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of TK1, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to TK1 for the Network Services during the twelve (12) month period preceding the date the claim arises.
8. **Indemnification:** Client will indemnify and hold TK1 harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by TK1 therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.
9. **Relation of Parties:** The performance by TK1 of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between TK1 and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.
10. **Employee Solicitation/Hiring:** During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.
11. **Non-assignment:** Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.
12. **Arbitration:** Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of New Jersey. The arbitration will be held in New Jersey. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.
13. **Attorneys' Fees:** If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.
14. **Severability:** If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
15. **Force Majeure:** Neither party shall be liable for any failure to perform obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, any mechanical, electronic or communications failure, or other cause beyond such party's reasonable control, excluding failure caused by a party's financial condition or negligence.
16. **No Waiver:** The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.
17. **Entire Agreement:** This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties understand and executed this Agreement by their duly authorized representatives as of the date first set forth above.

Party TK1 Solutions, LLC	Party
Signature	Signature
Name Telemahos Koukourdelis	Name
Title Managing Member	Title

1.0 Pricing

1.1 Standard Hourly Rates

Service	Rate (per resource/per hour) ¹
Maintenance and Technical Support	\$135 (one hundred thirty five dollars)
Installation and Setup	\$135 (one hundred thirty five dollars)
Design and Professional Services	\$135 (one hundred thirty five dollars)

¹A minimum of 1.0 hours will apply per onsite support. A minimum of .5 hours will apply for remote support.

Hardware, Software, Cabling and other non hourly items will be billed separately to Customer.

- 1.2 Monthly Maintenance Plans:** As an alternative to Hourly Pricing, TK1 will provide Monitoring and/or Maintenance services for a flat monthly fee. The monthly fee will include monitoring and maintenance of agreed upon equipment with per hour rates for additional Design and Installation services. The monthly fee will be billed on the 1st day of the Month.

Monitoring & Maintenance Plans			
Monitoring Only		Per Hour	
Monitoring & Patch Management	See Addendum A	Per Hour	See addendum A

- 1.3 First Month Due at Signing:** The first month's Maintenance Fee is due upon signing of this agreement. The monthly fee will be evaluated every six months and adjusted accordingly to meet the needs of Customer.

- 1.4 Invoices & Payments:** Maintenance Fees, Hourly Charges, and Cabling will be invoiced on the first day of the month. Payment is due fifteen (15) days after date of invoice. Client may not withhold any amounts due hereunder and TK1 reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

- 1.5 Timing of Invoice:** Hardware, Software, and other non- hourly items will be invoiced at time of order. Payment is due at time of invoice

SUMMARY:	Hourly Plan Selected: ☐ Standard	
	Maintenance Plan Selected: ☐ Monitoring Only - Amount: _____ ☒ Monitoring & Patch Mgt. – Amount : See Addendum A_	
	Prepayment Discount Selected: ☐ 6 Month Prepayment – 5% ☐ 12 Month Prepayment – 10%	
Client Name:	Signature:	Amount Invoice Monthly:

PRINCIPALS

Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME, CFM
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CMF, CPWM, CEP
Alan Dittenhofer, PE, PP, CME
Leonard A. Faiola, PE, PP, CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME

SENIOR ASSOCIATES

Charles E. Adamson, PLS, AET
John J. Cantwell, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE
Annina Hogan, PE, RA, CME, CPWM, LEED-AP
Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME, NBIS
Gregory J. Sullivan, PE, PP, CME, CEA

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers

232 Kings Highway East
Haddonfield, NJ 08033
☐ (856) 795-9595

51 Haddonfield Road, Suite 260
Cherry Hill, NJ 08002
☐ (856) 795-9595

**Remington, Vernick
& Vena Engineers**

9 Allen Street
Toms River, NJ 08753
☐ (732) 286-9220

3 Jicama Boulevard, Suite 300-400
Old Bridge, NJ 08857
☐ (732) 955-8000

**Remington, Vernick
& Walberg Engineers**

845 North Main Street
Pleasantville, NJ 08232
☐ (609) 645-7110

4907 New Jersey Avenue
Wildwood City, NJ 08260
☐ (609) 522-5150

Melford Plaza I, Suite 400
16701 Melford Boulevard
Bowie, MD 20715
☐ (240) 544-5382

**Remington, Vernick
& Beach Engineers**

922 Fayette Street
Conshohocken, PA 19428
☐ (610) 940-1050

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
☐ (412) 263-2200

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
☐ (302) 266-0212

**Remington, Vernick
& Arango Engineers**

The Presidential Center, Lincoln Building
Suite 600, 101 Route 130,
Cinnaminson, NJ 08077
☐ (856) 303-1245

One Harmon Plaza, Suite 210
Secaucus, NJ 07094
☐ (201) 624-2137

April 12, 2017

Ronald DiMura, Mayor
Municipal Building
1200 Mountain Avenue
Middlesex, NJ 08846

**Re: Middlesex Borough
Confirming Proposal for Design, Inspection and Construction
Administration Services
George Avenue Drainage**

Dear Mayor DiMura:

Per recent communications, this confirming proposal is provided for design, bid and construction administration services for reconstruction of drainage on George Avenue from Ashland Avenue, through an existing drainage easement through private residence, to George Avenue and Greenlawn Avenue to an inlet in Oak Drive.

Attached is a construction estimate identifying **approximate** construction quantities and unit costs to construction this project as intended.

Our design fees will include the following survey services necessary to prepare design plans, and temporary residential construction easements (as necessary) for this project:

Project area: Ashland Ave, George Ave., Greenlawn Ave. to Creek: 1,000' total

- Topographic Roadway and off-road drainage area survey (row to row & house to house)
- Right-of-way and Property Survey, including 50 foot baseline stations
- Prepare base plans (plan & profile)
- As-builts and inverts of local stream.

It is our intent to complete design and bid documents for the George Avenue drainage, advertise and receive bids with the intent to award construction by or before late summer.

Design services will include preparation of construction plans and bid specifications, preparation of Freehold Soil Conservation District (FSCD) Soil Erosion and Sediment Control application, bidding, attendance of the receipt of bids, and recommendation of award to low responsive bidder.

Construction services will include Inspections services during the construction period, as well as contract administration services.

C0417907000050



Middlesex Borough
Proposal for Services
George Avenue Drainage
April 12, 2017

Page 2

The following are budgetary, not-to-exceed costs of this project:

Construction	\$457,000.00
Design and Survey (10%)	\$45,700.00
Inspections and	\$68,550.00
Contract Administration (15%)	

Total: \$571,250.00

Please contact me at 732-955-8000 if you have any questions or require further information. Thank you for the opportunity to assist the Borough with this important project.

Sincerely,
REMINGTON, VERNICK & VENA ENGINEERS, INC.

By



Terence Vogt, P.E., P.P., C.M.E.
Principal, Regional Manager

cc: Kathleen Anello, Clerk
Caroline Benson, CFO
Robert Teutsch, DPW Superintendent
Craig Remington

**REMINGTON, VERNICK & VENA ENGINEERS**
ENGINEER'S ESTIMATE**PROJECT NAME:**

George Avenue Drainage

PROJECT NUMBER:**CLIENT:**

Borough of Middlesex

April 11, 2017

Base Bid

#	DESCRIPTION	UNITS	George Avenue	PLAN QUANTITY	BID QUANTITY	EST. UNIT PRICE	AMOUNT
1	Inlet Filter, Type 2, 5'x4'-6"	UN	8	8	8	\$ 25.00	\$ 200.00
2	Soil Erosion & Sediment Control	LS	1	1	1	\$ 3,000.00	\$ 3,000.00
3	Traffic Cones	UN	20	20	20	\$ 5.00	\$ 100.00
4	Drums	UN	20	20	20	\$ 10.00	\$ 200.00
5	Construction Signs	UN	2	2	2	\$ 250.00	\$ 500.00
6	Police Officers and Vehicles	LS	1	1	1	\$ 60,000.00	\$ 60,000.00
7	Asphalt Adjustment	LS	1	1	1	\$ 2,000.00	\$ 2,000.00
8	Fuel Adjustment	LS	1	1	1	\$ 3,000.00	\$ 3,000.00
9	Clearing Site	LS	1	1	1	\$ 30,000.00	\$ 30,000.00
10	Excavation, Unclassified	CY	1200	1200	1200	\$ 25.00	\$ 30,000.00
11	Hot Mix Asphalt Mix 9.5M64 Surface Course, 2" Thick	TNS	90	90	90	\$ 90.00	\$ 8,100.00
12	Hot Mix Asphalt Mix 19M64 Base Course, 4" Thick	TNS	180	180	180	\$ 95.00	\$ 17,100.00
13	Dense Graded Aggregate, 6" Thick	SY	725	725	725	\$ 25.00	\$ 18,125.00
14	Tack Coat	GAL	75	75	75	\$ 4.00	\$ 300.00
15	Concrete Curb & Gutter, Complete per plan detail	LF	25	25	25	\$ 35.00	\$ 875.00
16	Driveway Repair - Asphalt, as directed	SY	1750	1750	1750	\$ 20.00	\$ 35,000.00
17	Remove Existing "B" Inlet	UN	3	3	3	\$ 2,000.00	\$ 6,000.00
18	Remove Existing "E" Inlet	UN	5	5	5	\$ 1,500.00	\$ 7,500.00
19	Remove Existing 15" HDPE Pipe	LF	650	650	650	\$ 55.00	\$ 35,750.00
20	Remove Existing 18" RCP Pipe	LF	350	350	350	\$ 75.00	\$ 26,250.00
21	New "B" Inlet with Type "N" Eco Head Piece & Bicycle Safe Grate	UN	3	3	3	\$ 3,500.00	\$ 10,500.00
22	New "E" Inlet with Bicycle Safe Grate	UN	5	5	5	\$ 3,000.00	\$ 15,000.00
23	New 30" RCP	LF	1000	1000	1000	\$ 110.00	\$ 110,000.00
24	Remove and Replace Existing PVC Fence, 6' High	LF	130	130	130	\$ 75.00	\$ 9,750.00
25	Remove and Replace Existing Wood Fence, 6' High	LF	100	100	100	\$ 70.00	\$ 7,000.00
26	Remove and Replace Existing Chain Link Fence, 6' High	LF	25	25	25	\$ 50.00	\$ 1,250.00
27	Connection to Existing Drainage Structure	UN	2	2	2	\$ 750.00	\$ 1,500.00
28	Replace Existing Landscaping	LS	1	1	1	\$ 10,000.00	\$ 10,000.00
29	Topsoil, Seed, Mulch & Fertilize	SY	400	400	400	\$ 20.00	\$ 8,000.00
SUBTOTAL ESTIMATED CONSTRUCTION COST							\$ 457,000.00
DESIGN ENGINEERING COST							\$ 45,700.00
INSPECTION COSTS							\$ 68,550.00
TOTAL ESTIMATED PROJECT COST							\$ 571,250.00

Prepared by: Terence M. Vogt, PE, PP, CME
Remington, Vernick & Vena Engineers

2017 Capital

YEAR 2017				Sub			
DEPARTMENT		PROJECT		Code	SUBTOTALS	SPENT	BALANCE
Municipal Clerk		Government Meetings Software	\$4,752.00	55			
Total Municipal Clerk					\$4,752.00	\$0.00	\$4,752.00
Tax Assessor		Revaluation of Real Property	\$50,000.00	56			
Total Tax Assessor					\$50,000.00	\$0.00	\$50,000.00
Community Center		Improvements to Community Center	\$50,000.00	60			
Total Community Center					\$50,000.00	\$0.00	\$50,000.00
County Radio		County Radio System	\$600,000.00	70			
Total County Radio					\$600,000.00	\$0.00	\$600,000.00
Police		L-3 Mobile Vision Recording System	\$57,720.00	71			
Police		Defibrillators	\$14,700.00	71			
Police		Oxygen Tanks	\$560.00	71			
Police		Rifle Plate & Carrier (5)	\$2,150.00	71			
Police		Riot Shield & Baton (6)	\$1,350.00	71			
Police		Ballistic Helmets (4)	\$1,480.00	71			
Police		Ammunition Cabinet/Shelving	\$2,100.00	71			
Police		Radio/Computer Equip For New Cars	\$69,175.00	71			
Total Police					\$149,235.00	\$0.00	\$149,235.00
Municipal Court		Computer for Prosecutor's Office	\$2,500.00	72			
Municipal Court		Padlock System for Hallway Door	\$4,200.00	72			
Total Municipal Court					\$6,700.00	\$0.00	\$6,700.00
Fire Department		Bunker Gear	\$40,000.00	75			
Fire Department		Water Rescue Gear	\$12,000.00	75			
Total Fire					\$52,000.00	\$0.00	\$52,000.00
Garbage		Payment for Garbage Truck #1	\$47,170.53	76			
Garbage		Payment for Garbage Truck #2	\$48,621.61	76			
Total Garbage					\$95,792.14	\$0.00	\$95,792.14

2017 Capital

Roads	Bobcat Skid Steerer with Attachments	\$110,000.00	77				
Roads	F250 Pick Up Truck	\$37,000.00	77				
Roads	New Utility Body & Compressor	\$20,000.00	77				
Total Roads					\$167,000.00	\$0.00	\$167,000.00
Parks	F350 Mason Dump Truck	\$55,000.00	78				
Parks	Grounds Master 360 Quad Steer Mower	\$25,000.00	78				
Parks	Broadcast Spreader	\$5,000.00	78				
Parks	York Rake	\$5,000.00	78				
Parks	New Goal Post - Cook Field	\$7,000.00	78				
Total Parks					\$97,000.00	\$0.00	\$97,000.00
Buildings & Grounds	Municipal Bldg Upgrade	\$200,000.00	83				
Total Building & Grounds					\$200,000.00	\$0.00	\$200,000.00
Computer Data Services	Computers for Police Dept	\$15,000.00	90				
Computer Data Services	Barracuda Backup Servers for Police Dept	\$38,000.00	90				
Computer Data Services	Computers for Boro Hall	\$10,000.00	90				
Total Computer Data					\$63,000.00	\$0.00	\$63,000.00
Mill & Overlay	Mill & Overlay	\$300,000.00	93				
Total Mill & Overlay					\$300,000.00	\$0.00	\$300,000.00
Administrative Costs		\$2,000.00	97				
Total					\$2,000.00	\$0.00	\$2,000.00
TOTAL					\$1,837,479.14	\$0.00	\$1,837,479.14