

**BOROUGH OF MIDDLESEX
REGULAR MEETING
AGENDA
OCTOBER 24, 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 the Municipal Building.

2. **SALUTE TO FLAG**

3. **ROLL CALL:**

Dotey [] Parenti [] Corley [] Madden [] Schueler [] Mikolajczyk []
Mayor DiMura []

4. **PRESENTATIONS**

5. **APPOINTMENTS**

6. **PROCLAMATIONS**

7. **NEW BUSINESS**

1. **ORDINANCE NO. 1928-17 AN ORDINANCE OF THE BOROUGH OF MIDDLESEX ADOPTING A POLICY FOR ESTABLISHMENT OF PROFESSIONAL ESCROW AND PAYMENT OF REDEVELOPMENT FEE BY REDEVELOPERS FOR PROJECTS IN ALL BOROUGH AREAS**

8. **PUBLIC HEARING & FINAL ADOPTION**

1. **ORDINANCE NO. 1926-17 AN ORDINANCE TO ESTABLISH THE CREATION OF A UNIFIED ELECTRONIC REPORTING SYSTEM FOR DEALERS IN PRECIOUS METALS AND OTHER SECOND-HAND GOODS.**

2. **ORDINANCE NO. 1927-17 AN ORDINANCE TO VACATE A PORTION OF PERSHING PLACE**

9. **ADOPTION OF MINUTES**

1. Approval of the September 19, 2017 Regular & Executive Meeting Minutes & October 10, 2017 Regular Meeting Minutes

10. **REPORTS**

Mayor's Report

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
 - A. DPW Report
5. Police/Legal/Code Enforcement/Construction/Municipal Court
 - A. October Police Activity Report
 - B. Code Enforcement/Zoning Report – January – September 2017
 - C. Court Audit Report
6. Administration/Department of Senior Services/Legislation/Licensing/Board of Health

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 #244-17 The Tax Collector is authorized to refund and/or credit to various homeowners 2017 taxes for qualified Senior Citizen, Disabled Person & Veteran Deductions
2. Resolution #245-17 The Governing Body hereby approves the Bylaws of the Middlesex Borough Alcohol and Drug Abuse Committee which were amended at the October 4, 2017 Middlesex Municipal Alliance Meeting.
3. Resolution #246-17 The Governing Body hereby approves to submit a Grant Application and execute a Grant Contract with the NJDOT for the MA-2018-2018 Bound Brook Road Streetscape Project
4. Resolution #247-17 The Governing Body hereby approves to submit a Grant Application and Execute Grant Contract with the NJDOT for the 2018 Road Improvements – Hazelwood Avenue Project

5. Resolution #248-17 The Governing Body hereby approves Jeffrey Smith, Esq. of the firm Bob Smith & Associates LLC, 216-B1 Stelton Road, Piscataway, NJ as an Alternate Prosecutor for the year 2017.
7. Resolution #249-17 The Governing Body has reviewed at a minimum the "Comments and Recommendations" section of the annual audit for the year 2016.
8. Resolution #250-17 The Governing Body hereby authorizes the Borough Administrator to execute an Electricity Supply Agreement with Constellation NewEnergy, Inc., Houston, Texas effective October 13, 2017 – October 13, 2020.
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 #251-17 Pay All Claims
15. **AGENDA WORKSHOP ITEM**
 1. Job Coaching Work Site Agreement with the Middlesex Public School, Department of Special Services
16. **PRIVILEGE OF THE FLOOR ON AGENDA WORKSHOP ITEMS**
17. **EXECUTIVE SESSION** - Action may be taken immediately after Executive Session on any items posted below.
18. **ADJOURNMENT.** The next Regular Meeting will be on November 21, 2017.

ORDINANCE NO. 1928-17

**AN ORDINANCE OF THE BOROUGH OF MIDDLESEX ADOPTING
A POLICY FOR ESTABLISHMENT OF PROFESSIONAL ESCROW
AND PAYMENT OF REDEVELOPMENT FEE BY REDEVELOPERS
FOR PROJECTS IN ALL BOROUGH AREAS**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Borough Council has been acting as the redevelopment entity for the Borough and responsible for managing the redevelopment of the Borough; and

WHEREAS, N.J.S.A. 40A:12A-8(f) authorizes a redevelopment entity “to arrange or contract with public agencies or redevelopers for the planning, replanning, construction, or undertaking of any project or redevelopment work, or any part thereof; negotiate and collect revenue from a redevelopment to defray the costs of the redevelopment entity”; and

WHEREAS, N.J.S.A. 40A:12A-8(n) authorizes a redevelopment entity to “do all things necessary or convenient to carry out its powers”; and

WHEREAS, it has been the Borough’s practice to negotiate the payment of redevelopment fees by redevelopers on an ad hoc basis, which fees have been included in prior redevelopment agreements between the Borough and redevelopers; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-8(f) and (n), the Borough wishes to adopt a policy for establishing a professional escrow in order to reimburse the Borough for professional service fees incurred on redevelopment applications, including but not limited to architects, engineers, planners, attorneys, consultants and/or professionals; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-8(f) and (n), the Borough wishes to adopt a policy for the payment of a redevelopment fee by the redeveloper in order for the Borough to defray the administrative costs and expenses associated with implementing a redevelopment project; and

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

1. It hereby adopts the following policy for establishing a professional escrow and for the payment of a redevelopment fee by redevelopers to cover Borough administrative expenses, costs of professionals and other costs associated with implementing redevelopment projects:

I. ESTABLISHMENT OF PROFESSIONAL ESCROW

A. Prior to the initial meeting or review of a proposed redevelopment concept

and/or preliminary application, the applicant/redeveloper shall establish a professional escrow account with the Borough by depositing a minimum \$10,000.00 with the Borough Clerk and shall be required to enter into the attached Escrow Agreement in substantially similar form.

B. The escrow fee charged for review shall be used exclusively for professional reviews by architects, engineers, planners, attorneys, consultants and/or professionals employed by the municipality. Said escrow fees shall be so segregated for each application so that the fee to be paid shall be utilized only for the particular project.

C. Whenever an escrow balance drops below \$5,000.00, the applicant/redeveloper shall replenish said escrow to \$10,000.00. If the escrow fee charged is insufficient so as to cover the professional fees applicable to that particular project, then that applicant/redeveloper shall be required to pay all deficiencies within his or her individual account.

D. In the event any of the escrow remains unused at the conclusion of the application or redevelopment project, said amount that is not utilized shall be returned to the applicant/redeveloper upon written request.

E. If the Borough and applicant/redeveloper enter into a redevelopment agreement, the redevelopment agreement shall replace the parties' escrow agreement. The Borough shall have the discretion to increase the professional escrow minimum balance requirements in the redevelopment agreement based on the nature of the redevelopment project on a case-by-case basis. The redeveloper shall be required to maintain a professional escrow until completion of the redevelopment project as determined by the terms of said redevelopment agreement.

F. All such escrow fees shall be maintained in accordance with the provisions of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55d-1 et seq.

II. PAYMENT OF REDEVELOPMENT FEE

A. If the Borough and applicant/redeveloper enter into a redevelopment agreement, the applicant/redeveloper shall be required to pay a redevelopment fee to the Borough in order to defray the administrative costs and expenses associated with implementing said redevelopment project. The redevelopment agreement shall include a provision for the payment of a redevelopment fee by a redeveloper.

B. The redevelopment fee shall be paid by the redeveloper fifty percent (50%) upon execution of the redevelopment agreement and fifty percent (50%) upon the issuance of the first certificate of occupancy or temporary certificate of occupancy for the project.

C. The redevelopment fee shall be determined as follows:

- a. \$400.00 per studio unit;

- b. \$800.00 per one (1) bedroom unit;
- c. \$1,000.00 per two (2) bedroom unit;
- d. \$1,300.00 per three (3) bedroom unit or townhouse; plus
- e. Commercial/Retail/Other space at \$0.75 per foot.

2. This Ordinance shall take effect immediately upon final passage and publication according to law.

ATTEST

Kathleen Anello, Municipal Clerk

Ronald DiMura, Mayor

INTRODUCED:

DATE PUBLICATION
OF INTRODUCTION:

ADOPTED:

DATE OF PUBLICATION
OF ADOPTION:

ORDINANCE NO. 1926-17

An Ordinance to Establish the Creation of a Unified Electronic Reporting System for Dealers in Precious Metals and other Second-Hand Goods

§ 1 Purpose and Intent

The purpose and intent of this chapter is to assist law enforcement officials and victims of crime in recovering stolen precious metals and other secondhand goods by requiring minimum identification, reporting, maintenance and distribution criteria for licensed dealers in these goods.

No person shall use, exercise, or carry on the business, trade, or occupation of the buying, selling, or pawning of precious metals or other secondhand goods without complying with the requirements of this chapter in the exact manner described herein.

§ 2 Definitions

"ACCEPTABLE IDENTIFICATION" means a current valid New Jersey Driver's License or Identification Card, a current valid photo driver's license issued by another US state, a valid United States Passport, or other verifiable US Government issued identification, which will be recorded on the receipt retained by the dealer and subsequently forwarded to the local police department on request.

"DEALER" means any person, partnership, limited liability company, corporation, or other entity who, either wholly or in part, engages in or operates any of the following trades or businesses: the buying for purposes of resale of precious metals, jewelry, or other secondhand goods as defined herein; pawnbrokers as defined herein; itinerant businesses as defined herein. For the purposes of this ordinance, transient buyers, as defined herein, are subject to the same licensing and reporting requirements as any other dealers.

"ITINERANT BUSINESS" means a dealer who conducts business intermittently within the municipality or at varying locations.

"MUNICIPAL CLERK" means the statutory officer whose duties are defined in N.J.S.A. 40A:9-133 and may refer to the duly appointed clerk of the "city," "town," "township," "village," or "borough."

"PAWNBROKER" means any person, partnership, association or corporation: lending money on deposit or pledge of personal property, other than choses in action, securities, or printed evidences of indebtedness; purchasing personal property on condition of selling it back at a stipulated price; or doing business as furniture storage warehousemen and lending money on goods, wares or merchandise pledged or deposited as collateral security.

"PRECIOUS METALS" means gold, silver, platinum, palladium, and their alloys as defined in N.J.S.A. 51:5-1 etseq. and N.J.S.A. 51:6-1 etseq.

"PUBLIC" means individuals and retail sellers, not to include wholesale transactions or transactions between other merchants.

"REPORTABLE TRANSACTION" means every transaction conducted between a dealer and a member of the public in which precious metals, jewelry, or any other secondhand goods as defined herein are purchased or pawned.

"SECONDHAND GOODS" means used goods such as antiques, gold, silver, platinum, or other precious metals, jewelry, coins, gemstones, gift cards, any tools, telephones, typewriters, word processors, GPS devices, computers, computer hardware and software, television sets, radios, record or stereo sets, electronic devices, musical instruments, sporting goods, automotive equipment, collectibles, game cartridges, DVDs, CDs, and other electronically recorded material, firearms, cameras and camera equipment, video equipment, furniture, clothing, and other valuable articles. For the purposes of this ordinance, secondhand goods shall not include goods transacted in the following manner: i) judicial sales or sales by executors or administrators; ii) occasional or auction sales of household goods sold from private homes; iii) auctions of real estate; iv) the occasional sale, purchase, or exchange of coins or stamps by a person at his permanent residence or in any municipally owned building who is engaged in the hobby of collecting coins or stamps and who does not solicit the sale, purchase, or exchange of such coins or stamps to or from the general public by billboard, sign, handbill, newspaper, magazine, radio, television, or other form of printed or electronic advertising.

"SELLER" means a member of the public who sells or pawns used goods such as precious metal, jewelry, or other secondhand goods to a dealer.

"TRANSIENT BUYER" means a dealer, as defined herein, who has not been in a registered retail business continuously for at least six (6) months at any address in the municipality where the Dealer is required to register or who intends to close out or discontinue all retail business within six (6) months.

§ 3 License Requirement for dealers

No person, partnership, limited liability company, corporation, or other entity shall engage in the business of buying, selling, or pawning of precious metals or other secondhand goods, as defined above, within the jurisdiction of the municipality, without having first obtained a license therefore from the Municipal Clerk, which license shall bear a number issued by the Municipal Clerk. The application for a license to the Municipal Clerk shall set forth the name, date of birth, and address of the dealer, whether or not he or she is a citizen of the United States, and whether or not he or she has ever been convicted of any crime(s), disorderly persons offense(s), or municipal ordinance violation(s), and the date(s) thereof. Advertising in any print or electronic media or by sign that any of those articles or secondhand goods referred to in § 2 above are being bought in any location within the municipality shall constitute engaging in business as a dealer of secondhand goods for purposes of this chapter. No person, partnership, limited liability company, corporation or other entity shall place or cause to be placed any

advertisement for purchase of such articles or goods without stating in the advertising the license number issued to a person or entity by the municipality. In any print advertisement, the license number shall appear in type no smaller than eight point in the lower-right-hand corner of the advertisement. In any advertisement in electronic media, the license number shall be visually or audibly stated. Failure to state or indicate the license number shall be a violation of this chapter and shall be subject to the penalties established in § 9.

§ 4 Application process for dealers; approval or denial

- A) Upon receipt of an application completed pursuant to this chapter, the Municipal Clerk shall refer such application to the Chief of Police, who shall make an investigation of the prospective licensee, pursuant to this chapter for the purpose of determining the suitability of the applicant for licensing. The investigation shall include, but shall not be limited to the following:
- 1) The experience of the applicant in the business of purchase and sale of those articles or goods referred to in § 2 above, although nothing in this section shall be construed to warrant denial of a license solely on the basis of lack of experience;
 - 2) The reputation of the applicant for fair dealing in the community, which shall be made among credible sources, which sources shall be disclosed to the applicant in the event of a denial of any license;
 - 3) Any criminal record of the applicant including any past convictions for any crime(s), disorderly persons offense(s), or municipal ordinance violation(s) within this or any other jurisdiction. The Chief of Police may, as part of the application process, require a fingerprint criminal background check through the Federal Bureau of Investigation, Criminal Justice Information Services Division, which may require an additional fee from the applicant.
 - 4) The type of operation contemplated to be conducted by the applicant, particularly whether the business is to be operated from a fixed location, whether it is to be conducted from a location primarily devoted to the purchase and sale of precious metal or other secondhand goods, and other factors bearing on whether the licensed business will be of a fixed and permanent nature. This section shall not be construed to require denial of any license solely on the grounds that the business is not from a fixed location or that the applicant is a transient buyer or itinerant business, however applicants who fall under the category of a transient buyer or itinerant business must state with specificity on the license application the business address where transaction records required by § 6(D) of this chapter will be stored as well as the location where purchased goods will be retained during the mandatory inspection period required under § 6(A).

- B) The Chief of Police shall complete any investigation pursuant to this chapter within ninety (90) days of the submission of the application to the Municipal Clerk, fully completed by the applicant. If a criminal record check has been requested within the ninety-day period and has not been received by the Chief of Police within that period, the Chief of Police may, if all other factors are satisfactory, recommend a conditional issuance of the license subject to the finding regarding criminal record.
- C) The Chief of Police shall, upon completion of the investigation, recommend "grant" or "denial" of the license to the Municipal Clerk, who shall grant or deny the license. Any recommendation of the Chief of Police shall be in writing and, in the case of a recommendation of denial, shall state fully and specifically the reasons for said recommendation. If the Municipal Clerk accepts the recommendation of the Chief of Police to deny any license, the applicant shall be notified in writing within ten (10) days of such denial and the Clerk shall forward to the applicant a statement of the reason or reasons for such denial.
- D) Grounds for recommending denial of license may include reliable information indicating that the applicant has in the past engaged in fraudulent or deceptive business practices in a business identical to or similar to a dealer in secondhand goods. A license may be denied if the investigation reveals a conviction of the applicant or any of its principal officers or employees of any crime(s), disorderly persons offense(s) in which deceit or misrepresentation is an element; or any conviction of any crime(s), disorderly persons offense involving theft or the receiving of stolen goods, regardless of whether the applicant was a principal, accessory before the fact, after the fact, or a co-conspirator; or any prior municipal ordinance violation(s) by the applicant or any of its principal officers or employees in this or any other jurisdiction. A license may be denied if the applicant fails to demonstrate an ability to satisfactorily comply with the electronic reporting requirements specified in § 5, the retention and inspection requirements of § 6, or any other portion of this chapter. Upon receipt of the recommendation of the Chief of Police, the Municipal Clerk shall issue or deny the license accordingly, contingent upon the receipt of a bond as required by § 8 of this chapter.
- E) Whenever any application for a permit is denied, the applicant shall be entitled to a hearing before a three-person panel appointed by the Chief of Police, at which time the applicant shall be permitted to introduce such evidence as may be deemed relevant to such denial. Any applicant exercising the right to appeal must file a written notice of appeal within ten (10) days of receiving written notice of denial of a license to act as a dealer of secondhand goods.
- F) No license shall be assignable by the dealer.

§ 5 Identification of seller; recordkeeping requirements for dealers

For every reportable transaction between a dealer and the public, the dealer shall be required to do as follows:

- A) Require of each person selling or pawning precious metals or other secondhand goods acceptable identification as defined above in §2
- B) Require each seller to execute a "Declaration of Ownership," which shall contain the following certification: *"My signature confirms that I am the sole legal owner of and am legally authorized to sell the goods being sold. By signing below I certify that I did not obtain and do not possess the identified goods through unlawful means. I am the full age of eighteen years and the identification presented is valid and correct."*
- C) Record and issue to each person selling or pawning such goods on a sequentially numbered receipt:
 - a. the name, address, and telephone number of the purchaser, including the clerk or employee of the licensee making the purchase;
 - b. the name, address, date of birth, and telephone number of the seller or sellers;
 - c. a photographed recording of the seller in a format acceptable to the Chief of Police, along with a physical description of the seller, including height and weight (approximate), hair color, eye color, facial hair, if any, etc.;
 - d. a photographed recording of the seller's presented acceptable identification, as set forth in § 2, in a format acceptable by the Chief of Police;
 - e. a photographed recording of all items sold in a format acceptable by the Chief of Police. When photographing, all items must be positioned in a manner that makes them readily and easily identifiable. Items should not be grouped together when photographing or imaging. Each item should have its own photograph;
 - f. the receipt number;
 - g. a detailed, legible description of the item(s) and the manufacturer and model of the item(s) if known; in the case of jewelry, the descriptions must include style, length, color, design, and stones, if any; any identifying marks, including numbers, dates, sizes, shapes, initials, names, monograms, social security numbers engraved thereon, serial numbers, series numbers, or any other information, which sets apart the particular object from others of like kind;
 - h. the price paid for the purchase or pawn of the item(s);
 - i. if precious metals, the net weight in terms of pounds Troy, pennyweight (Troy) or kilograms/grams; fineness in terms of karats for gold, and sterling or coin for silver, in accordance with N.J.S.A. 51:5-1, N.J.S.A. 51:6-1 et seq.;

j. the time and date of the transaction.

- D) The information outlined in subsection (C) above, must additionally be electronically documented through the use of an electronic database system authorized by the Chief of Police. Installation and training in this software will be made mandatory as of the effective date of this chapter and licensing will be conditional upon compliance with proper use of the system as described herein. These records shall be subject to the inspection of any authorized police officer or any sworn law enforcement officer acting in the performance of their duty as set forth in subsection (F) below. Through the use of applicably required computer equipment, and using the electronic format approved by the Chief of Police, every dealer shall enter all reportable transactions into the electronic database by the end of the close of business on the same date as the purchase or receipt of property for pawn or consignment. The information entered must contain all pertinent information outlined in subsection (C) above.
- E) In the event of a database failure, or dealer's computer equipment malfunction, all transaction information is required to be submitted on paper forms approved by the Chief of Police within twenty-four (24) hours from the date of purchase. In the event that paper forms are used, the dealer is responsible to enter all transaction information set forth in subsection (C) above into the database as soon as possible upon the dealer's equipment being repaired or replaced, or the database coming back into service. Failure by the dealer to properly maintain computer equipment in a reasonable fashion, or failure by the dealer to replace faulty computer equipment, may result in the dealer being cited for a violation of this chapter and subsequently being subject to the penalties for doing so including revocation of the dealer's license as described in § 6.
- F) It shall be the requisite duty of every dealer, and of every person in the dealer's employ, to admit to the premises during business hours any member of the police department to examine any database, book, ledger, or any other record on the premises relating to the reportable transactions of precious metals or other secondhand goods, as well as the articles purchased or received and, where necessary, relinquish custody of those articles as provided in § 6. Itinerant businesses and transient buyers will be responsible for notifying the Chief of Police of the address where these records and articles will be stored.

§6 Retention; revocation; other restrictions

- A) All secondhand goods purchased, received for pawn, or received for consignment as described above, are to be made available for inspection by the Chief of Police or designee thereof at the designated business address for a period of at least seven (7) calendar days from the date the transaction information is actually reported to the Chief of Police in the approved manner described above in § 5 except for precious metals and jewelry, which must be maintained for at least ten (10) business days or for the statutory period provided in N.J.S.A 2C:21-36(d).

All precious metal or other secondhand goods subject to inspection must remain in the same condition as when purchased or received for pawn and shall not be sold, disposed of, changed, modified, or melted by the dealer until the retention period has expired. Itinerant businesses and transient buyers will be responsible for notifying the Chief of Police of the location where the purchased item(s) are being held.

- B) Upon probable cause that goods held by a dealer are stolen, and providing that the seller signed the mandatory statement required by § 5(B) upon the sale of those goods, a law enforcement officer with jurisdiction should charge the seller with theft by deception under N.J.S.A. 2C:20-4 on behalf of the dealer, who shall be considered the "victim" of the offense for the purposes of N.J.S.A. 2C:43-3. The officer shall seize the goods, provide the dealer with a receipt, and issue a criminal complaint against the seller for theft by deception and any other criminal charges for which the officer has probable cause that the seller has committed. If convicted of theft by deception and if so found by an order of a court of valid jurisdiction, the seller will be responsible for providing restitution to the dealer under N.J.S.A. 2C:44-2 for the amount paid by the dealer to the seller for the stolen goods.
- C) In addition to all other reporting requirements, every dealer shall maintain for at least five years, a written record of all purchases of precious metals and other secondhand goods in the form prescribed in § 5(C).
- D) No dealer shall purchase any item covered by this chapter from any person under the age of 18 or in the absence of providing prior notification of such purchase to the Chief of Police or business designee identifying the individual from whom such purchase is to be made and the item to be purchased.
- E) Suspension. The Chief of Police or a designee thereof is hereby empowered to temporarily suspend for cause any dealer's license and rights to operate there under. This penalty shall be in addition to any fines and penalties the dealer may incur pursuant to § 9 of this chapter.
 - i. Grounds for suspension. The following shall constitute grounds for suspension: violation of any provisions of this chapter, including failure to comply with any training or fees associated with the electronic database software system in use by the municipality; violation of any other statute, regulation, or local ordinance; or any other illegal, improper, or fraudulent activity.
 - ii. Procedure for suspension. Upon determination that appropriate grounds exist and that a suspension is warranted, the Chief of Police or a designee thereof shall issue a written notice of suspension of license to the offending dealer and to the Municipal Clerk, which shall set forth the grounds for the suspension and notify the dealer of his or her right to appeal pursuant to subsection (H). A temporary suspension

shall issue immediately, pending the outcome of any appeal taken. Suspended dealers must immediately cease engaging in the business of purchasing for resale, receiving for pawn, and/or selling of precious metals and/or other secondhand goods in the municipality until reinstatement.

- iii. Reinstatement. Suspended dealers may be reinstated only when the grounds leading to the suspension have, in the determination of the Chief of Police or the Chiefs designee, been cured, corrected, or appropriately rectified; or if reinstatement is deemed appropriate by the three-person panel appointed by the Chief of Police, upon the timely filing of an appeal as provided in subsection (H).

F) Revocation. A license issued under this chapter may be revoked by the Municipal Clerk upon written recommendation from the Chief of Police or the Chiefs designee that the dealer is no longer qualified, capable or competent to comply with the requirements of this chapter. This penalty shall be in addition to any fines and penalties the dealer may incur under § 9.

- i. Grounds for revocation. The following shall constitute grounds for revocation: a third violation under this chapter; a second violation under this chapter less than one year after an earlier violation under this chapter; conviction for a criminal offense within this or any jurisdiction; or multiple violations of any other regulations or local ordinances within this or any jurisdiction.
- ii. Procedure for revocation. Upon a determination that appropriate grounds exist and that a revocation is warranted, the Chief of Police or the Chiefs designee shall so report to the Municipal Clerk in writing. A temporary suspension will immediately and automatically issue, if one is not already in effect, pending the outcome of the charge. A three-person panel, appointed by the Chief of Police, shall review the stated grounds for revocation and the panel shall issue an appropriate disposition of either suspension, revocation, or reinstatement. If the panel determines that revocation is the appropriate disposition, it shall set forth the grounds for the same in writing in the form of a notice of revocation, which shall be provided to the dealer. The notice shall advise the dealer of the right to appeal. If the panel determines that suspension is the appropriate disposition, it shall provide the dealer with a notice of suspension that shall advise the dealer of the right to appeal. Following revocation, the dealer must relinquish his or her license and must immediately and indefinitely cease operating as a dealer of precious metals or other secondhand goods within the municipality.

- G) Appeal. Any applicant wishing to appeal an issuance of a suspension or revocation shall be entitled to a hearing before a three-person panel, appointed by the Chief of Police, at which time the applicant shall be permitted to introduce such evidence as may be deemed relevant to such suspension or revocation. Any applicant exercising the right to appeal must file a written notice of appeal within ten (10) days of receiving written notice of revocation or suspension of license.
- H) A dealer shall have the right to change the location of the licensed business within the municipality, provided that he or she notifies the Municipal Clerk, in writing, of the street address of said new location.

§ 7 Bond

Each dealer covered under this chapter shall deliver a bond to the Municipal Clerk executed by the applicant as principal and executed by a surety company authorized to do business under the laws of the State of New Jersey as surety. The bond shall be subject to review and approval by the Municipal Attorney, as defined in N.J.S.A. 40A: 9-139, and shall be in the penal sum of \$10,000, conditioned for the due and proper observance of and compliance with the provisions and requirements of all ordinances of the municipality in force or which may be adopted respecting the conduct of this business and conditioned also that the bond shall be and remain for the benefit of any person or persons who shall have received judgment against the dealer licensed under this chapter, which damage shall be established by a judgment of a court of proper jurisdiction. Said bond shall contain the following language: "The obligation of this bond shall, in addition to the [party municipality], be and remain for the benefit of any person who shall obtain a judgment against obligor as a result of damage sustained in operation pursuant to any license granted under this chapter." Said bond shall be kept for a minimum of one year from the date of issuance of license and must be renewed annually along with the license.

§ 8 Fees; period of license validity

A nonrefundable fee for initial application and license for a pawnbroker or a dealer in precious metals or other secondhand goods, as covered under this chapter, is \$300. The annual renewal fee for a license is \$300. These fees are separate from and in addition to any fees the dealer must pay in relation to the mandatory electronic database system designated by the Chief of Police, as provided by § 5(D) of this chapter. Payments are to be made in the manner directed by the Municipal Clerk. A license is valid for a one-year period from the date of its issuance.

§ 9 Violations and penalties

Violation of any provision of this chapter by any dealer shall, upon conviction thereof, be punished by a fine not in excess of the limitations of N.J.S.A. 40:49-5 or by a term of imprisonment or a period of community service not exceeding ninety (90) days in addition to a suspension or revocation of operating license as provided in § 6(F) and § 6(G) above. Each and every violation shall be considered a separate violation. Each violation shall result in an additional suspension period. Any person who is found guilty of violating the provisions of this

chapter within one year of the date of a previous violation and who was fined for the previous violation may be sentenced by the court to an additional fine as a repeat offender and, in addition, may be subject to revocation proceedings as provided in § 6(G). The additional fine imposed as a repeat offender shall not be less than the minimum or exceed the maximum fine provided herein, and same shall be calculated separately from the fine imposed for the violation of this chapter.

§10 Time limit for conformance; repealer; severability

- A) Any person, partnership, limited liability company, corporation, or other entity engaging in the business of a pawnbroker, or a dealer in precious metals or other secondhand goods shall conform to the provisions of this chapter within ninety (90) days following the effective date of this chapter.
- B) All ordinances or parts of ordinances inconsistent herewith are hereby repealed.
- C) Nothing contained in this chapter is intended to replace any pre-existing statutory requirements governing pawnbrokers, as in N.J.S.A. 45:22-1 et seq., the sale of precious metals as in N.J.S.A. 51:6A-1 et seq., the sale of secondhand jewelry as in N.J.S.A. 2C:21-36 et seq., or any other statutory provision regarding any subject matter discussed herein.
- D) If any section, subsection, sentence, clause, phrase, or portion of this chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: October 10, 2017

DATE PUBLICATION
OF INTRODUCTION: October 13, 2017

ADOPTED: October 24, 2017

DATE OF PUBLICATION
OF ADOPTION:

ORDINANCE NO. 1927-17

VACATING A PORTION OF PERSHING PLACE

WHEREAS, a certain portion of Pershing Place was previously determined to be needed for public and a public right-of-way; and

WHEREAS, a certain portion of Pershing Place on the westerly side of Wilton Avenue is no longer needed for public use; and

WHEREAS, the portion of Pershing Place to be vacated is more particularly described herein; and

WHEREAS, the portion of Pershing Place to be vacated now encumbers part of Lot 1 in Block 269, Lot 1 in Block 270 and Lot 9 in Block 270;

WHEREAS, the owners of the aforesaid lots have requested the Mayor and Council of the Borough of Middlesex to vacate the rights of the public in and to that portion of the public right-of-way aforesaid which cross Lots 1 and 9 in Block 270 and Lot 1 in Block 269;

WHEREAS, the Mayor and Counsel of the Borough of Middlesex have review the request for a vacation of a portion of the public right-of-way aforesaid and have determined that the portion of the public right-of-way which traverses the stated lots is no longer needed for public use and the public rights in and to the aforesaid public right-of-way can be vacated.

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. The Code of the Borough of Middlesex pertaining to the dedication of streets and roads is hereby amended to vacate and abandon the public right-of-way in and to that portion of a certain public right-of-way traversing Lots 1 and 9 in Block 270 and Lot 1 in Block 269 as shown on the tax maps of the Borough of Middlesex.
2. The area of the public right-of-way to be vacated and abandoned is described in accordance with the sketch and metes and bounds description of the same prepared by Victor E. Vinegra, P.E., L.S., New Jersey License 34460, dated June 26, 2017 and more particularly described. A copy of this Sketch and Description are attached hereto and made a part hereof.
3. All rights and privileges presently possessed by public utilities, as defined in N.J.S. 48:2-13 and by any cable television company, as defined in the Cable Television Act, N.J.S. 48:5A-1, et seq., are expressly reserved and excepted from the vacation of that portion of the public right-of-way there are no easements passing over, under or through the portion of Pershing Place so described, all in accordance with N.J.S. 40:67-1b.
4. A notice of Intention to vacate a portion of the public right-of-way aforesaid and to adopt an ordinance to effect such street vacation shall be published in the official newspaper of the Borough of Middlesex and mailed notice given to all persons whose lands would be affected by the passage of such Ordinance, of the time, date and place of public hearing on the consideration of this street vacation ordinance, within the time provided by N.J.S. 40:49-6.
5. This Ordinance shall take affect immediately upon final passage and publication according to law.

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: October 10, 2017

DATE PUBLICATION
OF INTRODUCTION: October 13, 2017

ADOPTED: October 24, 2017

DATE OF PUBLICATION
OF ADOPTION:

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

Resolution No. 244-17

The Tax Collector is hereby authorized to refund/and or credit 2017 taxes for qualified Senior Citizen, Disabled Person & Veteran Deductions:

<u>BLOCK & LOT</u>	<u>NAME & ADDRESS</u>	<u>AMOUNT</u>
100/10	Seip, Bruce E & Patricia J	\$250.00
113/18	Quast, Nancy M & Warner	\$250.00
209/96	Vacca, Vincent & Carol Ann	\$250.00
283/41	Errickson, Kimberly	\$250.00

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 #245-17

The Governing Body hereby approves the Bylaws of the Middlesex Borough Alcohol and Drug Abuse Committee which were amended at the October 4, 2017 Middlesex Municipal Alliance Meeting.

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 #246-17

**APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE MA-2018-2018
BOUND BROOK ROAD STREETScape PROJECT**

NOW, THEREFORE, BE IT RESOLVED that Council of Middlesex formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as 00548 to the New Jersey Department of Transportation on behalf of Middlesex Borough.

BE IT FURTHER RESOLVED that Mayor and Council are hereby authorized to sign the grant agreement on behalf of Middlesex Borough and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

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 #247-17

**APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2018 ROAD
IMPROVEMENTS – HAZELWOOD AVENUE PROJECT**

NOW, THEREFORE, BE IT RESOLVED that Council of Middlesex formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as ma-2018-2018 Road Improvements to the New Jersey Department of Transportation on behalf of Middlesex Borough.

BE IT FURTHER RESOLVED that Mayor and Council are hereby authorized to sign the grant agreement on behalf of Middlesex Borough and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

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 #248-17

The Governing Body hereby approves Jeffrey Smith, Esq. of the firm Bob Smith & Associates LLC, 216-B1 Stelton Road, Piscataway, NJ as an Alternate Prosecutor for the year 2017.

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 #249-17

WHEREAS, N.J.S.A. 40A:5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2016 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the Governing Body, and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the Governing Body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

WHEREAS, the members of the Governing Body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations", as evidenced by the group affidavit form of the Governing Body, and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the Local Governing Body to the penalty provisions of R.S. 52:27BB-52-to wit:

R.S. 52:27BB-52 – A local officer or member of a Local Governing Body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisonment for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Middlesex, hereby states that it has complied with N.J.A.C. 5:30-6.5 and

does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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

CLERK OF THE BOROUGH OF MIDDLESEX, NJ

does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

Be it resolved, by the Mayor and Council of the Borough of Middlesex, New Jersey that: **Resolution #250-17**

The Governing Body hereby authorizes the Borough Administrator to execute an Electricity Supply Agreement with Constellation NewEnergy, Inc., Houston, Texas effective October 13, 2017 – October 13, 2020.

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 # 251-17

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

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

BYLAWS OF THE MIDDLESEX BOROUGH ALCOHOL AND DRUG ABUSE COMMITTEE

ARTICLE I – NAME

The name of this organization shall be the Middlesex Borough Municipal Alliance Committee.

ARTICLE II – AUTHORIZATION

As authorized by the Governing Body of the Borough of Middlesex through a resolution, this group shall serve as the Alliance of the above said municipality in accord with P.L. 1989, C.51.

ARTICLE III – PURPOSE

In accord with the above authorization, the purpose of the Alliance is:

- a. Organize and coordinate efforts involving school, law enforcement, business and community groups for purpose of reducing alcoholism, drug abuse and crime.
- b. Develop comprehensive alcoholism and drug abuse education, outreach and support efforts for parents.
- c. Develop a comprehensive alcoholism and drug abuse community awareness program.

ARTICLE IV – MEMBERSHIP

Membership of the Municipal Alliance Committee shall be appointed by the Mayor and Council, and shall include but not necessarily be limited to representatives of the following groups:

- a. Mayor and/or governing body
- b. Chief of Police (or designee) and other law enforcement agencies
- c. School district administrative staff and/or school board member
- d. Youth Representatives
- e. Student Assistance Coordinator or other student support services staff member
- f. Representative of Parent-Teacher Association or Home School Association
- g. Parents and/or Guardians
- h. Representatives of local Faith Based Organizations

- i. Individuals who have been affected by alcoholism or drug abuse, including have been affected by their own or family members abuse or addictions
- j. Private citizens with interest in issues concerning alcohol, or drug abuse, addiction and juvenile delinquency
- k. Representatives of local civic or volunteer groups
- l. Representative from Youth Services Organizations
- m. Representative of the Chamber of Commerce or local business
- n. Older Adult Representatives
- o. Health and Human Services agencies/professionals; especially health care professionals including pharmacists, physicians or therapists
- p. Representatives of public and private organizations involved in the prevention and treatment of alcoholism and drug abuse and/or the regional coalition
- q. Representatives of the local communications media or public relations

ARTICLE V – FUNCTIONS

The functions of the Municipal Alliance Committee shall be:

- a. To create a network of community leaders, private citizens, and representatives from public and private human service agencies who are dedicated to promoting and supporting alcohol and other drug and crime prevention and education programs.
- b. To conduct an assessment of community wide needs pertaining to alcohol and other drug abuse issues.
- c. To identify existing efforts and services acting to reduce alcohol and other drug abuse.
- d. To assist in the development of programs at the Municipal level that accomplishes the purpose of the Alliance effort.
- e. To assist the Municipality in acquiring funds for Alliance programs.
- f. To cooperate with the Governor's Council on Alcoholism and Drug Abuse, as well as the County Alliance Committee to provide data, reports, or other information that may be needed to assist in the Alliance effort.

ARTICLE VI – MEETINGS

Meetings shall be held as the schedule is adopted as the last meeting of the calendar year, each year, which will include the time and place of the meeting.

ARTICLE VII – FUNDING

The Alliance shall develop a comprehensive plan to provide matching funds at least equivalent to the amount of monies received from DEDR funds. These matching funds shall be a minimum of 25% Cash and 75% In-Kind. All decisions of the MACADA involving the use and expenditure of funds require a vote of a simple majority of members of the Alliance.

ARTICLE VIII – VOTING PROCEDURES AND ADOPTION

All decisions require a quorum to be present; a quorum being defined herein as at least one third (1/3); 8 members, of the appointment membership. Each appointed member of the Alliance shall have one (1) vote.

ARTICLE IX – CONFLICT OF INTEREST

A conflict of interest may exist if a MAC member can reasonably expect that his or her conduct will directly result in a financial benefit to him or herself, his or her family members, his or her business associates, his or her employers, or to businesses that the member represents. In situations where a conflict of interest may exist, the MAC members must recuse him or herself. All Municipal Alliance Committee must have their members sign conflict of interest statements annually to be made available for review by the county and/or GCADA.

Recusal means that the individual is not participating in deliberations or debates, making recommendations, giving advice, considering findings, voting or in any other way assuming responsibility for or participating in any aspect of the decision making regarding the matter, where there are potential conflicts of interest.

Consultants or providers who are directly or indirectly involved in providing prevention services to the Municipal Alliance are subject to the recusal requirement.

ARTICLE X – AMENDMENT

All proposed amendments or proposed changes to the Bylaws shall be presented to the Alliance one (1) month prior to the formal voting meeting. All decisions on amendments or changes to the missing statement requires a majority vote of the attending voting membership.

The Bylaws was duly adopted with a majority vote and with the issuance of Borough Ordinance #1187, dated March 13, 1990 and by Borough Resolution dated March 13, 1990.

Corrections were made on October 4, 2017 at the monthly meeting of the Middlesex Municipal Alliance and will be presented to Borough Council for a resolution.

Law Offices of
BOB SMITH & ASSOCIATES LLC
Attorneys at Law
216-B1 Stelton Road
Piscataway, New Jersey 08854
Telephone: (732) 752-3100 • Facsimile: (732) 752-7997



Bob Smith

bsmith@bobsmithandassociates.com

Jeremy M. Solomon

jsolomon@bobsmithandassociates.com

Aravind Aithal

aaithal@bobsmithandassociates.com

Tim Arch

tarch@bobsmithandassociates.com

Of Counsel
Melissa Tong
Michelle D. Welsh

September 29, 2017

Kathleen Anello, RMC
Borough Clerk
1200 Mountain Ave.
Middlesex, NJ 08846

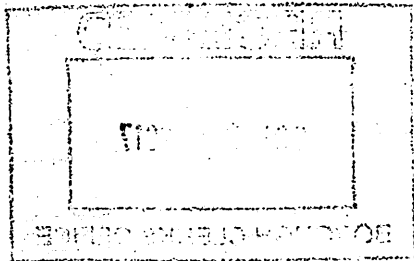
Re: Municipal Prosecutor

Dear Ms. Anello:

Please add the name of Jeffrey Smith, Esquire, to the list of Alternate Prosecutors from the firm of Bob Smith & Associates.

Very truly yours,

Jeremy Solomon



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**Third Party Supplier Contract Summary for Middlesex Borough of
Accounts and Addresses listed below in Account Schedule**

Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier.	Constellation NewEnergy, Inc. (BPU license # ESL-0016) will be responsible for supply of your electricity. You can call us at our toll-free number 1-877-997-9995 between 8:00 AM and 8:00 PM eastern prevailing time (not including weekends or holidays) or email us at customercare@constellation.com . www.constellation.com Constellation NewEnergy, Inc. 900A Lake Street Suite 2 Ramsey, NJ 07446
Price Structure	Your pricing structure is a Flexible Index Solution. Your costs associated with the generation of your electricity supply, plus any charges you elected to pass through as set forth in the Cost Components section below may change monthly unless you otherwise lock them as allowed under the agreement. After the initial term, we may convert your Accounts to a monthly holdover term. The holdover term is calculated based on the Day Ahead Locational Based Marginal Price for the zone in which your account is located as published by the PJM Interconnection, plus a fixed adder, plus other costs as further described in your Agreement. Your contract price includes New Jersey Sales and Use Tax.
Generation/supply Price	.05887\$/kWh during the initial term;
Statement Regarding Savings:	During the term of your contract, the price may be higher or lower than the EDC's price-to-compare, which changes over time based upon your EDC's procurement structure. Therefore <u>savings are not guaranteed</u> .
Amount of time required to change from Constellation back to default service or another TPS.	Upon your termination of this contract, we will return you to being supplied by your local utility or alternate supplier at your next available meter read date. You will continue to remain responsible for payment for electricity and related costs and charges incurred under this contract through such meter read date.
Incentives	
Right to Cancel/Rescind	You will receive a notice from your utility confirming your selection of Constellation as your supplier. You may not rescind this Agreement.
Contract Start Date	We will begin supplying electricity to your account on the next applicable meter read date after the utility process your enrollment.
Contract Term/Length	36 Months
Cancellation/Early Termination Fees	If you terminate this Agreement you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount Constellation would be able to resell such related services. You will also be liable for all past due amounts as well as any costs incurred by Constellation in connection with collecting any such amounts.
Renewal Terms	At the end of the Term of this Agreement, if you do not affirmatively consent to new terms, we shall either return you to being served by your utility or continue to serve you on a month-to-month holdover term.
Distribution Company Information	Your local utility is responsible for the actual delivery of electricity to your business. In cases of emergencies relating to your service, such as a power outage, please call your local utility Public Service Electric & Gas 1-800-880-7734 www.pseg.com ; Atlantic City Electric Company 1-800-833-7476 www.atlanticcityelectric.com ; Jersey Central Power & Light 1-888-544-4877 www.firstenergycorp.com

FOR INTERNAL USE ONLY

**Constellation NewEnergy, Inc.
New Jersey Electricity Supply Agreement**

NJ License # ESL-0016

MIDDLESEX BOROUGH OF ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under the Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under the Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO residual zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices.

Affirmative Consent. You expressly acknowledge and agree that by executing this Agreement, you are providing "affirmative authorization" and "affirmative consent" as may be required by Sections 14.4-7.6(L) and 14.4-7.12 of the New Jersey Administrative Code for price variability pursuant to Section 5 of the General Terms and Conditions below.

Cost Components. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions. If a cost component below is listed as "Included in Price" then such cost(s) are included in the contract price(s) in the Account Schedule below and are only subject to change if there is a change in law as described in Section 5 of the General Terms and Conditions below.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Included in Price
Auction Revenue Rights Credits	Included in Price
Capacity Costs	Included in Price
Transmission Costs	Price Adjustment
Transmission Loss Credits	Included in Price
Line Loss Costs	Passed Through
FERC Order 745 Costs	Included in Price
Balancing Congestion Costs	Included in Price

The contract prices contained in the Account Schedule include credit costs and margin and applicable New Jersey Sales and Use Taxes at the levels required by currently applicable law as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs will be passed through to you. Except in the case of Transmission Costs, all other costs listed above as "Included in Price" may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

FOR INTERNAL USE ONLY

Stating "Transmission Costs" as "Price Adjustment" means that we have included these costs in your contract price at current prices and quantities but that we will pass through any future incremental changes in your Transmission Costs, upward or downward based on changes in prices.

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) converting your Energy Costs to a prescribed percentage of your load volume and associated line loss; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.005611 (inclusive of New Jersey Sales and Use Tax)/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less.

Certain Warranties. You warrant and represent that for Account(s) located in the State of New Jersey that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Environmental Disclosure Information. Our electricity supply may be purchased from any number of sources. We are not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of our electricity products is included as Exhibit A attached hereto and incorporated herein by reference, will be provided to you periodically with your invoices, is available upon request and will be updated periodically.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

FOR INTERNAL USE ONLY

Consumer Protections. Additional information may be obtained by contacting the New Jersey Board of Public Utilities Division of Customer Assistance (9:00 a.m. to 4:00 p.m.), in state at 800-624-0241 and out of state at 609-341-9188. This Agreement will also be subject to all applicable consumer protection laws of the United States and the State of New Jersey, to the extent allowed by applicable law.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Public Service Electric & Gas	PSEG	1-800-350-7734

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

FOR INTERNAL USE ONLY

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Middlesex Borough of

Signature: _____

Signature: _____

Printed Name:

Printed Name: Brandon Gudberg

Title:

Title:

Date: _____

Address: 1221 Lamar St. Suite 750
Houston, TX 77010
Attn: Contracts Administration

Address: 1200 MOUNTAIN AVE
MIDDLESEX, NJ 088462037

Fax: 888-829-8738

Fax:

Phone: 888-635-0827

Phone: 7323567400ex264

Email:

FOR INTERNAL USE ONLY

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

Sales Rep: Nicole Hill 174796.298393.0 Printed: 9/5/2017

Middlesex Public Schools

Department of Special Services

Middlesex High School

Middlesex, New Jersey 08846

732-317-6000 Ext. 20102

Job Coaching Work Site Agreement

Agreement made with: Middlesex Department of Public Works

Students are covered under the liability insurance carried by the Middlesex Public School District.

Students will be provided with supervision at the job site at all times (to be provided by an employee of the Middlesex Public School District).

Emergency information will be present at the job site (to be carried by the job coach, SLE supervisor or other staff member in attendance during job coaching sessions)

The Middlesex Public School District is responsible for transporting students to/from the job site.

Job site is aware that there is a student who will require a Nurse (or appropriately trained designee as agreed upon by the school district and the student's parent) to accompany him to the job site (unless the student becomes fully independent as decided by the job site) and that this Nurse/designee will be provided by the Middlesex Public School District. The Nurse will have access to the student's care plan, doctor's orders and nurse's notes. The doctor's orders will indicate any restrictions on the student's physical activities (e.g., limits of exercise or other physical activity). Both the Job Coach and the Nurse/designee will be responsible for enforcing these doctor's orders.

Students will be responsible for the following tasks while at the job site:

- Cleaning mirrors in park restrooms
- Watering flowers, as well as weeding
- Decorating the gazebo for the different seasons
- Patrolling school and park grounds for litter

At the discretion of the job site manager students may perform additional tasks, to be discussed between the job site manager and the student's job coach, based on student's skill levels and the needs of the job site.

Depending on the specific job being performed, the DPW can accommodate between 1-2 or all students at a time, along with their job coach and/or other support staff from Middlesex High School.

Schedule for students to complete vocational tasks at job site:
1 hour per day, 1-2 days per week

Protocol for cancellation of job coaching on a given day:

If the job site is unable to host students on a day they are regularly scheduled to be at the job site, Mr. Jim Iannetti or his designee will contact the school district staff from Project ACT:

TEACHER, Dana Mutek or JOB COACH, Blaze Iannetti. If they are not available, Mr. Santa will then attempt to contact the School Psychologist/Transition Specialist at (732) 317-6000, ext. 20110. If is not reached, a call should be placed to the Special Services Office at Middlesex High School at (732) 317-6000, extension 20102.

Contact information to be utilized as needed or in case of emergency:

School staff members:

Job Coach, Blaze Iannetti, 18-21 Year-Old Program
Phone: (732) 317-6000, ext. 21623
Email: iannettib@middlesex.k12.nj.us

Dana Mutek
Classroom Teacher, 18-21 Year-Old Program
Phone: (732) 317-6000, ext. 21623
Cell: (908)655-8613
Email: mutekd@middlesex.k12.nj.us

Special Services Office at Middlesex High School
Phone: (732) 317-6000, ext. 20102

Sana Mutek
Authorized School District Representative
(Printed Name followed by Signature)

9/28/17
Date

Authorized Job Site Representative
(Printed Name followed by Signature)

Date

Client#: 148010

MIDDBOR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IZ - Centric 100 South Street Providence, NJ 07974	CONTACT NAME: Lee Nestel PHONE (A/C, No, Ext): 908-738-2010 E-MAIL: lnestel@cbiz.com ADDRESS:	FAX (A/C, No): 908-665-2638
INSURED Middlesex Borough Board of Education H.S. Annex 300 Kennedy Drive Middlesex, NJ 08846	INSURER(S) AFFORDING COVERAGE INSURER A: NJSIG INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

VERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																																																																										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance for Middlesex High School Project Act Program.

CERTIFICATE HOLDER

Middlesex Borough
1200 Mountain Ave.
Middlesex, NJ 08846

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CBIZ Insurance Services, Inc.

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