

**BOROUGH OF MIDDLESEX
REGULAR MEETING
AGENDA
OCTOBER 10, 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. 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**
8. **PUBLIC HEARING & FINAL ADOPTION**
9. **ADOPTION OF MINUTES**
 1. Approval of the September 19, 2017 Regular & Executive Meeting Minutes
10. **REPORTS**

Mayor's Report
 1. 2018 DOT Grant Application
 2. Passing of Fire Chief Jim Rinker
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
 - A. August Fire Department Report
 - B. Accepting the resignation of Ryan Shepherd from the Middlesex Fire Department
4. Public Works/Buildings & Grounds/Recycling
5. Police/Legal/Code Enforcement/Construction/Municipal Court
6. Administration/Department of Senior Services/Legislation/Licensing/Board of Health
 - A. Rabies Clinic

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 #225-17 Authorizing the execution of an addendum to the 1994 Cooperation Agreements between the County of Middlesex and the Borough of Middlesex for the utilization of Community Development Block Grant funds and HOME Investment Partnership funds.
2. Resolution #226-17 The Tax Collector is authorized to redeem Tax Sale Certificate #16-00008 in the amount of \$1822.24 and Tax Sale Premium in the amount of \$3500.00 on Block 34, Lot 14 for 328 High Street.
3. Resolution #227-17 The Tax Collector is authorized to redeem Tax Sale Certificate #16-00026 in the amount of \$321.49 and Tax Sale Premium in the amount of \$900.00 on Block 237, Lot 29 for 181 First Street.
4. Resolution #228-17 The Tax Collector is authorized to redeem Tax Sale Certificate #16-00012 in the amount of \$1469.63 and Tax Sale Premium in the amount of \$1400.00 on Block 81, Lot 16 for 11 Dunlap Place.

5. Resolution #229-17 The Tax Collector is authorized to redeem Tax Sale Certificate #16-00019 in the amount of \$349.60 and Tax Sale Premium in the amount of \$400.00 on Block 124, Lot 7 for 121 Chestnut Street.
6. Resolution #230-17 The Tax Collector is authorized to cancel the Tax Sale Certificate for Block 260, Lot 3 in the amount of \$48,499.25.
7. Resolution #231-17 The Tax Collector is authorized to refund payments on the 2015 Sewer accounts for Block 112, Lot 6 in the amount of \$608.04, as these payments have been waived by the Appeal Committee.
8. Resolution #232-17 The Tax Collector is authorized to redeem Tax Sale Certificate #16-00028 in the amount of \$147.56 on Block 256, Lot 12 for 312 Bound Brook Road.
9. Resolution #233-17 Awarding the bid for the George Avenue Drainage to Montana Construction, Inc. in the amount of \$467,734.00.
10. Resolution #234-17 The Governing Body hereby approves adding Special Items of Revenue into the 2017 Municipal Budget in the amount of \$20,965.00 for the Municipal Alliance Grant Program.
11. Resolution #235-17 The Governing Body hereby approves adding Special Items of Revenue into the 2017 Municipal Budget in the amount of \$2,000.00 for the Middlesex County Office of Aging Information & Assistance Grant Program.
12. Resolution #236-17 The Governing Body hereby approves adding Special Items of Revenue into the 2017 Municipal Budget in the amount of \$64.34 for the Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund.
13. Resolution #237-17 The Governing Body hereby approves adding Special Items of Revenue into the 2017 Municipal Budget in the amount of \$2,635.00 for the Motor Vehicle Inspection Fines.
14. Resolution #238-17 The Governing Body hereby approves adding Special Items of Revenue into the 2017 Municipal Budget in the amount of \$3,821.85 for the Motor Vehicle Drunk Driving Enforcement Fund.
15. Resolution #239-17 The Governing Body hereby approves adding Special Items of Revenue into the 2017 Municipal Budget in the amount of \$2,990.70 for the State Body Armor Replacement Grant Program.
16. Resolution #240-17 The Tax Collector is authorized to redeem Tax Sale Certificate #16-00023 in the amount of \$551.19 and Tax Sale Premium in the amount of \$1200.00 on Block 229, Lot 37.02 for 660 Bound Brook Road.
17. Resolution #241-17 Authorizing the Mayor to execute the Jobs4Blue Professional Service Agreement for use of a secondary service for off duty employment process.
18. Resolution #242-17 Authorizing the Governing Body to cancel the Contract with Black Rock Enterprises for the 2015 NJDOT Road Improvements for the South Avenue Project

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 #243-17 Pay All Claims
15. **AGENDA WORKSHOP ITEM**
 1. Energy Cost Savings Proposal
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 October 24, 2017.

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

§10 Time limit for conformance; repealer; severability

- ATTEST:**

Ronald J. DiMura, Mayor

DATE PUBLICATION
OF INTRODUCTION:

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:

ADOPTED:

DATE OF PUBLICATION
OF ADOPTION:

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

Resolution No. 225-17

RESOLUTION OF THE BOROUGH OF MIDDLESEX, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE 1994 COOPERATION AGREEMENTS BETWEEN THE COUNTY OF MIDDLESEX AND THE BOROUGH OF MIDDLESEX

WHEREAS, the County of Middlesex and the Borough of Middlesex entered into Cooperation Agreements for federal fiscal years 1994, 1995 and 1996 to provide a means of conducting certain community development activities utilizing Community Development Block Grant ("CDBG") funds and HOME Investment Partnerships funds from the U.S. Department of Housing and Urban Development; and

WHEREAS, the Cooperation Agreements are renewed every three years, with the most recent renewal covering federal fiscal years 2015, 2016 and 2017; and

WHEREAS, said Cooperation Agreements are up for renewal for years 2018, 2019 and 2020; and

WHEREAS, it has been determined that the Cooperation Agreements must be amended to include a provision required in the Transportation, Housing and Urban Development and Related Agencies Appropriations Act of 2014; and

WHEREAS, the County of Middlesex has requested that the Borough of Middlesex execute an addendum to the 1994 Cooperation Agreements that includes such a provision, which execution must be authorized by resolution; and

WHEREAS, the Borough of Middlesex desires to execute an addendum to the 1994 Cooperation Agreements.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Borough of Middlesex, County of Middlesex, State of New Jersey, as follows:

1. That the governing body is hereby authorized to enter into an Addendum to the 1995 Cooperation Agreements with the County of Middlesex for the utilization of Community Development Block Grant ("CDBG") funds and HOME Investment Partnerships funds from the U.S. Department of Housing and Urban Development for federal fiscal years 2018, 2019 and 2020.

2. That the Mayor is hereby authorized to execute and the Borough Clerk to attest to the Addendum, and any other documents necessary to effectuate the terms of this resolution. Said Addendum shall be in a form acceptable to the Borough Attorney and in a form substantially the same as the attached Schedule A.

3. That this resolution shall become effective immediately.

4. That a copy of the Addendum referenced herein shall be kept on file and made available for public inspection at the Borough Clerk's Office during normal business hours.

5. That a certified copy of this resolution, together with a copy of the Addendum to the Agreements, shall be forwarded to the County of Middlesex Board of Chosen Freeholders, and to Paul Buckley, Division Head, County of Middlesex Public Housing Agency, Division of Housing, Community Development and Social Services.

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 #226-17**

The Tax Collector is hereby authorized to issue a check in the amount of \$1822.24 to redeem Tax Sale Certificate #16-00008 and a check in the amount of \$3500.00 for a Tax Sale Premium, Block 34 Lot 14, 328 High Street. Check is made payable to:

TWR as Cust for Ebury Fund 1NJ
PO Box 37695
Baltimore, MD 21297-3695

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 #227-17**

The Tax Collector is hereby authorized to issue a check in the amount of \$321.49 to redeem Tax Sale Certificate #16-00026 and a check in the amount of \$900.00 for a Tax Sale Premium, Block 237 Lot 29, 181 First St. Check is made payable to:

TWR as Cust for Ebury Fund 1NJ
PO Box 37695
Baltimore, MD 21297-3695

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 #228-17

The Tax Collector is hereby authorized to issue a check in the amount of \$1469.63 to redeem Tax Sale Certificate #16-00012 and a check in the amount of \$1400.00 for a Tax Sale Premium, Block 81 Lot 16, 11 Dunlap Place. Check is made payable to:

TWR as Cust for Ebury Fund 1NJ
PO Box 37695
Baltimore, MD 21297-3695

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 #229-17

The Tax Collector is hereby authorized to issue a check in the amount of \$349.60 to redeem Tax Sale Certificate #16-00019 and a check in the amount of \$400.00 for a Tax Sale Premium, Block 124 Lot 7, 121 Chestnut Street. Check is made payable to:

TWR as Cust for Ebury Fund 1NJ
PO Box 37695
Baltimore, MD 21297-3695

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 #230-17

The Tax Collector is hereby authorized to cancel the following municipally held Tax Sale Certificate which has been redeemed.

BLOCK/LOT	NAME/ADDRESS	AMOUNT	TTL NUMBER
260/3	White, Rod L. ET AL	\$48,499.25	2002-1642

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 #231-17**

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>
112	6	\$608.04

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 #232-17

The Tax Collector is hereby authorized to issue a check in the amount of \$147.56 to redeem Tax Sale Certificate #16-00028, Block 256 Lot 12, 312 Bound Brook Road. Check is made payable to:

US Bank Cust for Pro Cap 4 & Crdts
US Bank Global Corp Trst Services
50 South 16th St – Ste 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

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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 #233-17**

WHEREAS, one bid was received on July 25, 2017 for the George Avenue Drainage Project; and

WHEREAS, Montana Construction Inc. of Lodi, New Jersey submitted a base bid for \$467,734.00.

WHEREAS, the Borough Engineer recommends that Montana Construction Inc. of Lodi, New Jersey, be awarded this contract for the amounts listed above.

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

1. At the recommendation of the Borough Engineer, the Mayor and Council hereby award the bid for the George Avenue Drainage Project to Montana Construction Inc. of Lodi, New Jersey in the total amount of \$467,734.00.
2. This resolution shall take effect immediately.

NOW FURTHER BE IT RESOLVED, that the Treasurer hereby certifies funds in the amount of \$467,734.00 are available in Account No. C-04-17-907-000-050.

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 #234-17

SPECIAL ITEMS OF REVENUE AND APPROPRIATION

WHEREAS, N.J.S.A. 40A:87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such items shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Middlesex, County of Middlesex, hereby requests that the Director of Local Government Services approve the insertion of an item of revenue in the budget of the year 2017 in the sum of \$20,965.00, which item is now available as a revenue from the Municipal Alliance Grant Program in the amount of \$20,965.00;

BE IT FURTHER RESOLVED that the like sum of \$20,965.00 is hereby appropriated under the caption of "Municipal Alliance Grant Program"; and

BE IT FURTHER RESOLVED that the above is a result of a State Grant of \$20,965.00 from the Municipal Alliance Grant Program.

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 #235-17

SPECIAL ITEMS OF REVENUE AND APPROPRIATION

WHEREAS, N.J.S.A. 40A:87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such items shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Middlesex, County of Middlesex, hereby requests that the Director of Local Government Services approve the insertion of an item of revenue in the budget of the year 2017 in the sum of \$2,000.00, which item is now available as a revenue from the Middlesex County Office of Aging Information & Assistance Grant in the amount of \$2,000.00;

BE IT FURTHER RESOLVED that the like sum of \$2,000.00 is hereby appropriated under the caption of "Middlesex County Office of Aging Information & Assistance Grant"; and

BE IT FURTHER RESOLVED that the above is a result of a County Grant of \$2,000.00 from the Middlesex County Office of Aging Information & Assistance Grant.

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 #236-17

SPECIAL ITEMS OF REVENUE AND APPROPRIATION

WHEREAS, N.J.S.A. 40A:87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such items shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Middlesex, County of Middlesex, hereby requests that the Director of Local Government Services approve the insertion of an item of revenue in the budget of the year 2017 in the sum of \$64.34, which item is now available as a revenue from the Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund in the amount of \$64.34;

BE IT FURTHER RESOLVED that the like sum of \$64.34 is hereby appropriated under the caption of "Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund"; and

BE IT FURTHER RESOLVED that the above is a result of a State Grant of \$64.34 from the Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund.

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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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 #237-17

SPECIAL ITEMS OF REVENUE AND APPROPRIATION

WHEREAS, N.J.S.A. 40A:87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such items shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Middlesex, County of Middlesex, hereby requests that the Director of Local Government Services approve the insertion of an item of revenue in the budget of the year 2017 in the sum of \$2,635.00, which item is now available as a revenue from the Motor Vehicle Inspection Fines in the amount of \$2,635.00;

BE IT FURTHER RESOLVED that the like sum of \$2,635.00 is hereby appropriated under the caption of "Motor Vehicle Inspection Fines"; and

BE IT FURTHER RESOLVED that the above is a result of a State Grant of \$2,635.00 from the Motor Vehicle Inspection Fines.

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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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 #238-17

SPECIAL ITEMS OF REVENUE AND APPROPRIATION

WHEREAS, N.J.S.A. 40A:87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such items shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Middlesex, County of Middlesex, hereby requests that the Director of Local Government Services approve the insertion of an item of revenue in the budget of the year 2017 in the sum of \$3,821.85, which item is now available as a revenue from the Motor Vehicle Drunk Driving Enforcement Fund in the amount of \$3,821.85;

BE IT FURTHER RESOLVED that the like sum of \$3,821.85 is hereby appropriated under the caption of "Motor Vehicle Drunk Driving Enforcement Fund"; and

BE IT FURTHER RESOLVED that the above is a result of a State Grant of \$3,821.85 from the Motor Vehicle Drunk Driving Enforcement Fund.

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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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 #239-17

SPECIAL ITEMS OF REVENUE AND APPROPRIATION

WHEREAS, N.J.S.A. 40A:87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such items shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Middlesex, County of Middlesex, hereby requests that the Director of Local Government Services approve the insertion of an item of revenue in the budget of the year 2017 in the sum of \$2,990.70, which item is now available as a revenue from the State Body Armor Replacement Grant Program in the amount of \$2,990.70;

BE IT FURTHER RESOLVED that the like sum of \$2,990.70 is hereby appropriated under the caption of "State Body Armor Replacement Grant Program"; and

BE IT FURTHER RESOLVED that the above is a result of a State Grant of \$2,990.70 from the State Body Armor Replacement Grant Program.

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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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 #240-17

The Tax Collector is hereby authorized to issue a check in the amount of \$551.19 to redeem Tax Sale Certificate #16-00023 and a check in the amount of \$1200.00 for a Tax Sale Premium. Block 229 Lot 37.02, 660 Bound Brook Road Check is made payable to:

Trystone Capital Assets, LLC
PO Box 1030
Brick, NJ 08723

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

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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 #241-17

The governing body hereby approves the Mayor execute the Professional Services Agreement with Jobs4Blue to provide Off Duty Police Administrative Services in accordance with the term of this agreement.

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 #242-17

WHEREAS, the Borough awarded the bid for the 2015 NJDOT Road Improvements for South Avenue to Black Rock Enterprises in the amount of \$2,025,701.58 on July 19, 2016; and

WHEREAS, NJDOT received a request to cancel the South Avenue Contract, included in the Borough's 2015 State Aid Grant, to allow for the eventual rebid of the remaining work (i.e., when utility issues have been addressed).

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Middlesex, County of Middlesex, State of New Jersey that the Governing Body hereby cancels the contract with Black Rock Enterprises for the 2015 NJDOT Road Improvements for the South Avenue Project.

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 # 243-17

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.

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

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, CME, CPWM, CFP
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, NBS
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 Jocama 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

July 26, 2017

Mayor Ronald DiMura
Borough of Middlesex
1200 Mountain Avenue
Middlesex, New Jersey 08846

**Re: George Avenue Drainage
Recommendation of Award
Our File: 1210T027**

Dear Mayor DiMura:

On July 25, 2017, the Borough of Middlesex received one bid for the above referenced project. A bid tabulation is enclosed for your review. The below bid was reviewed by our office.

Our review of the bid indicates that the submitted bid proposal total was mathematically correct. The bid is as follows:

Contractor

1. Montana Construction Inc. Base Bid: \$ 467,734.00
Lodi, NJ

The submitted bid proposal contains all the required documentation, properly executed in accordance with the requirements of the bid specifications.

We are familiar with the work of Montana Construction Inc. and deem their work satisfactory. The contractor is not listed on the State of New Jersey list of debarred contractors.

Assuming there are sufficient funds to cover the Base Bid. Therefore, we recommend the contract for the Base Bid be awarded to Montana Construction Inc. in the total bid amount of \$467,734.00, contingent upon the Borough Solicitor's review and funds being available for the project.



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We are transmitting a copy of the bid to the Solicitor for review under separate cover.

Should you have any questions regarding these bid results, please contact our Old Bridge office at (732) 955-8000.

Sincerely,
REMINGTON, VERNICK & VENA ENGINEERS



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

TMV/tg

Enclosure (1)

cc: Kathleen Anello, Clerk, w/enc.
Aravind Aithal, Esq., Borough Solicitor w/enc.
Jeff Fedorchak, PE, w/enc.
George Allan, Construction PM, w/enc.



Professional Services Agreement

Jobs4Blue offers Professional Services ("Services") under the following terms and conditions ("Agreement"). This Professional Services agreement is entered into as of _____ day of 201____ (the Effective Date) between Jobs4Blue (hereinafter referred to as the Company) and _____ (hereinafter referred to as the Customer). By placing an order for Services, Customer and all outside vendors otherwise referred to as the Customer's vendors agrees to be bound by the Agreement.

Services are governed exclusively by the terms of this Agreement. Subject to the terms and conditions hereof, the Customer hereby engages and appoints the Company to administrate the Customer's off duty services program. Therefore, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **Term** – The term of this engagement shall commence on the Effective Date and continue unless terminated by either party. Either party may terminate this agreement upon thirty (30) days' prior written notice to the other party. If the Company should breach a material obligation under this Agreement, the Customer shall give the Company written notice of such breach and provide the Company with the opportunity to remedy any such breach within thirty (30) days of such notice. Failure to remedy any such breach within this time period will constitute sufficient grounds for termination without any further notice. Material obligations shall include, but are not limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance of Company's obligations under this Agreement; any breach of Company's representations and warranties; or termination or lapse of any insurance coverage or policy obligations.
2. **Entire Agreement** – This Agreement, including any exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and

contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered. Any additions, deletions or modifications shall not be binding on either party unless accepted or approved in writing by duly authorized representatives of both parties.

3. Services – Customer engages Company to administrate the Customer's off duty program to include:

3.1 Engagement with representatives, organizations and institutions desiring off duty assistance via phone, website, and email. The exchange of information includes, but is not limited to; discussions regarding program rules and rates, account setup in accordance with customer rules and scheduling expectations, method in which off duty detail requests are received and processed and any and all other pertinent information required for engagement success.

3.2 Management of off duty payment processing in conjunction with Customer existing payroll system if desired. Company will provide payroll files, reports and payments to Customer on a cadence consistent with Customer's existing payroll process.

3.3 Invoicing of Customer and follow up of all Collection activities as necessary to ensure an effective payment processing system.

3.4 Accept Customer credit risk and finance, at sole cost to Company, all financing float costs associated with invoicing process to Customer.

4. Payment and Invoicing Terms- The Customer's vendor agrees to pay the Company for Off Duty Administrative Services completed in accordance with the terms of this Agreement. In consideration for the rendering of administrative off duty services, the Company shall charge the Customer's Vendor(s) an administration fee of six (6) %. The administration fee will be applied to any off duty revenue including officer pay, cruiser fees, K9 fees, flare fees, vehicle fees, etc.

5. Service Benchmarks – Company will provide and administer off duty services in accordance with professionally accepted industry standards.

5.1 Company shall have the ability to engage with Customer and Customer's personnel to the extent required with respect to the fulfillment of services covered under this Agreement.

5.2 If necessary for Company to have access (either on-site or remotely) to Customer's network or computer systems to perform such Services, Customer shall limit its use to those computer systems, files, software or services reasonably required to perform the Services.

5.3 Company agrees to utilize best reasonable efforts under this Agreement and agrees that completion of the services covered within this Agreement is an essential part of this Agreement.

5.4 Each party will hold the other party's Confidential Information in confidence and will not disclose any such Confidential Information to any third party without first obtaining the disclosing party's written consent. By way of illustration but not limitation, "Confidential Information" includes software, trade secrets, processes, formulas, source and object codes, scripts, data, programs, design, business plans, prices and costs, suppliers and customers and any information regarding the skills and compensation of the employees of the disclosing party.

5.5 Customer agrees to provide and make available off duty officers to Company for assignment to special events and circumstances in response to requests from citizens or businesses that require off duty services. Should Customer be unable to fulfill an off duty requirement by a vetted citizen or business, Company reserves the right to seek alternate off duty services as needed to fulfill said request. Alternate services can include, but are not limited to; recruitment of off duty officers from neighboring police departments, counties, communities or sheriff's offices as needed to fulfill said requests.

5.6 Customer will provide reasonable working space and access to Customer facility as may potentially be required for the successful completion of said services.

5.7 While at Customer facility or remote work of any kind, Company shall observe and follow all work rules, policies and standards of Customer including but not limited to, handling of intellectual property, security and all Customer facility protocol.

5.8 Company shall provide a primary account manager responsible for understanding and delivering off duty services in accordance with Customer rules and processes.

5.9 Company shall keep and maintain systematic records of all services purchased by Customer. Records can include but are not limited to; job details, payments, expenses, organizational profiles, and any financial records, procedures or documentation pertaining to Company's performance under the terms of this Agreement. Company shall preserve and maintain all records according to the longest of the following two periods:

- In accordance with the record retention period mandated by any applicable law. In the event of a legal matter that requires preservation

of certain records, Company shall suspend destruction of such records as requested by Customer or any authorized governmental body. During the term of this Agreement, and thereafter, in accordance with applicable record retention, Customer shall have the right to inspect, copy and audit those records identified in this Section during regular business hours. This right shall include, but not be limited to the right to inspect, copy and audit any records that may pertain to invoice records, contracts with third parties, payments relating to this Agreement and any correspondence.

6. Independent Contractor- Customer acknowledges that the Company is an independent contractor that is responsible for all taxes and other expenses attributable to the rendering of off duty administrative services to Customer. This Agreement is not intended to, and shall not be construed to; create a joint venture, partnership, or employer/employee relationship between said parties. Neither the Company nor its employees or agents shall look to Customer for vacation pay, sick leave, retirement benefits, social security, disability or unemployment insurance benefits, or other employee benefits; nor shall Customer, or their respective employees or agents look to Company for the same. Neither Company nor Customer shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement.

7. Proprietary Material – Customer does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which has not or is not created as part of the Services to be rendered hereunder which is proprietary to Company.

8. Limitation of Liability – Notwithstanding anything to the contrary of this Agreement, neither party shall be liable to the other for any special, indirect consequential, lost profits or punitive damages.

9. Financial Risk Mitigation – All credit-worthy customers are offered a maximum of N30 payment terms. Company accepts credit risk on all customers and finances the financial float associated with such payment terms.

9.1 Company reserves the right to deem any customer non-credit worthy and require pre-payment from such customer. Company agrees to not designate any customer as non-credit worthy if such customer is a recurring customer in consistent good standing and with the Company's off-duty program for the minimum duration of one (1) year. Company further agrees to inform Customer prior to designating any customer as non-credit worthy.

9.2 A Customer designated as non-credit worthy has the option to pre-pay for all off-duty services via check, credit card or escrow account. Company can impose a 4% finance fee for the processing of associated credit card payments.

9.3 Company reserves the right and ability to charge a late fee of 1.5% per month on all invoices aged forty five (45) days and over.

10. **INDEMNIFICATION** – EACH PARTY (INDEMNIFYING PARTY) SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER (INDEMNIFIED PARTY), ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, SUBSIDIARIES AND ASSIGNS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES AND COURT COSTS) ARISING AS A RESULT OF ANY NEGLIGENCE, ILLEGALITY OR WRONGDOING OF ANY KIND RELATED TO SERVICES PROVIDED ALLEGED OR ACTUAL ON THE PART OF THE INDEMNIFYING PARTY PROVIDED SUCH CLAIMS, LOSSES, DAMAGES AND LIABILITIES WERE NOT CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY BY ANY ACT OR OMISSION OF THE INDEMNIFIED PARTY. IN ADDITION, THE INDEMNIFIED PARTY MUST PROMPTLY NOTIFY THE INDEMNIFYING PARTY IN WRITING OF ANY SUCH CLAIM AND THE INDEMNIFYING PARTY IS PERMITTED TO CONTROL THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM AS SUCH DEFENSE OR SETTLEMENT SHALL NOT INCLUDE AN ADMISSION OF GUILT OR FINANCIAL OBLIGATION ON THE INDEMNIFIED PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT.

11. **Severability** – The provisions of this Agreement shall be deemed severable, and if any portion of the Agreement shall be held invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be effective and binding upon both parties, unless to do so would clearly violate the present and legal intention of the parties hereto.

12. **Insurance** – Both parties specifically agree to maintain adequate insurance coverage for the off-duty services covered in this Agreement.

12.1 - At all times during performance of off-duty Services, Jobs4Blue shall secure and maintain in effect insurance to protect the Company from and against all claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement. Company shall provide and maintain in force insurance in limits no less than stated below, as applicable.

12.2 **Commercial Liability Insurance** – Prior or during Agreement execution, Company will provide proof of Commercial Liability Insurance to Customer with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Three Million Dollars (\$3,000,000.00) general aggregate. The insurance certificate shall clearly state the provider name, coverage amount, policy number and provisions provided. Said

policy shall be in effect for the duration of this Agreement. Insurance will be in effect with an insurance agency rated A-VII or higher in Best's Guide.

12.3 Professional Liability Insurance – Prior or during Agreement execution, Company shall provide proof of Professional Errors and Omissions Liability Insurance with coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of at least Three Million Dollars (\$3,000,000.00). The insurance certificate shall clearly state the provider name, coverage amount, policy number and provisions provided. Insurance will be in effect with an insurance agency rated A-VII or higher in Best's Guide.

12.4 Employees of the City and/or Customer will not be covered under the Company's worker compensation insurance.

13. Survival - All sections inclusive of this Agreement shall survive the expiration or termination of this Agreement in accordance with their terms.

14. Notice – Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or via overnight courier, facsimile or first class mail, certified with return receipt requested or email. Notices to the Customer shall be delivered to:

Notices to the Company shall be delivered to:

Jobs4Blue
4400 US Highway 9
Freehold, NJ 07728
Attn: Scheduling Coordination Manager

15. Assignment – This Agreement is not assignable or transferable by the Customer. This Agreement is not assignable or transferable by the Company without the written consent of the Customer, which consent shall not be unreasonably withheld or delayed.

16. Entire Agreement – Modification – This Agreement constitutes the entire and complete understanding between the parties hereto with respect to the subject of the Company's engagement by the Customer, as provided for herein; and supersedes any and all other understandings, negotiations or agreements relating hereto, and no modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party to be charged.

17. Governing Law-Venue – This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, USA without regards to the principles of conflicts of laws. Any action or proceeding arising from or relating to this Agreement must be brought to a federal court in the State of New Jersey.

18. Review of Agreement – It is hereby acknowledged that the Customer has had ample opportunity to review and consider the Terms of this Agreement and to review this Agreement with Customer's counsel and has voluntarily agreed to the terms presented, including, without limitation, freely choosing that New Jersey law shall govern this Agreement and all matters dealt with herein, and to waive any other rights it may have, in consideration of the Agreement set forth herein.

19. Counterparts- Each individual executing this Agreement of a party hereto represents and warrants that such individual is duly and authorized to act on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts by original or electronic signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

20. Force Majeure – Neither party shall be responsible for delays or failures (including any delay relative to prosecution of such services) if such delay arises out of causes beyond its control. Such causes can include, but are not limited to; acts of God, acts of terrorism, fires, floods, epidemics, riots, quarantined restrictions, strikes, freight, embargoes, earthquakes, electrical outages, severe weather or any other natural disaster.

IN WITNESS HEREOF, the parties hereto execute this Agreement as of the date set forth above.

COMPANY – Jobs4Blue

By: _____

Title: _____

Date: _____

CUSTOMER_____

By: _____

Title: _____

Date: _____

The City/Borough may choose to utilize a secondary service to administrate and perform the above actions related to the off-duty employment process. These actions include but are not limited to: Communicating with said person or company to schedule off-duty "jobs", Scheduling the Officers for the said jobs, Invoicing person or company and receiving escrow and or payments from person or company in a manner set forth by the secondary service provider. The secondary service provider may charge an additional fee for services that is above and in addition to the fee structure stated above and utilize business type collection rules as set forth in the contract/agreement between the City/Borough and the secondary service provider.

The secondary service provider will reimburse the City/Borough via ACH or other funds transfer methods, according to the fees set forth in this ordinance, due to the City/Borough and Officer, in a timely manner, usually coinciding with payroll periods for "jobs" that the officers have performed or were scheduled for in that period, in accordance with the above listed rules of employment between the City/Borough and person(s) or company seeking services.