

**BOROUGH OF MIDDLESEX
REGULAR MEETING
AGENDA
APRIL 11, 2017
7 PM**

1. **MAYOR'S STATEMENT:** Under the provisions of N.J.S.A. 10:4-6 et seq., notice of the time and place of this meeting was given by way of an annual meeting notice to the Star Ledger, Courier News and Home News, and posted at Borough Hall.
2. **SALUTE TO FLAG**
3. **ROLL CALL:**

Dotey [] Parenti [] Corley [] Madden [] Schueler [] Mikolajczyk []
Mayor DiMura []
4. **PRESENTATIONS**
 1. Board of Education Presentation on Bond Referendum regarding School Upgrades
5. **APPOINTMENTS**
6. **PROCLAMATIONS**
 1. Arbor Day - April 28, 2017
7. **NEW BUSINESS**
 1. **ORDINANCE NO. 1913-17** AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF MIDDLESEX CHAPTER 80 POLICE DEPARTMENT, CHAPTER 80-75 ADMINISTRATIVE FEE FOR USE OF POLICE OFFICERS AND/OR VEHICLES ON EXTRA-DUTY JOBS
 2. **ORDINANCE NO. 1914-17** AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF MIDDLESEX CHAPTER 407, VEHICLES AND TRAFFIC; ARTICLE VIII, COMMERCIAL VEHICLES, SECTION 407-22 TRUCKS RESTRICTED
8. **PUBLIC HEARING**
 1. **ORDINANCE NO. 1910-17** ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
 2. **ORDINANCE NO. 1911-17** AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF MIDDLESEX IN CHAPTER 359, STREET AND SIDEWALKS; TO INCLUDE SECTION 359-1A – 359-1D PERMIT REQUIRED FOR STREET EXCAVATIONS; EXCEPTION

3. ORDINANCE NO. 1912-17 AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF MIDDLESEX IN CHAPTER 407, VEHICLES AND TRAFFIC, ARTICLE VIII COMMERCIAL VEHICLES, SECTION 407-25 VIOLATIONS AND PENALTIES

9. ADOPTION OF MINUTES

1. Approval of the March 28, 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
 - A. Approval of the February, March & April, 2017 Recreation Director's Report
3. Fire/OEM/Rescue Squad/Shade Tree
 - A. Request from Beechwood Heights to take Engine 22 to Hillsborough for the Flagtown wetdown on June 10, 2017
 - B. Accepting the resignation of Andy Castaldo, Jr. as a member of the Middlesex Fire Police effective March 20, 2017.
4. Public Works/Buildings & Grounds/Recycling/Board of Health
5. Police/Legal/Code Enforcement/Construction/Municipal Court
6. Administration/Department of Senior Services/Legislation/Licensing

12. PRIVILEGE OF THE FLOOR

During the conduct of the meeting, unless a Public Hearing is held or the Regular Order of Business is waived, the audience does not participate. A Public Portion is held at the end of the meeting. Individuals commenting from the audience will be provided an opportunity to address the Council but will not be permitted to speak again until everyone has had an opportunity to speak. If a group is represented by an attorney, the attorney will be given an opportunity to speak on behalf of all of the members of the group. The Council, pursuant to the Open Public Meeting Act, will not publicly discuss personnel matters and may choose not to respond to comments made by members of the public during this portion of the meeting; however, the Council will give all comments appropriate consideration and will refer all individual complaints to the Mayor or appropriate Borough representative for resolution.

- 13. CONSENT AGENDA/RESOLUTIONS:** Matters listed within the Consent Agenda have been referred to members of the Borough Council for reading and study, are considered to be routine and will be enacted by one motion of the Council. If separate discussion is desired, the item may be removed from the Consent Agenda

by Council action. The Resolutions listed below were submitted to the Borough Council for review and will be adopted by one motion.

1. Resolution #87-17 The Governing Body hereby approves the Treasurer re-appropriating \$5,000 from the 2014 Capital Budget for the OEM Pickup Truck to be used for electronic equipment for the emergency management command center.
2. Resolution #88-17 The Governing Body hereby approves the Recreation Department Policy Guide effective immediately
3. Resolution #89-17 The Governing Body endorses the submission of the Recycling Tonnage Grant Application with the NJDEP and designate David Sliker to file this Grant Application.
4. Resolution #90-17 The Governing Body hereby hires Mike Krupsky, Middlesex, NJ (Plumbing Subcode) and Brian McLarnon, Piscataway, NJ (Electrical Subcode) as backup inspectors to cover for the permanent inspectors in the event of an emergency, conflict or vacations at the prevailing wages for these positions.
5. Resolution #91-17 Approving the Municipal Marketing/PR/Design Services Contract with Direct Development effective May, 2017 – April, 2018.
6. Resolution #92-17 The Governing Body hereby approves increasing Eduardo Camarillo, New Brunswick, New Jersey from a part time laborer to a full time laborer in the Department of Public works at \$15.12 per hours, 40 hours per week effective April 12, 2017.
7. Resolution #93-17 The Governing Body hereby approves increasing Alberto Garcia, South Bound Brook, New Jersey from a part time laborer to a full time laborer in the Department of Public Works at \$15.12 per hour, 40 hours per week effective April 12, 2017.
8. Resolution #94-17 The Governing Body approves the Borough Engineer's recommendation to reduce the Performance Bond (Bond Portion & Cash Portion) for 150 Lincoln Boulevard, LLC, Block 129, Lot 122 and Block 348, Lot 1-2
9. Resolution #95-17 At the recommendation of the DPW Director and the Plumbing Inspector, the Governing Body hereby authorizes the refund of Street Opening Permit No. 2016-007 for 145 Chestnut Street in the amount of \$1875.00.
10. Resolution #96-17 The Governing Body hereby approves Provident Bank as a legal depository effective immediately for the Borough of Middlesex for the year 2017.

- 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 #97-17 Pay All Claims
- 15. AGENDA WORKSHOP ITEM**
- 16. PRIVILEGE OF THE FLOOR ON AGENDA WORKSHOP ITEMS**
- 17. EXECUTIVE SESSION - Resolution #98-17**
 1. CRS Coordinator Position
- 18. ADJOURNMENT.** The next Regular Meeting will be on April 25, 2017.

PROCLAMATION

WHEREAS, in 1949 the legislature set aside the last Friday of April as Arbor Day to promote the planting of trees and to encourage the protection of our forests from fires and pests that destroy the beauty and usefulness of our woodlands; and

WHEREAS, half of New Jersey's total land area is forested or tree covered; and

WHEREAS, trees play an important role in the ecosystem in which we live, and trees reduce the erosion of our precious topsoil caused by wind and water, clean the air we breathe and the water we drink, produce oxygen, provide habitat for birds and wildlife and reduce heating and cooling costs by moderating temperature; and

WHEREAS, trees are renewable resource giving us paper for fine literature, wood for homes, fuel for fires, and countless other wood products; and

WHEREAS, trees provide increased property value, enhanced economic viability, and pleasing aesthetic qualities along streets and properties in municipalities; and

WHEREAS, trees planted in yards and farms, in school yards and parks, and along street and highways creates an enduring heritage for generations that follow; and

NOW, THEREFORE, I, RONALD J. DIMURA, Mayor of the Borough of Middlesex, do hereby proclaim April 28, 2017, as

ARBOR DAY

In the community of Middlesex, and urge all citizens to support efforts to protect our trees and woodlands to support our Borough's Urban Forestry Program, and

FURTHER, I urge all citizens to plant trees to gladden hearts and promote the well being of present and future generations.

DATED: April 11, 2017

Mayor Ronald J. DiMura

ORDINANCE NO. 1913-17

AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF MIDDLESEX CHAPTER 80 POLICE DEPARTMENT, CHAPTER 80-75 ADMINISTRATIVE FEE FOR USE OF POLICE OFFICERS AND/OR VEHICLES ON EXTRA-DUTY JOBS

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

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

Amending Chapter 80-75A - 80-75C to read as follows:

Administrative fee for use of police officers and/or vehicles on extra-duty jobs.

A. The Middlesex Borough Police Department shall charge a fee as provided hereunder when providing off-duty police officers and/or police vehicles for police extra-duty jobs to assist contractors or other persons or companies in need of such services. This section shall not apply to work done by nonprofit religious and/or charitable organizations or to the Middlesex Fire Department, Rescue Squad or the Middlesex Board of Education, and there shall be no charge imposed on these organizations.

B. The charge for use of off-duty police officers to provide this type of service is \$80 per hour for road jobs. All other extra-duty jobs shall be charged at the police officer's regular time and ½ (1.5) rate. There shall be a four hour minimum charge for all extra-duty road jobs hereunder. Cancellations must be received by the Middlesex Borough Police Department not less than two hours prior to the scheduled start of any extra-duty job. Failure to cancel at least two hours prior to the scheduled start of any extra-duty job shall result in a four hour minimum charge hereunder.

C. Rate of compensation for usage of a Department vehicle shall be \$15 per hour, except that if the Borough is paying for any road improvement job, such fee shall be waived.

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

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: April 11, 2017

DATE PUBLICATION
OF INTRODUCTION:

ADOPTED:

DATE OF PUBLICATION
OF ADOPTION:

ORDINANCE NO. 1914-17

AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF MIDDLESEX IN CHAPTER 407, VEHICLES AND TRAFFIC; ARTICLE VIII, COMMERCIAL VEHICLES, SECTION 407-22 TRUCKS RESTRICTED

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

Section 407-22 shall be amended to include the following street:

§ 407-22 Trucks restricted.

All trucks having a combined gross weight of vehicle plus load in excess of four tons are prohibited from traversing the following roadways except for the purpose of making pickups or deliveries along such roadways:

Dogwood Drive

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

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: April 11, 2017

DATE PUBLICATION
OF INTRODUCTION:

ADOPTED:

DATE OF PUBLICATION
OF ADOPTION:

ORDINANCE NO. 1910-17

**BOROUGH OF MIDDLESEX
COUNTY OF MIDDLESEX, NEW JERSEY**

**CALENDAR YEAR 2017
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 0.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the two succeeding years; and,

WHEREAS, the Mayor and Borough Council of the Borough of Middlesex, in the County of Middlesex, New Jersey, finds it advisable and necessary to increase its CY 2017 budget by up to 3.5 % over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Mayor and Borough Council hereby determines that a 3.0 % increase in the budget for said year, amounting to \$380,915.97 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary.

WHEREAS, the Mayor and Borough Council hereby determines that any amount authorized herein above that is not appropriated as part of the final budget shall be retained as an exception to the final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Mayor and Borough Council of the Borough of Middlesex, in the County of Middlesex, New Jersey, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2017 budget year, the final appropriations of the Borough of Middlesex shall, in accordance with this ordinance and N.J.S.A. 40 A: 4-45.14, be increased by 3.5 %, amounting to \$444,401.97 and that the CY 2017 municipal budget for the Borough of Middlesex be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years: and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
Schueler				

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: March 28, 2017

DATE PUBLICATION
OF INTRODUCTION: March 31, 2017

ADOPTED:

DATE OF PUBLICATION
OF ADOPTION:

ORDINANCE NO. 1911-17

AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF MIDDLESEX IN CHAPTER 359, STREET AND SIDEWALKS; TO INCLUDE SECTION 359-1A – 359-1D PERMIT REQUIRED FOR STREET EXCAVATIONS; EXCEPTION

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

Section 359-1 shall be amended to read as follows:

§ 359-1 Permit required for street excavations; exception.

- A. Subject to the provisions of this section, it shall be unlawful for any person, firm or corporation to remove, excavate, dig up or in any way disturbed, or cause or suffer to be removed, excavated, dug up or in any way disturbed, the surface of any public street, road or highway within the Borough of Middlesex, or any sidewalk, gutter or pavement therein, for any purpose whatsoever, without first having obtained from the Construction Office, in writing, a permit for so doing; provided, however, that this article shall not apply to any public utility company, under the regulation of the State Board of New Jersey Public Utility Commissioners, whose duty it is to furnish gas, water, electric and telephone service to consumers within the limits of the Borough of Middlesex when said public utility authority is engaged in cases of emergency, such as water breaks, gas leaks and other similar situations. In all other instances, public utility companies shall be expected to and are required to abide by all of the provisions of this article. When any such person, firm or corporation shall apply for such a permit, the applicant shall state, in writing, the place or places in said borough where said work is to be done, the character and extent of the work and the time within which it is to be completed.
- B. Notwithstanding anything to the contrary herein, no public street, road or highway excavations, dig ups or disturbances shall be permitted upon a public street, road or highway in the Borough of Middlesex if such public street, road or highway has been previously paved within the immediately preceding five (5) years. However, subject to the conditions of a Developer's Agreement to be entered into between a developer and the Borough, street excavations, dig ups or disturbances upon a public street, road or highway located within a designated redevelopment area of the Borough of Middlesex may occur upon public streets, roads or highways paved within the immediately preceding five (5) year period with the approval of the Governing Body.
- C. Any excavation, dig up or disturbance of the surface of any public street, road or highway within the Borough of Middlesex must be fully restored by the person, firm or corporation who removed, excavated, dug up or in any way disturbed such public street, road or highway, at the sole direction and to the satisfaction of

the Borough Engineering Consultants, which shall include, at minimum, milling and paving such public street, road or highway from curb-to-curb, across the entire width of the public street, road or highway, to fully encompass the area of such excavation, dig up or disturbance along the length of the public street, road or highway. If, in the sole and independent judgment of the Borough Engineer, the restoration of any public street, road or highway as required hereunder should not immediately occur, the person, firm or corporation who removes, excavates, digs up or in any way disturbs a public street, road or highway hereunder shall be required to pay to the Borough, an amount equal to the anticipated costs of such restoration, as determined by the Borough Engineering Consultant.

- D. All persons, firms or corporations requesting to excavate, dig up or disturb the surface of any public street, road or highway within the Borough of Middlesex must post a bond for the maintenance of the restoration of such public street, road or highway in an amount not less than 120% of the estimated cost of the restoration. Such maintenance bond shall be in a form acceptable to the Borough Engineering Consultant and must be in place for not less than two (2) years from the date of the completion of such restoration.

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

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: March 28, 2017

DATE PUBLICATION
OF INTRODUCTION: March 31, 2017

ADOPTED:

DATE OF PUBLICATION
OF ADOPTION:

ORDINANCE NO. 1912-17

AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF MIDDLESEX IN CHAPTER 407, VEHICLES AND TRAFFIC, ARTICLE VIII COMMERCIAL VEHICLES, SECTION 407-25 VIOLATIONS AND PENALTIES

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

Section 407-25 shall be amended to read as follows:

§ 407-25 Violations and Penalties

Violations and penalties. For a violation of any provision of this article, the offender shall be liable to a penalty of not less than \$250 nor more than \$500 for a first violation or imprisonment not exceeding 15 days, or both. Any offender committing a second or subsequent violation shall be subject to a penalty of not less than \$500 nor more than \$750 or imprisonment not exceeding 15 days, or both.

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

ATTEST:

Kathleen Anello, Municipal Clerk

Ronald J. DiMura, Mayor

INTRODUCED: March 28, 2017

DATE PUBLICATION
OF INTRODUCTION: March 31, 2017

ADOPTED:

DATE OF PUBLICATION
OF ADOPTION:

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

Resolution #87-17

WHEREAS, the 2014 Capital Budget appropriated funds for the purchase of a new OEM Pick-up Truck,

NOW THEREFORE BE IT RESOLVED, that a portion of the unused balance be re-appropriated for electronic equipment for the Emergency Management Command Center.

NOW FURTHER BE IT RESOLVED that the Treasurer hereby certifies that the funds in the amount of \$5,000 are available in Account No. C-04-14-855-000-073.

Caroline Benson, Treasurer

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 #88-17

The Governing Body hereby approves the Recreation Department Policy Guide effective immediately.

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 #89-17

TONNAGE GRANT APPLICATION RESOLUTION

- WHEREAS,** The Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and
- WHEREAS,** It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and
- WHEREAS,** The New Jersey Department of Environmental Protection has promulgated recycling regulations to Implement the Mandatory Source Separation and Recycling Act; and
- WHEREAS,** The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and
- WHEREAS,** A resolution authorizing this municipality to apply for the **2016 Recycling Tonnage Grant** will memorialize the commitment of this municipality to recycling and to indicate the assent of the Borough of Middlesex to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and
- WHEREAS,** Such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Middlesex that the Borough of Middlesex hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates David Sliker to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

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 #90-17

At the request of the Zoning Officer the borough approves the hiring of the following individuals as backup inspectors to cover in the event of emergencies, conflicts or vacations at the current prevailing wages being paid for these positions:

Plumbing Subcode

Mike Krupsky
Middlesex, NJ

Electrical Subcode

Brian McLarnon
Piscataway, NJ

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 #91-17

The Governing Body hereby approves the Municipal Marketing/PR/Design Services Contract with Direct Development effective May, 2017 – April, 2018.

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 #92-17

The governing body hereby approves increasing Eduardo Camarillo, New Brunswick, New Jersey from a part time laborer to a full time laborer in the Department of Public Works at \$15.12 per hour, 40 hours per week effective April 12, 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 #93-17

The governing body hereby approves increasing Alberto Garcia, South Bound Brook, New Jersey, New Jersey from a part time laborer to a full time laborer in the Department of Public Works at \$15.12 per hour, 40 hours per week effective April 12, 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 #94-17

WHEREAS, the developer of 150 Lincoln Boulevard, LLC is requesting a reduction of the performance guarantee for the project on Block 129, Lot 122 and Block 348, Lot 1-3 (Application No. P2011-05); and

WHEREAS, the Borough Engineer has indicated that upon their observation the bonded improvements are 70% completed at this time; and

WHEREAS, the Borough Engineer is recommending the following:

1. Performance Bond-Bond Portion \$774,821.72 – Recommending a reduction of the bond portion by \$542,375.20 to an amount no less than \$232,446.52
2. Performance Bond-Cash Portion \$ 86,091.30 – Recommending a reduction of the cash portion by \$60,263.91 to an amount no less than \$25,827.39.

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

1. At the recommendation of the Borough Engineer the governing body hereby agrees to reduce the Performance Bond – Bond Portion to an amount not less than \$232,446.52 and the Performance Bond – Cash Portion to an amount not less than \$25,827.39.
2. This resolution shall take effective immediately.

ADOPTED _____

CLERK OF THE BOROUGH OF MIDDLESEX

Council	Aye	Nay	Abstain	Absent
Corley				
Dotey				
Madden				
Mikolajczyk				
Parenti				
Schueler				

MAYOR OF THE BOROUGH OF MIDDLESEX

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CLERK OF THE BOROUGH OF MIDDLESEX, NJ

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

Resolution #95-17

WHEREAS, John Manrique was issued a street opening permit on 9/15/16; and

WHEREAS, John Manrique deposited \$2500.00 with the Borough of Middlesex to ensure proper repair and maintenance of the roadway; and

WHEREAS, said roadway at 145 Chestnut St. was inspected by Dan Niro, Plumbing Inspector and Bob Teutsch Public Works Director, and found to have been maintained in a satisfactory manner.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Middlesex that the disbursing officers be and they are hereby authorized to draw a check in the amount of \$1875.00 in favor of John Manrique, 145 Chestnut St, Middlesex, NJ 08846, for refund of Street Opening Permit No. 2016-007.

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 #96-17

The Governing Body hereby approves Provident Bank as a legal depository effective immediately for the Borough of Middlesex 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

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 #97-17

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

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 #98-17

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

WHEREAS, the Governing Body of the Borough of Middlesex has deemed it necessary to go into closed session to discuss certain matters which are exempted from the Public; and

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

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

1. CRS Coordinator Position

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

DIRECTOR'S REPORT

February 2016

Public Session: There may be parent(s) present to discuss basketball and/or baseball/softball teams.

Baseball/Softball: Registration opened on January 26, deadline if February 27. 2 are registered thus far.

Buddy Ball: Buddy Ball basketball started mid-January. 10 are registered thus far.

Basketball: Registration closed on October 28. 184 registered thus far. Games began on January 7, 2017. Picture day was January 11, 2017. Season will end the beginning of March.

Travel Basketball: Boys 5/6 has 11 registered, Boys 7/8th has a team of 12. Girls 7/8th has a team of 8. GLS playoffs will begin in mid-February.

Wrestling: Deadline to register was October 28. There are currently 36 registered thus far. The annual tournament had been set for January 21, 2017 but was cancelled due to low enrollment.

- Finding other ways to generate profit after no tournament for 2 years

Yoga: Current session started January 9 and there are 16 registered.

Zumba: current session runs January - February. There are 13 registered for Tuesdays, and 9 registered for Thursdays thus far.

Men's Softball: Registration opened on January 31. All 2015 team managers emailed and hard copy mailed. 6 teams needed by March 10.

Toddler Program: The current session of Toddler Playgroup has 18 children registered thus far, Toddler Fun Time has 7 children registered, and Kid Quest has 3 children registered thus far.

Other:

- Jan 9 OLMV visit
 - Gymnasium and classrooms offer much needed space for additional programs
- Facebook Page Update: January 1: 71 followers, 186 friends. February 1: 206 followers, 212 friends
- Easter Egg Hunt April 8 @ 3pm, rain date April 9. Use gazebo for pictures with bunny

DIRECTOR'S REPORT

March 2016

Public Session: There may be parent(s) present to discuss basketball and/or baseball/softball teams.

Baseball/Softball: Registration opened on January 26, deadline was February 27. 68 are registered thus far. Wait lists are being taken. Extended deadline to March 13 for Lil' Sluggers.

Buddy Ball: Buddy Ball basketball and cheerleading wrapped up mid-February.

Basketball: Season coming to an end; coaches equipment return and trophy/picture pickup is March 18.

Travel Basketball: Season coming to an end; coaches equipment return and trophy/picture pickup is March 18.

Wrestling: Season ended mid-February.

Yoga: Current session started January 9 and there are 16 registered. Next session begins March 6 and there are 8 registered thus far.

Zumba: current session runs March-April. There are 9 registered for Tuesdays, and 7 registered for Thursdays thus far.

Men's Softball: Registration opened on January 31. All 2015 team managers emailed and hard copy mailed. 6 teams needed by March 10.

Toddler Program: The current session of Toddler Playgroup has 18 children registered thus far, Toddler Fun Time has 7 children registered, and Kid Quest has 3 children registered thus far.

Other:

- Ringling Brothers Circus March 10 @ 7pm: 30 tickets, 27 sold thus far.
- Facebook Page Update: February 1: 206 followers, 212 friends March: 227 followers, 228 friends
- Easter Egg Hunt April 8 @ 3pm, rain date April 9. Use gazebo for pictures with bunny

DIRECTOR'S REPORT

April 2017

Public Session: There may be parent(s) present to discuss baseball/softball teams.

Basketball Clinic: Spring Basketball Clinic starts on April 5. 38 are registered thus far.

Baseball/Softball: Registration opened on January 26, deadline was February 27. 77 are registered: 8 Lil' Sluggers, 26 Small Girls/Small Fry (combined), 9 Farm League, 13 Junior League, 21 Major League (2 teams). Coaches meeting will be held on April 10, games will start the week of April 24.

Buddy Ball: Buddy Ball basketball and cheerleading wrapped up mid-February. Soccer starts April 8, 6 are registered thus far.

Yoga: Current session started March 6 and there are 12 registered thus far.

Zumba: current session runs March-April. There are 12 registered for Tuesdays, and 12 registered for Thursdays thus far.

Men's Softball: Registration opened on January 31. 6 teams needed by March 10, 0 registered.

Summer Playground: Registration opened March 15, 5 are registered thus far.

Toddler Program: The current session of Toddler Playgroup has 24 children registered thus far, Toddler Fun Time has 10 children registered, and Kid Quest has 4 children registered thus far.

Other:

- Ringling Brothers Circus March 10 @ 7pm: 30 tickets, sold out!
- Facebook Page Update: March: 227 followers, 228 friends. April: 236 followers, 252 friends
 - Video of Easter gazebo viewed 600+ times!!!!
- Discount tickets have been ordered!
- Easter Egg Hunt April 8 @ 3pm, rain date April 9. Use gazebo for pictures with bunny

SENIOR 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

PRINCIPALS

Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME, CPWM, CEP
Alan Dittenhofer, PE, PP, CME
Leonard A. Faiola, PE, PP, CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME

SENIOR ASSOCIATES

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

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers

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

**Remington, Vernick
& Vena Engineers**

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

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

**Remington, Vernick
& Walberg Engineers**

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

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

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

**Remington, Vernick
& Beach Engineers**

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

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

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

**Remington, Vernick
& Arango Engineers**

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

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
☐ (201) 624-2137

March 29, 2017

Kathleen Anello, Borough Clerk
Borough of Middlesex
1200 Mountain Avenue
Middlesex, NJ 08846

**Re: 150 Lincoln Boulevard, LLC
Block 129, Lot 122 and Block 348, Lots 1-3
— Application No. P2011-05
Request for Reduction of Performance Guarantees
Our file: 1210I001**

Dear Ms. Anello:

In response to the Developer's request for reduction of the performance guarantee for the above reference project dated March 7, 2017, we have performed inspections of the site improvements.

Our observations have revealed that the bonded improvements are approximately 70% complete at this time.

Subject to verification by the Township Clerk and Chief Finance Officer, current performance guarantees for the project are as follows:

On-Site

- Performance Bond-Bond Portion \$774,821.72
- Performance Bond-Cash Portion \$ 86,091.30

Based on the above, our office recommends the following action:

1. Reduction of the bond portion by \$542,375.20 to an amount no less than \$232,446.52.
2. Reduction of the cash portion by \$60,263.91 to an amount no less than \$25,827.39.

The above amounts represent a 70% reduction of the original performance guarantee.

Should you have any questions, please do not hesitate to contact George Allan of our Old Bridge office at (732) 955-8000.

150 Lincoln Boulevard, LLC
Block 129, Lot 122
Block 348, Lots 1 - 3
Application No. P2011-05
Request for Reduction of Performance Guarantees
Our file: 12101001
Page 2

Sincerely,
Remington, Vernick & Vena Engineers



Terence M. Vogt, PE, PP, CME
Principal, Regional Manager

GAA/TMV/tg

Cc: Mayor Ron DiMura
Robert Schueler, Council President
Aravind Aithal, Esq., Borough Solicitor
Massimo Pinelli, 150 Lincoln Blvd, LLC
George Allan, Construction PM

TO: Mayor , Administrator , Council

April 4, 2017

Let it be known that I wish to move 2 (two) permanent part time employees to full time positions.

- 1) Eduardo Camarillo , 12 eighth Street , New Brunswick , New Jersey 08901
- 2) Alberto Garcia , 74 Noble Street , South Bound Brook , New Jersey 08880

Bob Teutsch / DPW Manager

A handwritten signature in black ink, appearing to read "Bob Teutsch", written in a cursive style.

Kathleen Anello

From: Kathleen Anello
Sent: Sunday, April 02, 2017 8:49 PM
To: Kathleen Anello
Subject: Fwd: personnel

Sent from my iPhone

Begin forwarded message:

From: Barrie Palumbo <bpalumbo@middlesexboro-nj.gov>
Date: March 31, 2017 at 1:20:02 PM EDT
To: Kathleen Anello <kanello@middlesexboro-nj.gov>
Cc: Ron Di Mura <rdimura@middlesexboro-nj.gov>, Brandon Goldberg <bgoldberg@middlesexboro-nj.gov>
Subject: personnel

Kathy,

We need to hire backup inspectors to cover in case of emergencies, conflicts and vacations. These 2 have been recommended by our current inspectors. They agree to the prevailing wages that our current inspectors receive.

For plumbing subcode:
Mike Krupsky
1131 Beechwood Ave
Middlesex, NJ 08846
908-217-1321
License # 7694

For electrical subcode:
Brian McLarnon
4 Duffie Place
Piscataway, NJ 08854
908-420-1961
License # 010970

Can you please draft resolutions for them for the Council to approve?

Thank you,

Barrie Palumbo
Zoning Officer
Boro of Middlesex
732-356-7400 xt. 260

Borough of Middlesex *May 2017- April 2018*

Municipal Marketing/PR/Design Services Contract

PROJECT GOALS

Goal 1: Raise awareness about events and initiatives in the Borough of Middlesex

The Borough of Middlesex is located near towns in North Jersey that are more widely recognized as New Jersey destinations such as Edison, New Brunswick and Woodbridge. Differentiating the Borough of Middlesex from these destinations and highlighting events and initiatives that are unique to the town will be critical in its promotion.

Goal 2: Stimulate interest in Middlesex business and home ownership

Similar to goal one, differentiating the Borough of Middlesex from other nearby towns will also aid in stimulating further interest in owning a home or business in the Borough of Middlesex, which will then in turn attract new visitors. Highlighting advantages to living and doing business in the Borough of Middlesex will be key in achieving Goal 2.

Goal 3: Deliver key messages to the public through a public relations campaign

A public relations campaign using the local beat, official Borough branded social media pages, an email newsletter, other Borough channels, advertising and press coverage will keep both residents and visitors alike in the know about the Borough of Middlesex. The right public relations campaign will use a combination of print and digital methods to be viewed by the largest audience possible.

Goal 4: Rebranding of all Design Collateral

Developing the brand of Middlesex to make it recognizable and distinguishable locally and regionally will help accomplish Goals 1-3. Establishing brand values, community values and what makes Middlesex stand above the crowd, all funnel into a visual representation of what the Borough is and what it aspires to.

OUR PROCESS

Phase I: Strategy and Research

We begin by asking many questions, as many as possible to fully understand the nature of the Borough, its organizations and businesses, identify potential conflicts and identify all constituencies and potential media relationships. At this stage, we will work to obtain:

- List of all public, community, business and volunteer organizations in the Borough of Middlesex (and surrounding areas)
- List of all events, both third-party and Borough-hosted that occur regularly throughout the year
- List of upcoming initiatives from each department in the Borough
- Research data of existing residents and business make up
- List of all existing assets (i.e. photography and additional visual elements)
- Local, county and statewide press lists and press contacts

Phase II: Campaign Strategy & Design Development

Utilizing the lists we will obtain in Phase I, we will develop a campaign strategy and target our selected audiences and media groups.

- A 12-month (or quarterly) campaign strategy
- List of deliverables (press and design) for each event and/or initiative
 - Examples of Deliverables:
 - Press releases and pitches
 - Email Newsletter (Content + Design)
 - Social Media Profile Content
 - Social Media Profile Graphics
 - Social Media Post Content
 - Social Media Post Graphics
 - Direct Mail Posts

Phase III: Content Creation and Design

Once the campaign strategy is approved, we begin creating the content and designing the visuals outlined in Phase II.

Following the campaign strategy, we will develop ideas to **visually** express your core message across social media, PR campaigns and any initiative that will promote the Borough. Decisions regarding layout, composition, color and type are made with your communication goals in mind.

Phase IV: Managing and Implementation

Between content and design approvals, we will manage and monitor deadlines for all deliverables and track earned media.

Phase V: Outcome Evaluation

While we monitor analytics and earned media during the campaign, at campaign close we work with you to gather feedback and evaluate how the process went and make modifications as needed for future campaigns. At this stage, we will provide:

- Earned Media Report (per campaign or monthly)
- Social Media Analytics (per campaign or monthly)
- Email Newsletter Analytics (per campaign or monthly)

OVERVIEW OF COSTS

Direct Development utilizes a blended agency rate of \$75.00 per hour for all public relations, marketing and graphic design services. Based on the Scope of Services provided by the Borough of Middlesex, below is our estimation of cost based on hours in three tiers.

Service	Tier I
Press Release Writing	Up to 2 per month
Email Newsletter	1 per month
Press Distribution	As Needed
Press Pitches (per media outlet)	Up to 2 per month
Press List Management	Yes
Facebook Posts	1-2 per week
Twitter Posts*	Up to 3 per week
Social Media Engagement	Yes
Social Media Ad Campaigns	1-2 per month
Social Media Graphic Design	Up to 3 social posts total per week
Advertising Graphic Design	Up to 2 pieces per month
Webmaster Services	4 updates per month
Cost	\$2500 per month
Hourly Estimation	7-9 per week

*Twitter may be swapped for Instagram in Tier I

Social Media posts will overlap on multiple channels but will be optimized to each platform. Social Media Engagement includes responding to all comments and questions that occur on the public forums. FAQs will be developed for commonly asked questions, but Direct Development will work with corresponding Borough personnel for other questions and inquiries.

Client Name (please print)

Title

Date

Client Signature

Direct Development Representative

Date

Contract Terms and Conditions

Section 6.1

Terms

The performance of the design and production services and delivery of tangible property (collectively the "Design and Production Services") described in the contract or invoice of which these terms and conditions are a part (or are on the face hereof) by Direct Development, LLC (the "Company") to the client identified in the attached contract or invoice ("Client") is governed by the following terms and conditions. Unless otherwise expressly agreed to in writing, Direct Development, LLC expressly rejects additional terms or conditions proposed by Client.

Section 6.2

Description of Work

The Agreement for the Design and Production Services or other materials described in the Scope of Work to which these terms and conditions are attached (the "Project") shall consist of the final Scope of Work and Timeline, these terms and conditions, and any change orders set forth in writing and executed by the Company and the Client after the acceptance of the original Scope of Work (collectively the "Agreement"). Changes to any terms of the Agreement may result in adjustments to the charges for the Project.

Section 6.3

Payment

Payment for Design and Production Services shall be made as follows. (1) thirty percent (30%) of the non-retainer based Estimated Design and Production Fees due upon acceptance of the proposal; (2) monthly invoices will be submitted to Client by the tenth (10th) day of each month for the services performed during the prior month; (3) any remaining balance (including expenses for vendors, service providers, specialists or subcontractors engaged in accordance with the proposal ("Outside Expenses") not paid in advance by Client) will be due upon delivery of the finished Project.

Client shall promptly notify the Company, in writing, of any disputed charge, but not later than ten (10) days following receipt of any invoice. Failure to promptly notify the Company of any disputed charge or invoice will result in Client's waiver of any such disputed charge. Except for invoices disputed in good faith by the Client for work not in accordance with the terms and conditions of this Agreement, any amounts not paid when due shall accrue interest at the rate of 1.5% per month from the date due until paid. The Company reserves the right to withhold delivery of all electronic and/or printed materials until all undisputed portion(s) of overdue invoices are paid. All Outside

Expenses, including but not limited to, Photography, Illustration, Copywriting, Printing, Mileage, Photocopies and Color Outputs will be billed with a surcharge of 20% of vendor costs. The surcharge will not be applied to Deliveries and Postage.

Section 6.4

Changes to the Scope of Work

Revisions or author's alterations to the Scope of Work shall obligate the Client to additional fees and costs associated with such revisions or alterations. Such additional fees and costs shall apply but are not limited to: changes made to copy after the final copy has been submitted; changes made to the design once layouts, website design, or site map have been approved; extensive alterations; a change in marketing objectives on the part of the Client and new work requested by the Client after the execution of the Agreement. All production costs are based on the assumption that copy will be provided electronically. Change orders will be prepared by the Company and provided to the Client outlining the changes to the Scope of Work, and any additional costs for those changes. The Client agrees to pay the Company additional fees and costs for said revisions or alterations at a rate of \$75.00 per hour. Hourly rates quoted in proposals will remain in effect until further written notice is given. If the Company is unable to meet the delivery schedule set forth in the Agreement due to delays caused by Client or changes requested by Client in the Scope of Work, the Company may, in its discretion, revise the production schedule as necessary and provide for adjustments in the costs for the Project.

Section 6.5

Overtime/Rush Charges

Estimates are based on normal and reasonable time schedules, and may have to be revised to take into consideration any "rush" requests requiring overtime or weekends. Knowledge of Client's deadline is essential to provide an accurate estimate of costs. The Company's overtime incurred at the Client's request shall be billed at a rate of \$125.00 per hour. The Client will also be responsible for additional charges imposed by outside suppliers, such as pre-press or printers, to meet Client's "rush" requests. To the extent possible, the Company will advise Client of all situations that require overtime and/or rush charges prior to the start of work, and the amount of additional compensation that will be charged to meet such overtime requirements or rush requests. Rush or overtime fees may be incurred if the Client does not meet approval or content deadlines which have been established to meet the Client's desired schedule.

Section 6.6

Ownership and Usage Rights

All rights to be granted by the Company under this Agreement will be transferred to Client upon full payment for services made by Client to the Company. Upon receipt of full payment, the Client

is hereby granted exclusive and unlimited usage and reproduction rights to the final designs prepared for Client as part of the Project. Except for the foregoing license, all right, title and interest to all designs and artwork (whether draft or final versions) remain with the Company or its contractors or vendors, as applicable. This includes, but is not limited to, layouts, animations and designs created by the Company or its contractors or vendors, electronic storage devices containing such layouts, photography or illustration created by independent photographers or illustrators commissioned by the Company, and photography or other images purchased by the Company from a stock agency on the Client's behalf. The Company reserves the right to reproduce any and all designs created by the Company in print and electronic media for the Company's promotional purposes for an unlimited duration of time. The Company retains the right, or if applicable, Client agrees to provide the Company with, 25 printed samples of each tangible product produced as a result of the Project. In developing any brandmarks, the Company will use reasonable commercial efforts, consistent with standards in the industry, to ensure that any such brandmarks are original. The Company's efforts shall not include a complete trademark clearance search. Should a higher level of assurance be required by Client, the services of a trademark search firm and intellectual property attorney should be retained by Client. Client shall hold the Company harmless and indemnify the Company for any losses associated with any required trademark clearance search that may be required by Client.

Section 6.7

Confidential Information

As used herein, the term "**Confidential Information**" shall include any proprietary information or materials relating to the business (present or contemplated) of either party to this Agreement or any of either party's parents, subsidiaries or affiliates that the one party obtains from the other party or receives on behalf of any party in connection with the Scope of Work. By example, and not by way of limitation, **Confidential Information** shall include the terms of this Agreement, the business; trade secret information; client, investor, customer and supplier lists, and contracts or arrangements; financial information; market research and development procedures, processes, techniques, plans and results; investment or acquisition opportunities, pricing information or policies; computer software, passwords, programs or data; and all other business related information, whether such information is in written, graphic, recorded, electronic, photographic, data or any machine readable form or is orally conveyed to or developed by the other Party.

Confidential Information shall not include information which: (a) is in or hereafter enters the public domain through no fault of the receiving party; (b) is obtained by the receiving party from a third party having the legal right to use and disclose the same; (c) is in the possession of the receiving party prior to receipt from the disclosing party, as evidenced by the receiving party's written records pre-dating such receipt; (d) is independently developed by the receiving party as evidenced by written record proving such independence; or, (e) is required to be disclosed by governmental order or judicial subpoena, provided that prior to disclosure the receiving party shall give the disclosing party prior notice to allow the disclosing party an opportunity to obtain an appropriate protective order.

In no way does the Company assert or make any claim, representation or warranty that the information provided is true or accurate and no reliance shall be placed thereon. Further, the disclosure of the Confidential Information does not in any way bind any party to enter into an agreement with regard to the Scope of Work and no such agreement shall be deemed to exist unless the parties enter into a formal written agreement with regard thereto.

Section 6.8

Non-Disclosure of Confidential Information

Neither Party to this agreement shall, at any time, or for any reason whatsoever, other than under conditions described in Section 6.7 hereto, disclose to any person or entity or use for any purpose other than fulfilling its obligations hereunder, the other Party's Confidential Information, as defined herein. Any concepts, business strategies, trademarks, service marks, materials, outlines, etc. provided to a Party by the other Party constitute trade secrets and Confidential Information under this Agreement and shall not be used by the other Party for any other purpose than for the purpose of the Project.

Section 6.9

Return of Confidential Information

Each Party shall, upon the request of the other Party, return to the other Party all written or other descriptive materials containing Confidential Information or otherwise relating to the other Party, its business and its intellectual property, including, but not limited to, drawings, blueprints, descriptions, notes, analyses or other papers or documents which contain any such information. In any event, upon the completion or expiration of this Agreement, or if this Agreement is terminated for any reason, each Party shall, without request by the other party, return all aforementioned Confidential Information; provided that each party may retain one archival copy of the Confidential Information, solely for the purpose of determining its obligations under this Agreement.

Section 6.10

Indemnification

Each Party shall indemnify, defend, and hold harmless the other and its affiliates, officers, agents, and employees, from any and all claims, suits, actions, demands, damages, liabilities, expenses (including reasonable fees and disbursements of counsel), judgments, settlements and penalties of every kind that may be asserted or incurred including but not limited to: (a) any breach by such Party of any trademark, tradename and/or copyright infringement, invasion of privacy, defamation, or other wrongful use of any pictures, photographs, images, copy or other materials; and/or (b) the negligent, intentionally wrongful or illegal acts or omissions of such Party, its employees, agents, subcontractors or other representatives and/or (c) violations of any federal, state, local or

international laws, rules or regulations to which such Party is subject.

Section 6.11

Remedies/Dispute Resolution

This Agreement shall be governed by, and construed under, and is subject to the laws and jurisdiction of the state and federal courts of the State of New Jersey. In the event of a dispute arising under this Agreement, the dispute shall be finally settled by arbitration under the Rules of the American Arbitration Association (the "AAA"). The Arbitration shall be held in Monmouth County, New Jersey. The arbitration shall be held before a single arbitrator, selected in accordance with the rules of the AAA. The arbitrator's award shall be final and shall be enforceable in any court of competent jurisdiction. The arbitrator shall award the prevailing party its costs of such arbitration including, but not limited to, reasonable attorneys' fees. If a party refuses to comply with the rendered award, and the other party enters an application for judicial enforcement thereof, the refusing party shall bear all of the expenses incurred in connection with such application. Nothing in this shall prevent either party from resorting to judicial process if injunctive or other equitable relief from a court is necessary to prevent serious and irreparable injury to one party or to others.

Section 6.12

Cancellation

In the event the Client cancels this Agreement prior to the completion of the Project, within five (5) business days of such cancellation, Client shall pay to Company (a) for all work performed and costs expended by the Company up to the date of termination, (b) for all contracted for Outside Expenses and commitments that have been incurred and cannot be cancelled and (c) a cancellation fee equal to fifteen (15%) of the remaining fees that would otherwise have been payable to the Company upon full performance of the Agreement.

Section 6.13

Errors

The Client shall have sole responsibility to proofread and examine all work produced during the Project. Therefore, the Client is ultimately responsible for any typographical, spelling, grammatical, copy, photographic, illustrative, layout or other errors discovered after printing or reproduction, or for any work or services performed by any party selected by the Client. In the event the Client determines that there are errors in the work produced during the Project, Client shall notify the Company of any errors within forty eight (48) hours of Client's discovery of such error provided that such discovery is within a commercially reasonable period of time following turnover of work to Client by the Company.. Failure to promptly notify the Company shall constitute a waiver by Client of any claim arising out of such errors.

Section 6.14

Performance

Each party shall use commercially reasonable efforts or fulfill its obligations hereunder, but shall in no event be responsible for any failure or delay in performance due to any catastrophe, act of God or government authority, civil strife, or any other cause beyond the control of such party. In no event shall the Company's liability exceed the sum of payments received from the Client under this Agreement. Neither party shall be liable to the other for any consequential, indirect, special or punitive damages, even if such damage were reasonably foreseeable.

Section 6.15**Pricing**

The prices set forth in this Agreement are valid for one year from the date of signing, and represent the Company's good-faith estimate of costs included in the price. If printing is a component of this estimate, printing prices are not guaranteed until paper has been ordered. The Company shall promptly inform Client if any variations in costs or outside expenses are anticipated. The parties further recognize that dramatic changes in prices may occur due to world conditions and the Company shall bear no liability or expense for any such shifts in market prices.

Section 6.16**Waiver**

Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach whether or not similar.

Section 6.17**Severability**

If any provision of this Agreement shall be deemed void in whole or in part for any reason whatsoever, the remaining provisions shall remain in full force and effect.

Section 6.18**Independent Contractor**

In performing their respective obligations under this Agreement, the parties agree that their relationship is that of independent contractors and not that of a partners, joint venturers, agents, employees or part-time employees of the other party. Neither party will represent itself as, act or purport to act as or be deemed to be the agent, representative, employee or servant of the other party.

Section 6.19

Notices

If either party is required or permitted to send the other party any notices, such notices shall be in writing and sent to the other party at its last known business address by registered or certified mail, postage prepaid, return receipt requested or by private overnight delivery service, return receipt requested. Notices shall be effective upon receipt.

Section 6.20**Term**

To the fullest extent permitted by law, all of the covenants and agreements contained in this Agreement shall survive the parties' completion of their obligations under this Agreement, and except where expressly provided by law or otherwise shall continue in full force and effect in perpetuity.

Section 6.21**Entire Agreement**

This Agreement and the attachments hereto represent the entire agreement between the Company and the Client with respect to the performance of the Agreement and supersedes any prior oral or written agreements of discussions, may not be modified or amended unless in writing signed by each of the parties, and may not be assigned by either party without the written consent of the other party which consent will not be unreasonably withheld.

Section 6.22**COUNTERPARTS**

This Agreement may be signed in any number of counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.