



AGENDA
NEWTON TOWN COUNCIL
DECEMBER 8, 2014
7:00 P.M.

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. OPEN PUBLIC MEETINGS ACT STATEMENT**
- IV. APPROVAL OF MINUTES** - NOVEMBER 24, 2014 SPECIAL MEETING
NOVEMBER 24, 2014 REGULAR MEETING
NOVEMBER 24, 2014 EXECUTIVE SESSION
- V. OPEN TO THE PUBLIC**

AT THIS POINT IN THE MEETING, THE TOWN COUNCIL WELCOMES COMMENTS FROM ANY MEMBER OF THE PUBLIC ON ANY TOPIC. TO HELP FACILITATE AN ORDERLY MEETING AND TO PERMIT THE OPPORTUNITY FOR ANYONE WHO WISHES TO BE HEARD, SPEAKERS ARE ASKED TO LIMIT THEIR COMMENTS TO 5 MINUTES. IF READING FROM A PREPARED STATEMENT, PLEASE PROVIDE A COPY AND EMAIL A COPY TO THE CLERK'S OFFICE AFTER MAKING YOUR COMMENTS SO IT MAY BE PROPERLY REFLECTED IN THE MINUTES.

VI. COUNCIL & MANAGER REPORTS

- a. WAIVER OF FEES REQUEST

VII. ORDINANCES

- a. 2ND READING AND PUBLIC HEARING

ORDINANCE 2014-23

AN ORDINANCE FOR THE APPOINTMENT OF ENGINEER FOR CALENDAR YEARS 2015, 2016 & 2017

- i. OPEN HEARING TO PUBLIC
- ii. CLOSE HEARING TO PUBLIC
- iii. ACT ON ORDINANCE

ORDINANCE 2014-24

AN ORDINANCE OF THE TOWN OF NEWTON AMENDING CHAPTER 307 AND 100, REGARDING PARKING IN THE MUNICIPAL BUILDING PARKING LOT

- i. OPEN HEARING TO PUBLIC
- ii. CLOSE HEARING TO PUBLIC
- iii. ACT ON ORDINANCE

ORDINANCE 2014-25

AN ORDINANCE TO ESTABLISH MINIMUM AND MAXIMUM SALARIES AND WAGES FOR OFFICERS AND EMPLOYEES OF THE TOWN OF NEWTON FOR CALENDAR YEAR 2015

- i. OPEN HEARING TO PUBLIC
- ii. CLOSE HEARING TO PUBLIC
- iii. ACT ON ORDINANCE

b. INTRODUCTION

ORDINANCE 2014-26

AN ORDINANCE AMENDING CHAPTER 3
"ADMINISTRATIVE CODE" TO RELOCATE THE
DEPARTMENT OF WATER AND SEWER AS A DIVISION
WITHIN THE DEPARTMENT OF PUBLIC WORKS

VIII. OLD BUSINESS

IX. CONSENT AGENDA

ALL ITEMS LISTED WITH AN ASTERISK (*) ARE CONSIDERED TO BE ROUTINE AND NON-CONTROVERSIAL BY THE TOWN COUNCIL AND WILL BE APPROVED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER SO REQUESTS, IN WHICH CASE THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

- a. RESOLUTION #218-2014*** RESOLUTION OF THE TOWN OF NEWTON, COUNTY OF SUSSEX, NEW JERSEY AUTHORIZING ESCROW WITH NEWTON DONUTS, INC.
- b. RESOLUTION #219-2014*** ESTABLISH SCHEDULE OF PUBLIC TOWN COUNCIL MEETINGS FOR 2015
- c. RESOLUTION #220-2014*** CONCUR WITH THE TOWN MANAGER'S APPOINTMENT OF SPECIAL POLICE OFFICERS
- d. RESOLUTION #221-2014*** APPOINTMENT OF JOSEPH CARR AS MUNICIPAL REPRESENTATIVE TO THE SUSSEX COUNTY WATER QUALITY POLICY ADVISORY COMMITTEE
- e. RESOLUTION #222-2014*** DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER FOR CALENDAR YEAR 2015
- f. RESOLUTION #223-2014*** APPOINTMENT OF ADAM VOUGH AS MUNICIPAL REPRESENTATIVE TO THE SUSSEX COUNTY SOLID WASTE ADVISORY COMMITTEE FOR 2015
- g. RESOLUTION #224-2014*** DESIGNATION OF LINDA A. ROTH AS TAX SEARCH OFFICER FOR THE TOWN OF NEWTON FOR 2015
- h. RESOLUTION #225-2014*** APPOINT THE TOWN MANAGER AS HEARING OFFICER IN ALL MATTERS OF DISPUTE REGARDING THE TOWN OF NEWTON FOR CALENDAR YEAR 2015
- i. RESOLUTION #226-2014*** APPOINTMENT OF THE MUNICIPAL AUDITOR FOR THE TOWN OF NEWTON FOR CALENDAR YEAR 2015
- j. RESOLUTION #227-2014*** AUTHORIZE THE EXECUTION OF AN AGREEMENT FOR AUDITING SERVICES FOR REVIEW OF STATEMENT OF ASSETS AVAILABLE FOR BENEFITS FOR (LOSAP) WITH FERRAIOLI, WIELKOTZ, CERULLO & CUVA
- k. RESOLUTION #228-2014*** AUTHORIZE EXECUTION OF AN AGREEMENT BETWEEN THE TOWN OF NEWTON AND THE NEWTON PARKING AUTHORITY
- l. RESOLUTION #229-2014*** DESIGNATE NEWSPAPERS THAT WILL RECEIVE NOTICES REQUIRED BY THE NJ OPEN PUBLIC MEETINGS ACT FOR 2015

- m.** RESOLUTION #230-2014* DESIGNATE LEGAL NEWSPAPERS FOR CALENDAR YEAR 2015
- n.** RESOLUTION #231-2014* DESIGNATE THE TOWN MANAGER AS THE NATIONAL ORGANIZATION OF DISABILITY REPRESENTATIVE
- o.** RESOLUTION #232-2014* ESTABLISH THE RATE OF INTEREST TO BE CHARGED FOR NON-PAYMENT OF TAXES ON OR BEFORE THE DUE DATE
- p.** RESOLUTION #233-2014* CANCELLATION OF SMALL BALANCES
- q.** RESOLUTION #234-2014* APPOINT LOCAL EMERGENCY PLANNING COMMITTEE
- r.** RESOLUTION #235-2014* DESIGNATE OFFICIALS TO SIGN CHECKS
- s.** RESOLUTION #236-2014* RESOLUTION APPOINTING A HEARING OFFICER AND ALTERNATE PURSUANT TO CHAPTER 213, ARTICLE III OF THE CODE OF THE TOWN OF NEWTON RELATED TO HOLDING CERTAIN LANDLORDS RESPONSIBLE FOR DISORDERLY TENANT BEHAVIOR
- t.** RESOLUTION #237-2014* AUTHORIZE THE TAX ASSESSOR, THE TOWN ATTORNEY AND THE TOWN MANAGER TO ACT ON BEHALF OF THE TOWN OF NEWTON FOR CALENDAR YEAR 2015 WITH REGARD TO TAX APPEALS
- u.** RESOLUTION #238-2014* DESIGNATE CHIEF FINANCIAL OFFICER/FINANCE DIRECTOR AS THE INDIVIDUAL AUTHORIZED TO SELL BOND ANTICIPATION NOTES
- v.** RESOLUTION #239-2014* AUTHORIZE THE EXECUTION OF A SHARED SERVICES AGREEMENT FOR ANIMAL CONTROL AND POUND SERVICES WITH THE TOWNSHIP OF WANTAGE COVERING CALENDAR YEAR 2015
- w.** RESOLUTION #240-2014* APPOINTMENT OF HELEN R. LE FROIS AS AN ALTERNATE MEMBER OF THE NEWTON PLANNING BOARD
- x.** RESOLUTION #241-2014* REAPPOINTMENT OF DR. NANCY CRADDOCK TO THE ADVISORY BOARD OF HEALTH
- y.** RESOLUTION #242-2014* TRANSFER OF SCHOOL MONIES FOR THE PERIOD FROM JANUARY 1, 2015 TO JUNE 30, 2015
- z.** RESOLUTION #243-2014* AUTHORIZE THE EXECUTION OF AN AGREEMENT FOR CALENDAR YEAR 2015 WITH THE DEPUTY MUNICIPAL PUBLIC DEFENDER
- aa.** RESOLUTION #244-2014* DESIGNATE BANKS AS DEPOSITORY FOR CALENDAR YEAR 2015
- bb.** RESOLUTION #245-2014* APPOINTMENT OF KEITH MITCHELL OF THE MITCHELL INSURANCE AGENCY AS INSURANCE AGENT
- cc.** RESOLUTION #246-2014* APPOINTMENT OF MARGE CAFFREY AS SENIOR CITIZEN COORDINATOR FOR THE TOWN OF NEWTON FOR 2015

- dd.** RESOLUTION #247-2014* REAPPOINTMENT OF HARRY KAPLAN AS A CLASS C MEMBER OF THE HISTORIC PRESERVATION ADVISORY COMMISSION
- ee.** RESOLUTION #248-2014* REAPPOINTMENT OF GARY MARION AND KENT HARDMEYER TO THE NEWTON PLANNING BOARD
- ff.** RESOLUTION #249-2014* REIMBURSE TOWN EMPLOYEES FOR VEHICLE EXPENSES
- gg.** RESOLUTION #250-2014* AUTHORIZE THE RELEASE OF EXECUTIVE SESSION MINUTES TO THE PUBLIC
- hh.** RESOLUTION #252-2014* REAPPOINTMENT OF EMERGENCY MANAGEMENT COORDINATOR
- ii.** RESOLUTION #253-2014* APPOINTMENT OF JARROD C. COFRANCESCO, ESQ., AS THE TOWN OF NEWTON'S ALTERNATE MUNICIPAL PROSECUTOR FOR CALENDAR YEAR 2015
- jj.** RESOLUTION #254-2014* APPOINTMENT OF JESSICA C. CALDWELL, P.P., A.I.C.P, AS TOWN PLANNER FOR CALENDAR YEAR 2015
- kk.** RESOLUTION #255-2014* AUTHORIZING THE TOWN OF NEWTON TO ENTER INTO AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWN OF NEWTON AND GREEN TOWNSHIP FOR THE CONSOLIDATION OF THEIR MUNICIPAL COURTS
- ll.** RESOLUTION #256-2014* APPROVAL OF AN INITIAL APPLICATION FOR TAXICAB OWNER'S LICENSE
- mm.** RESOLUTION #257-2014* APPROVAL OF AN INITIAL APPLICATION FOR TAXICAB DRIVER'S LICENSE
- nn.** RESOLUTION #258-2014* APPOINTMENT OF DAVID B. SIMMONS, JR., P.E., L.S., P.P., C.M.E., AS WATER ENGINEER FOR CALENDAR YEAR 2015

X. RESOLUTION

- a.** RESOLUTION #251-2014 AUTHORIZE THE RELEASE OF EXECUTIVE SESSION MINUTES TO THE PUBLIC

XI. DISCUSSION

- a.** AMENDMENT TO THE HOUSING CODE

XII. OPEN TO THE PUBLIC

XIII. COUNCIL & MANAGER COMMENTS

XIV. EXECUTIVE

- a.** RESOLUTION #259-2014 A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12

- 1. PERSONNEL

XV. ADJOURNMENT

TOWN OF NEWTON

ORDINANCE 2014-23

AN ORDINANCE FOR THE APPOINTMENT OF ENGINEER FOR CALENDAR YEARS 2015, 2016 & 2017

BE IT ORDAINED by the Town Council of the Town of Newton as follows:

WHEREAS, municipal engineering services is a professional service as defined by the Local Public Contracts Law and is, therefore, exempt from public bidding requirements in accordance with N.J.A.C. 40A:11-5(1)(a)(i); and

WHEREAS, the Town of Newton advertised a Request for Proposals for the services of a qualified Municipal Engineer and received several responses; and

WHEREAS, Harold E. Pellow & Associates, Inc., has submitted a proposal outlining the services to be provided; and

WHEREAS, after review of all submitted proposals by the RFP Review Committee, and interviews by the Governing Body, the Town Council has determined that Harold E. Pellow & Associates, Inc., is the best firm for the position; and

WHEREAS, the anticipated term of this contract is three (3) years ending December 31, 2017;

NOW, THEREFORE BE IT ORDAINED, that the Town Council of the Town of Newton hereby authorizes the Mayor and Clerk to execute an agreement with Harold E. Pellow & Associates, Inc., for services as Municipal Engineer for calendar years 2015, 2016 and 2017; and

BE IT FURTHER ORDAINED that a fully-executed copy of this agreement be kept on file and available for public inspection in the Municipal Clerk's office.

PUBLIC NOTICE is hereby given that the above Ordinance was passed on the first reading by the Town Council of the Town of Newton, Sussex County, New Jersey, at a regular meeting of said Governing Body, held on November 24, 2014, and that a public hearing regarding the above was held on December 8, 2014 at the Municipal Building 39 Trinity Street, Newton, New Jersey at 7:00p.m. at which time, all persons interested both for and against said Ordinance were given an opportunity to be heard concerning same.

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON

**AN ORDINANCE OF THE TOWN OF NEWTON AMENDING CHAPTERS 307
AND 100, REGARDING PARKING IN THE MUNICIPAL BUILDING PARKING
LOT**

ORDINANCE 2014-24

WHEREAS, a determination by the Town Council has been made to amend parking restrictions for the municipal parking lots within the Town of Newton;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Newton, as follows:

Section 1. §307-10.A and B “Parking time limited in municipal parking lots” shall be and is hereby amended to read as follows:

- A. No vehicle shall be parked for longer than the time limit shown, between the hours listed on any day, upon any Town-owned parking lot described in Schedule IV-B attached to and made a part of this chapter (see §307-53).
- B. No vehicle shall be permitted to remain in any public parking lots between the hours off 4:00 a.m. and 6:00 a.m., except:
 - i. 14 spaces located at the easterly side of the Central Plaza;
 - ii. 12 spaces located at the westerly side of Central Plaza; and
 - iii. Vehicles parked in the municipal building parking lot, after first obtaining a parking pass pursuant to §307-38.F and paying the required fee per §100-15.

Vehicles may be parked in public parking lots for up to 72 consecutive hours, after which time they may be removed by the Police Department and the owner shall pay reasonable costs for removal and storage before regaining possession of the vehicle.

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Section 2. §307-33.A. shall be and is hereby revised to read as follows:

- A. Municipal building parking lot located to the rear of the present municipal building, located at 39 Trinity Street, limited to Town employees and visitors up to a maximum period of nine (9) hours, except for those obtaining valid parking passes, pursuant to §307-38 and §100-15.

Section 3. §307-38 shall be and is hereby revised to add a new section F to read as follows:

F. An annual parking pass is available for up to six parking spaces in the municipal building parking lot. The municipal building parking pass permits vehicles to be parked for a twelve (12) hour period, either 8:00 a.m. to 8:00 p.m. or 8:00 p.m. to 8:00 a.m. Each twelve hour period requires a separate pass to permit parking in the municipal building parking lot. The cost for such municipal building parking lot pass is as set forth in §100-15.C. There is a maximum allotment of six (6) passes for the municipal building parking lot per year. The annual pass is valid from January 1 to December 31 only, and all passes shall be renewed upon expiration. The Town Manager or his designee shall be authorized to limit the purchase of said municipal building parking lot passes based on the parking needs of municipal staff and visitors.

Section 4. §100-15 shall be and is hereby revised to add a new section to read as follows:

D. Municipal Lot Annual Parking Pass.

\$150 per month for a twelve hour period of 8:00 a.m. to 8:00 p.m.

\$150 per month for the twelve hour period of 8:00 p.m. to 8:00 a.m.

Annual passes must be purchased and paid for, for the entire year, but may be pro-rated if passes are available. (see §307-38.F.)

Section 5. Severability. If any provision of this Ordinance or the application of this Ordinance to any person or circumstances is held invalid, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

Section 6. Repealer. All ordinances or parts of ordinances or resolutions that are inconsistent or in opposition to the provisions of this Ordinance are hereby repealed in their entirety.

Section 7. Effective Date. This Ordinance will take effect after publication and passage according to law.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, November 24, 2014. It adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body conducted at 7:00pm on Monday, December 8, 2014 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk

**TOWN OF NEWTON
ORDINANCE 2014-25**

**AN ORDINANCE TO ESTABLISH MINIMUM AND MAXIMUM
SALARIES AND WAGES FOR OFFICERS AND EMPLOYEES OF
THE TOWN OF NEWTON FOR CALENDAR YEAR 2015**

WHEREAS, N.J.S.A. 40A:9-165 permits a municipality to establish salaries, wages or compensation to be paid to the officers and employees of the municipality; and

WHEREAS, the Town Council and Town Manager have made a careful examination of the salaries, wages, and compensation appropriate to compensate said Town employees;

NOW, THEREFORE BE IT ORDAINED by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, as follows:

Section 1. The minimum and maximum hourly and annual salary ranges for each officer and employee of the Town of Newton are hereby fixed for calendar year 2015 as shown in Schedules "A" and "B" attached hereto in accordance with §25-12 of the Code of the Town of Newton.

Section 2. Any officer or employee of the Town of Newton who is at any time receiving less than the maximum compensation or salary as hereinabove provided may be given a single increment of salary increase during the calendar year by the Town Manager.

Section 3. The Town Manager of the Town of Newton may hire any new employee at any hourly or annual rate between the minimum and maximum salary provided for such office or position.

Section 4. Those employees at wage level 4 serving in the position of Deputy Municipal Court Administrator may be compensated with a stipend of \$50.00 in lieu of 2 hours compensatory time for each court related call-out requiring written certification.

Section 5. Those officers and employees at wage level 17 shall be paid their annual salary in equal quarterly payments during the last pay of each quarter.

Section 6. All Ordinances or parts of Ordinances which may be inconsistent with the terms of this Ordinance are, to the extent of such inconsistency, hereby repealed.

Section 7. If any chapter, article, division, section, subsection, paragraph, sentence, clause, or provision of the Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect all remaining portions of the Ordinance.

Section 8. This Ordinance shall take effect twenty (20) days after final passage, approval and publication after adoption by the Town Council and shall be effective retroactive to January 1, 2015.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on November 24, 2014. It was adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body, conducted at 7:00pm on December 8, 2014 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk

**TOWN OF
NEWTON
ORDINANCE
2014-25
SCHEDULE "A"**

| <u>LEVEL</u> | <u>HOURLY</u> | | <u>35 HRS / WK</u> | | <u>40 HRS / WK</u> | | <u>IRREGULAR HOURS ANNUALIZED</u> |
|--------------|---------------|------------|--------------------|------------|--------------------|------------|---|
| | <u>MIN</u> | <u>MAX</u> | <u>MIN</u> | <u>MAX</u> | <u>MIN</u> | <u>MAX</u> | |
| 1 | \$8.75 | \$17.00 | \$15,925 | \$30,940 | \$18,200 | \$35,360 | |
| 2 | \$9.00 | \$18.50 | \$16,380 | \$33,670 | \$18,720 | \$38,480 | |
| 3 | \$9.25 | \$20.75 | \$16,835 | \$37,765 | \$19,240 | \$43,160 | |
| 4 | \$9.50 | \$26.25 | \$17,290 | \$47,775 | \$19,760 | \$54,600 | |
| 5 | \$10.50 | \$31.75 | \$19,110 | \$57,785 | \$21,840 | \$66,040 | |
| 6 | \$11.00 | \$34.50 | \$20,020 | \$62,790 | \$22,880 | \$71,760 | |
| 7 | \$12.00 | \$37.25 | \$21,840 | \$67,795 | \$24,960 | \$77,480 | |
| 8 | \$12.50 | \$40.00 | \$22,750 | \$72,800 | \$26,000 | \$83,200 | |
| 9 | \$13.75 | \$44.00 | \$25,000 | \$80,080 | \$30,000 | \$91,520 | |
| 10 | \$16.50 | \$48.00 | \$30,000 | \$87,360 | \$35,000 | \$99,840 | |
| 11 | | | \$32,500 | \$90,000 | \$37,500 | \$110,000 | |
| 12 | | | \$45,000 | \$95,000 | \$52,500 | \$115,000 | |
| 13 | | | \$50,000 | \$100,000 | \$57,500 | \$125,000 | |
| 14 | | | \$65,000 | \$135,000 | \$75,000 | \$160,000 | |
| 15 | | | \$70,000 | \$165,000 | \$80,000 | \$175,000 | |
| 16 | | | | | | | \$500 - \$7,500 |
| 17 | | | | | | | \$2,500 - \$10,000 |
| 18 | | | | | | | \$3,000 - \$25,000 |
| 19 | | | | | | | \$12,000 - \$55,000 |

**TOWN OF NEWTON
ORDINANCE 2014-25
SCHEDULE "B"**

LEVEL 1

Recreation Assistant

LEVEL 2

Assistant Pool Manager

LEVEL 3

Clerk Typist
Custodian
Grounds Maintenance Worker
Keyboarding Clerk I
Lifeguard
School Traffic Guard
Secretary
Swim Instructor

LEVEL 4

Code Enforcement Officer Trainee
Deputy Municipal Court Administrator
Keyboarding Clerk II
Laborer
Public Safety Telecommunicator Trainee
Recreation Leader
Senior Clerk Typist
Technical Assistant to Construction Official

LEVEL 5

Account Supervisor/Treasurer
Assessing Clerk
Fire Prevention Inspector
Planning/Zoning Administrator
Police Clerk
Pool Manager
Records Support Technician
Recreation Enforcement Officer
Sewer Laborer
Water Laborer
Water Meter Reader
Water/Sewer Collector

LEVEL 6

Equipment Operator
Omnibus Operator
Public Safety Telecommunicator
Public Works Repairer
Recycling Foreman
Sewer Repairer
Truck Driver
Water Repairer

LEVEL 7

Certified Tax Collector/Tax Search Officer
Park Caretaker
Parking Meter Enforcer
Payroll Clerk
Senior Public Safety Telecommunicator
Senior Sewer Repairer
Senior Water Repairer
Sewer Repairer 2
Special Police Officer
Water Repairer 2

LEVEL 8

Administrative Assistant
Court Attendant
Road Foreman
Street Foreman
Supervising Public Safety Telecommunicator
Water Foreman

LEVEL 9

Assistant Director of Public Works
Assistant Public Works Supervisor
Assistant Water/Sewer Supervisor
Sewer Plant Operator
Water Plant Operator

LEVEL 10

Code Enforcement Director
Community Development Director
Director of Public Works
Finance Director
Human Resources Director
Municipal Clerk/Registrar of Vital Statistics
Municipal Court Administrator
Municipal Department Head
Public Works Supervisor
Water/Sewer Supervisor

LEVEL 11

Police Patrolman

LEVEL 12

Police Sergeant

LEVEL 13

Chief Financial Officer
Police Lieutenant
Water/Sewer Superintendent

LEVEL 14

Police Chief

LEVEL 15

Town Manager

LEVEL 16

Assistant Emergency Management Coordinator
Assistant Right-to-Know Coordinator
Deputy Municipal Clerk
Deputy Registrar
Deputy Right-to-Know Coordinator
Right-to-Know Coordinator

LEVEL 17

Council Member
Mayor

LEVEL 18

Building Subcode Official/Inspector
Chief Combustible Inspector
Code Enforcement Officer
Deputy Code Enforcement Officer
Deputy Emergency Management Coordinator
Electrical Subcode Official/Inspector
Emergency Management Coordinator
Fire Subcode Official
Plumbing Subcode Official/Inspector
Zoning Officer

LEVEL 19

Deputy Town Manager
Municipal Judge
Recreation Supervisor
Tax Assessor

**TOWN OF NEWTON
ORDINANCE 2014-26**

**AN ORDINANCE AMENDING CHAPTER 3 “ADMINISTRATIVE CODE” TO
RELOCATE THE DEPARTMENT OF WATER AND SEWER AS A DIVISION
WITHIN THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Mayor and Town Council of the Town of Newton desire to amend various sections of the Administrative Code to relocate the Department of Water and Sewer as a Division within the Department of Public Works;

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Town Council of the Town of Newton, County of Sussex, and State of New Jersey as follows:

SECTION 1. Any references to the “Water and Sewer Department” of the Town of Newton shall be revised to instead read the “Division of Water and Sewer”. Any mention of “Water and Sewer Department” within the Town Code shall mean the “Division of Water and Sewer”, including within Chapter 228, Sewer and Water. Future codification of the Town Code shall reflect these changes.

SECTION 2. Any references to the “Superintendent of the Water and Sewer Department” of the Town of Newton shall be revised to also include “Water and Sewer Supervisor” and “Assistant Supervisor, Licensed Operator for the Water and Sewer Division”. Future codification of the Town Code shall reflect these changes.

SECTION 3. §3-26.A.8 “Department of Water and Sewer” shall be deleted in its entirety.

SECTION 4. Chapter 3, Article XIV “Department of Water-Sewer” shall be and is hereby deleted in its entirety.

SECTION 5. Chapter 3, Article X, “Department of Public Works” shall be and is hereby deleted in its entirety and is replaced in its entirety as follows.

§3-41. There shall be a Department of Public Works, the head of which shall be the Department Head known as the Director of Public Works or Supervisor of Public Works. Within the Department of Public Works, there shall be a Division of Public Works and a Division of Water and Sewer.

§3-42 Duties of Director of Public Works or Supervisor of Public Works:

The Director of Public Works or Supervisor of Public Works, subject to the direction and supervision of the Manager or his designee, shall be responsible for the proper and efficient conduct of all public works functions of the Town government and shall supervise and direct the work of the Public Works Department. Also established will be the Assistant Director of Public Works, Assistant Supervisor of Public Works, Water and Sewer Superintendent, Water and Sewer Supervisor, and an Assistant Supervisor, Licensed Operator for the Water and Sewer Division. Such positions shall be filled by the Manager as necessary for the thorough and efficient operation of the Public Works Department. The Department shall:

- A. Be responsible for all matters relating to the construction, management, maintenance and operation of the physical properties of the Town, other than office supplies, furniture and equipment.
- B. Provide mechanical services required by any department, office or agency of the Town government, except as otherwise directed by the Manager or Council.
- C. Oversee the water system and sewer system of the Town, which are consolidated pursuant to provisions of N.J.S.A. 40:62-106, as may be amended. The Council shall from time to time establish such charges, rentals, rates, fees, rules and regulations for the benefit of the Division of Water and Sewer as may be deemed necessary and proper.
- D. Maintain and repair all streets.
- E. Construct and reconstruct streets and roads, treat road surfaces and resurface streets and roads according to such standards and schedules directed or approved by the Engineer.
- F. Maintain all streets in a clean and safe condition, free of obstructions and hazards, and remove snow and ice therefrom as required.
- G. Trim, plant, care for and preserve public parks, greens, grounds and trees in the public way.
- H. Operate, maintain and repair Town buildings and properties and provide custodial and janitorial services therefor.
- I. Control the care, use and disposition of motor vehicles owned by the Town, and, for this purpose, the Division shall:
 - (1) Operate or supervise the operation of a garage or garages for the storage, servicing, repair and maintenance of Town-owned motor vehicles.
 - (2) Supervise any work done by contract for the storage, repair, servicing and maintenance of Town-owned motor vehicles or equipment.
 - (3) Control the maintenance of motor vehicles owned by the Town by maintaining individual vehicle records of mileage, costs of operation and maintenance and replacement schedules.

§3-43 Division of Water and Sewer

Within the Department of Public Works, there shall be a Division of Water and Sewer. Under the direction and supervision of the Manager, the Director of Public Works, Assistant Director of Public Works, Assistant Supervisor for Public Works, Water and Sewer Superintendent, Water and Sewer Supervisor, and the Assistant Supervisor, Licensed Operator for the Water and Sewer Division, the Division of Water and Sewer shall:

- A. Operate, maintain, and repair all components of the Town water system and the Town's sewer system.
- B. Be responsible for all matters relating to the construction, maintenance, and operation of the water system and sewer system of the Town.

SECTION 6. Severability. If any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

SECTION 7. Repealer. All ordinances or parts of ordinances or resolutions that are inconsistent or in opposition to the provisions of this Ordinance are hereby repealed in their entirety.

SECTION 8. Effective Date. This Ordinance shall take effect immediately upon adoption and publication in accordance with law.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, December 8, 2014. It will be considered for adoption, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body to be conducted at 7:00pm on Monday, December 22, 2014 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #218-2014

December 8, 2014 “Resolution of the Town of Newton, County of Sussex, New Jersey Authorizing Escrow Agreement with Newton Donuts, Inc.”

WHEREAS, Newton Donuts Inc. (the “**Entity**”) is the contract purchaser of certain real property located at Sparta Avenue, Newton, New Jersey (the “**Property**”); and

WHEREAS, the Property has been designated by the municipality as an area in need of rehabilitation pursuant to Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”), and a redevelopment plan has been adopted for the Property; and

WHEREAS, the Entity and the Town desire to explore the potential for the redevelopment of the Property, and the Entity recognizes that the Town will incur costs and expenses in connection therewith, and is willing to defray those costs, with no assurance of a particular result from the Town; and

WHEREAS, the Entity has agreed to deposit funds with the Town to be administered in accordance with the terms of the form of escrow agreement set forth at Exhibit A hereto;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Newton as follows:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Town hereby authorizes the execution of the Agreement in substantially the form attached hereto as Exhibit A and by this reference incorporated herein. The Mayor is hereby authorized to execute the Agreement in substantially the form attached hereto.

Section 3. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 4. A copy of this resolution shall be available for public inspection at the offices of the Town Clerk.

Section 5. This Resolution shall take effect immediately.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk

EXHIBIT A

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made as of the ____ day of December, 2014 by and between **NEWTON DONUTS, INC.**, a corporation formed under the laws of the State of New Jersey (the "**Entity**"), with an address at _____ and **THE TOWN OF NEWTON**, a municipal corporation of the State of New Jersey (the "**Town**" and together with the Entity, the "**Parties**"), with an address at 39 Trinity Street, Newton, New Jersey 07860.

WITNESSETH:

WHEREAS, the Entity is the contract purchaser of certain real property located on Sparta Avenue, Newton, New Jersey (the "**Property**"); and

WHEREAS, the Property has been designated by the municipality as an area in need of rehabilitation pursuant to Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), and a redevelopment plan has been adopted for the Property; and

WHEREAS, the Parties desire to explore the potential for the redevelopment of the Property, and the Entity recognizes that the Town will incur costs and expenses in connection therewith, and is willing to defray those costs, with no assurance of a particular result from the Town; and

WHEREAS, the Entity has agreed to deposit with the Town the amount of **FIVE THOUSAND and 00/100 (\$5,000.00) DOLLARS** (the "**Escrow Deposit**"), to be deposited in an escrow account and disbursed in accordance with the provisions of this Agreement to defray certain costs and expenses incurred by or on behalf of the Town arising out of or in connection with, among other things, consideration of the Entity's proposed development plans and concepts and alternatives thereto, including but not limited to, if and as appropriate, the development and adoption of amendments to the redevelopment plan for the Property (collectively, the "**Municipal Undertakings**"),

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1. Escrow Deposit.** The Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Town pursuant to the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.*, as and to the extent applicable.
- 2. Scope of Reimbursable Services.** (a) The Town shall be entitled to be reimbursed for all professional charges incurred in connection with the Municipal Undertakings defined above, the preparation and review of all related documents and materials, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Entity, the Entity's professionals, Town

staff or retained professional(s) with respect to the Municipal Undertakings (collectively, the "**Reimbursable Activities**"). **Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Agreement, and is not contingent upon the outcome of any negotiations between the Parties.**

(b) Properly reimbursable professional charges shall be reasonable and necessary and shall relate to Reimbursable Activities performed by outside consultants and professionals. Annexed hereto as **Schedule 1** is a schedule of rates to be charged by outside professionals and consultants retained by the Town as of the date of this Agreement.

3. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Town in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account (the "**Escrow Account**") referenced to this Agreement.

4. Payments from the Escrow Funds. (a) The Town shall use such funds to pay reimbursable professional charges.

(b) Professional charges paid out of the Escrow Account shall include professional charges in connection with the Reimbursable Activities. The Entity shall not be charged for any costs and expenses not associated with the Reimbursable Activities. The only costs that shall be added shall be actual out-of-pocket expenses of such professionals or outside consultants, including normal and typical expenses incurred in connection with such Reimbursable Activities.

(c) Each payment for professional services charged to the Escrow Account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-tenth hour increments, the hourly rate, and specifying properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Town on a monthly basis in accordance with the schedule and procedures established by the Town. The professional shall simultaneously send an informational copy of each voucher or statement submitted to the Town to the Entity.

5. Accounting and Additional Deposits. As reasonably requested by the Entity, the Town shall prepare and send to the Entity a statement which shall include an accounting of funds listing all deposits, interest earnings, disbursements and the cumulative balance of the Escrow Account. If at any time the balance in the Escrow Account is less than **ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS**, or if the Escrow Account otherwise contains insufficient funds to enable the Town to continue with the negotiations or document preparation, the Town shall provide the

Entity with a notice of the insufficient escrow deposit balance. The Entity shall deposit to the Escrow Account additional funds such that the total amount on deposit shall be not less than **FIVE THOUSAND and 00/100 DOLLARS**, such deposit to be made within five (5) business days of the Town's notice, failing which the Town may unilaterally cease work without liability to the Entity.

6. Close Out Procedures. Upon termination of negotiations, or upon the execution of a development or redevelopment agreement, the Entity may send written notice by certified mail to the Town, the Town Manager, the Town's Chief Financial Officer and to the relevant municipal professional(s), requesting that the remaining balance of the Escrow Deposit be refunded, or otherwise transferred to another escrow account if and as appropriate under the circumstances. After receipt of such notice, the professional(s) shall render a final bill to the Town within 30 days, and shall send a copy simultaneously to the Entity. Within 30 days of receipt of the final bill the Town shall pay all outstanding bills and render a written final accounting to the Entity detailing the uses to which the escrow funds were put. The Entity will not be responsible for any additional charges once the final accounting has been rendered by the Town in accordance with this section.

7. Disputed Charges. (a) The Entity may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Town. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within 45 days from the Entity's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Entity with an informational copy of the voucher, then the Entity shall send notice within 60 days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Entity's acceptance of the charge and a waiver by the Entity of all objections to the charge and to payment thereof out of the escrow account.

(b) During the pendency of a dispute the Town may continue to pay undisputed charges out of the Escrow Account. If a dispute over a charge is resolved in the Entity's favor after having been paid, the Town shall reimburse the Escrow Account in the amount determined to be properly disputed.

8. Governing Law. This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Sussex County, New Jersey or in a United States Court having jurisdiction in the District of New Jersey, sitting in Essex County, New Jersey, and the Entity hereby waives all objections to such venue.

9. Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

- 10. Entire Agreement; No Modification Unless in Writing.** This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.
- 11. Effective Date.** This Agreement shall not become effective unless and until the Escrow Deposit is made.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Witness or Attest:

TOWN OF NEWTON

By: _____

NEWTON DONUTS, INC.

By: _____

Schedule 1

1. **McManimon, Scotland & Baumann, LLC:** Redevelopment Counsel. \$325 per hour.
2. **J. Caldwell Associates:** Town Planner. \$115 per hour.



TOWN OF NEWTON

RESOLUTION #219-2014

December 8, 2014 **"Establish Schedule of Public Town Council Meetings for 2015"**

WHEREAS, Section 13 of the Open Public Meetings Act, approved October 21, 1975 as Chapter 231, P.L. 1975, requires every public body to post and maintain posted throughout the year a schedule of the meetings of said public body;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, Sussex County, New Jersey that the following schedule for 2015 indicates all public meetings of the Newton Town Council will be held on the second and fourth Mondays of each month, except July and August, at 7:00pm, unless otherwise indicated, in the Council Chambers, 39 Trinity Street, Newton, New Jersey; and

Council Meetings

7:00pm

| | | | | | | | |
|----------|----|-----|-----|-----------|-----|-----|----|
| January | 12 | and | 26 | July | 20 | | |
| February | 9 | and | 23 | August | 24 | | |
| March | 9 | and | 23 | September | 16* | and | 28 |
| April | 13 | and | 27 | October | 14* | and | 26 |
| May | 11 | and | 27* | November | 9 | and | 23 |
| June | 8 | and | 22 | December | 14 | and | 28 |

*Held Wednesday

Reorganizational Meeting

6:00pm

Wednesday, July 1, 2015

BE IT FURTHER RESOLVED, that, for the purposes of the Act, the official bulletin board for posting notices shall be the bulletin board in the first floor lobby of the Municipal Building at 39 Trinity Street, Newton, New Jersey, with said board being just outside the door of the Municipal Clerk's Office; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution be forwarded to the New Jersey Herald and the NJ Sunday Herald, and a copy be filed with the Municipal Clerk; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be mailed to any person requesting notices of meetings of the Town Council pursuant to N.J.S.A. 10:4-19 and whoever has paid the required fee for such notice.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #220-2014

December 8, 2014 “Concur with the Town Manager's Appointment
of Special Police Officers”

WHEREAS, within Chapter Thirty, Police Department, of the Revised General Ordinances of the Town of Newton, it indicates the Town Manager may appoint Special Police Officers for a term not to exceed one year;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body concurs with the Town Manager's appointment of the following individuals as Special Police Officers for calendar year 2015:

Class II

Raul Couce

Donald Donofrio

Kyle J. Phlegar

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #221-2014

December 8, 2014 **“Appointment of Joseph Carr as Municipal Representative to the Sussex County Water Quality Policy Advisory Committee”**

BE IT RESOLVED, by the Town Council of the Town of Newton that the Assistant Supervisor Water and Sewer, Joseph Carr, is hereby appointed as the municipality's representative to the Sussex County Water Quality Policy Advisory Committee for 2015 and will attend regular meetings of said Committee conducted on the second Thursday evening of each month at 7:30pm (or as otherwise scheduled) at the Sussex County Administrative Center on One Spring Street, Newton, New Jersey; and

BE IT FURTHER RESOLVED, that, if required, the Newton Assistant Supervisor Water and Sewer may also attend workshop meetings of the Sussex County Water Quality Policy Advisory Committee; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Chairman of the Sussex Water Quality PAC.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #222-2014

December 8, 2014 “Designation of Public Agency Compliance Officer for Calendar Year 2015”

BE IT RESOLVED, by the Town Council of the Town of Newton that Debra J. Millikin is hereby designated as the Public Agency Compliance Officer for the Town of Newton for 2015; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the NJ Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity, as requested by said agency.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #223-2014

December 8, 2014 **"Appointment of Adam Vough as Municipal Representative to the Sussex County Solid Waste Advisory Committee for 2015"**

BE IT RESOLVED by the Town Council of the Town of Newton that the Assistant Public Works Supervisor, Adam Vough, is hereby appointed as the municipality's representative to the Sussex County Solid Waste Advisory Committee to attend regular meetings of said Committee conducted on the second Tuesday evening of each month at 7:30pm (or as otherwise scheduled) at the Sussex County Administrative Center on One Spring Street, Newton, New Jersey; and

BE IT FURTHER RESOLVED that, if required, the Assistant Public Works Supervisor or his designee may also attend workshop meetings of the Sussex County Solid Waste Advisory Committee; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Chairman of the Sussex County SWAC.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #224-2014

December 8, 2014 **“Designation of Linda A. Roth as Tax Search Officer for the Town of Newton for 2015”**

WHEREAS, N.J.S.A. 54:5-11 provides that each municipality within the State of New Jersey shall designate a person to act as the Tax Search Officer for the municipality; and

WHEREAS, Linda A. Roth, as Certified Tax Collector for the Town of Newton, is qualified to make examinations of the municipalities records as to unpaid municipal liens and to certify the results of that examination;

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton hereby designates Linda A. Roth as the Tax Search Officer for the Town of Newton.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #225-2014

December 8, 2014 **“Appoint the Town Manager as Hearing Officer in all Matters of Dispute Regarding the Town of Newton for Calendar Year 2015”**

WHEREAS, certain matters may arise over the course of the year which require a hearing to be conducted for the purpose of resolving issues; and

WHEREAS, Thomas S. Russo, Jr., Town Manager of the Town of Newton, is the representative of the Governing Body, as well as the Chief Executive and Administrative Officer of the municipality;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Town Manager is hereby appointed as Hearing Officer in all matters of dispute regarding the Town of Newton for the calendar year 2015.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #226-2014

December 8, 2014 “Appointment of the Municipal Auditor for the
Town of Newton for Calendar Year 2015”

WHEREAS, the Town of Newton has a need to acquire auditing services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the anticipated term of this contract is for calendar year 2015; and

WHEREAS, auditing service is a professional service as defined by the Local Public Contracts Law and is, therefore, exempt from public bidding requirements in accordance with N.J.A.C. 40A:11-5(1)(a)(i); and

WHEREAS, Ferraioli, Wielkotz, Cerullo & Cuva, P.A. has submitted a proposal dated December 6, 2014 indicating they will provide the 2015 auditing services for \$25,470.00; and

WHEREAS, Ferraioli, Wielkotz, Cerullo & Cuva, P.A. has completed and submitted a Business Entity Disclosure Certification which certifies that Ferraioli, Wielkotz, Cerullo & Cuva, P.A. has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one year, and that the contract will prohibit the Ferraioli, Wielkotz, Cerullo & Cuva, P.A. from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available to support an agreement with Ferraioli, Wielkotz, Cerullo & Cuva, P.A. in an amount of \$25,470.00;

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Newton authorizes the Mayor to enter into a contract with Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be filed in the Municipal Clerk's office; and

BE IT FURTHER RESOLVED, that notice of this action shall be published once in the New Jersey Herald.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #227-2014

December 8, 2014 **“Authorize the Execution of an Agreement for Auditing Services for Review of Statement of Assets Available for Benefits for (LOSAP) with Ferraioli, Wielkocz, Cerullo & Cuva”**

WHEREAS, the Town of Newton will require the services of a qualified Auditor to examine the Statement of Net Assets Available for Benefits for the Town of Newton's Emergency Services Volunteer Length of Service Award Program (LOSAP) as of December 31, 2014; and

WHEREAS, auditing service is a professional service as defined by the Local Public Contracts Law and is, therefore, exempt from public bidding requirements in accordance with N.J.A.C. 40A:11-5(1)(a)(i); and

WHEREAS, Mr. Thomas M. Ferry, RMA of the accounting firm Ferraioli, Wielkocz, Cerullo & Cuva, PA has furnished an appropriate contract for said services for a maximum contract amount of \$1,500.00; and

WHEREAS, Ferraioli, Wielkocz, Cerullo & Cuva, PA has completed and submitted a Business Entity Disclosure Certification with certifies that said firm has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one year, and the contract will prohibit the firm from making any reportable contributions through the term on the contract; and

WHEREAS, the anticipated term of this contract is for calendar year 2015;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Mayor, the Town Manager and the Treasurer are hereby authorized to execute a contract on behalf of the municipality for review of their LOSAP Statement of Net Assets Available for Benefit and said contract will remain on file in the Municipal Clerk's office; and

BE IT FURTHER RESOLVED, that a copy of the fully executed contract be forwarded to Mr. Thomas Ferry, and that a notice of this award be published in accordance with the Local Public Contracts Law.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #228-2014

**December 8, 2014 "Authorize Execution of Agreement Between the
Town of Newton and the Newton Parking
Authority"**

WHEREAS, on January 15, 1982, the Town Council of the Town of Newton adopted an Ordinance authorizing the execution of an agreement with the Newton Parking Authority for the purpose of dedicating revenue from certain parking meters to said Parking Authority; and

WHEREAS, such agreements between governmental agencies and authorities may be extended each year by adoption of a Resolution of the Governing Body; and

WHEREAS, at a regular meeting of the Newton Parking Authority conducted on December 4, 2014, the members of the Authority approved an appropriate agreement for calendar year 2015 and authorized the Chairman and the Secretary to execute said agreement;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Mayor and the Municipal Clerk are hereby authorized to execute said agreement with the Newton Parking Authority, dedicating revenue from certain parking meters to said Authority and describing certain services to be performed on behalf of the Authority by the Town of Newton during calendar year 2015.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #229-2014

December 8, 2014 "Designate Newspapers that will Receive Notices Required by the NJ Open Public Meetings Act for 2015"

WHEREAS, Section 3D(2) of the Open Public Meetings Act, approved October 21, 1975 as Chapter 231, P.L. 1975, requires every public body to designate two (2) newspapers to receive notices required to be mailed, telephoned, telegraphed or hand delivered;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby designates the newspapers listed below as newspapers to receive notices required by the Open Public Meetings Act:

New Jersey Herald

New Jersey Sunday Herald

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #230-2014

December 9, 2014 “Designate Legal Newspapers for Calendar Year 2015”

BE IT RESOLVED by the Town Council of the Town of Newton that the newspapers listed below be designated as the official newspapers for the Town of Newton for legal advertising during the 2015 calendar year:

New Jersey Herald

New Jersey Sunday Herald

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #231-2014

December 8, 2014 **“Designate the Town Manager as the National Organization on Disability Representative”**

WHEREAS, the Town Manager has historically been appointed as the National Organization of Disability representative for the Town of Newton;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Newton Town Manager, Thomas S. Russo, Jr., is hereby appointed as the National Organization on Disability representative for the Town of Newton; and

BE IT FURTHER RESOLVED that the Mayor and the Town Manager are authorized to sign any documents that may be required by the National Organization on Disability to confirm this appointment.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #232-2014

December 8, 2014 **“Establish the Rate of Interest to be Charged for Non-Payment of Taxes on or Before the Due Date”**

WHEREAS, N.J.S.A. 54:4-67 permits the Governing Body of each municipality to fix the rate of interest to be charged for late payment of taxes as provided by law; and

WHEREAS, N.J.S.A. 54:6-67 has been amended to permit the fixing of said rate at eight percent (8%) per annum for the first \$1,500.00 of the delinquency and eighteen percent (18%) per annum for amounts in excess of \$1,500.00, and an additional penalty of six percent (6%) may be collected for delinquencies in excess of \$10,000.00 from property owners who fail to pay the delinquency prior to the end of the calendar year;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Tax Collector is hereby authorized and directed to charge an eight percent (8%) per annum rate of interest on the first \$1,500.00 of taxes which become delinquent after the tax due date, and a rate of eighteen percent (18%) per annum interest on any amount of taxes due in excess of \$1,500.00 which becomes delinquent after the tax due date; and

BE IT FURTHER RESOLVED, that the Tax Collector is also authorized and directed to charge an additional penalty of six percent (6%) if a delinquency is in an amount in excess of \$10,000.00 and remains in arrears beyond December 31st of each calendar year; and

BE IT FURTHER RESOLVED, that the ten (10) day grace period for quarterly tax payments shall remain in effect, that any payment of taxes not made on or before the due date in accordance with this Resolution shall be charged interest from the due date as set forth by law, and that this Resolution shall take effect immediately.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #233-2014

December 8, 2014 "Cancellation of Small Balances"

WHEREAS, N.J.S.A. 40A: 5-17.1 allows for the cancellation of property tax refunds or delinquent amounts in the amounts of less than ten (\$10.00) dollars; and

WHEREAS, the Town Council of the Town of Newton may authorize the Tax Collector to process, without any further action on the part of the Governing Body, any cancellation of property tax refunds or delinquencies of less than ten (\$10.00) dollars;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton in the County of Sussex, State of New Jersey, that the Tax Collector is hereby authorized to process the cancellation of any property tax refunds or delinquencies of less than ten (\$10.00) dollars.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #234-2014

December 8, 2014 "Appoint Local Emergency Planning Committee"

WHEREAS, Appendix A:9-41 of the NJ Statutes Annotated, and N.J.A.C. 13:64-2.3 pertaining to Emergency Management, require that every New Jersey municipality create a Local Emergency Planning Committee; and

WHEREAS, the individual appointed as the local Emergency Management Coordinator shall also be a member of, and shall serve as Chairman of, said Local Emergency Planning Committee;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby concurs with the appointment of the individuals recommended by Emergency Management Coordinator Kenneth A. Teets for membership on the Newton Local Emergency Planning Committee for calendar year 2015 as listed below:

| | |
|---------------------------|--|
| Kenneth A. Teets | Emergency Management Coordinator |
| Dan Finkle | Deputy Emergency Management Coordinator |
| Deborah Danielson | Assistant Emergency Management Coordinator |
| Chief Michael S. Richards | Newton Police Department |
| Thomas S. Russo, Jr. | Newton Town Manager |
| Jason Miller, Chief | Newton Fire Chief |
| Captain, To be determined | Newton Vol. First Aid and Rescue Squad |
| Ken Jaekel | Newton Public Works Supervisor |
| Joseph Carr | Assistant Supervisor Water and Sewer |
| Lorraine Read | Newton Municipal Clerk |
| Debra Millikin | Deputy Town Manager |
| Terri Oswin | Deputy Municipal Clerk/Assistant to Town Manager |
| Joseph Butto | Newton/Hardyston Construction Official |
| Dr. Kennedy Greene | Newton School Superintendent |
| Robert Moorehead | Radio Station WNNJ |

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #235-2014

December 8, 2014 "Designate Officials to Sign Checks"

BE IT RESOLVED by the Town Council of the Town of Newton that the Town Manager, the Town Treasurer and/or the Chief Financial Officer are hereby designated as officials authorized to sign all municipal checks, Water and Sewer Utility checks, and payroll checks during calendar year 2015.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #236-2014

December 8, 2014 **“Resolution Appointing a Hearing Officer and Alternate Pursuant to Chapter 213, Article III of the Code of the Town of Newton Related to Holding Certain Landlords Responsible for Disorderly Tenant Behavior”**

WHEREAS, Chapter 213, Article III of the Code of the Town of Newton, “Holding Certain Landlords Responsible for Disorderly Tenant Behavior”, provides that a Hearing Officer, who is a New Jersey licensed attorney who does not own or lease any property within the Town of Newton or hold any interest in the assets or profits arising from the ownership or lease of such property within the Town of Newton, shall be appointed by the Town Council; and

WHEREAS, said legal services are needed for calendar year 2015, which professional services are awarded under non-fair and open contracts pursuant to N.J.S.A. 40A:11-5;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, that the Town Council authorizes the Mayor and Municipal Clerk to execute an agreement reappointing Kellen F. Murphy, Esq. of Riker, Danzig, Scherer, Hyland, Perretti, as the Hearing Officer pursuant to Section 213-11, et seq. of the Newton Town Code; and Glenn T. Gavan, Esq. of the Law Office of Glenn T. Gavan, Esq., LLC as the alternate Hearing Officer pursuant to Section 213-11, et seq. of the Newton Town Code; and

BE IT FURTHER RESOLVED, that this Resolution and a copy of each agreement is to be provided to each attorney and shall be advertised and is on file and available for public inspection in the office of the Municipal Clerk.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk

**EMPLOYMENT AGREEMENT FOR PROFESSIONAL
SERVICES OF HEARING OFFICER**

THIS AGREEMENT, effective the _____ day of _____, 2014, is between the **Town of Newton**, hereinafter referred to as the "Town" and **Kellen F. Murphy, Esq.**, of Riker, Danzig, Scherer, Hyland, Peretti, located at One Speedwell Avenue, Headquarters Plaza, Morristown, New Jersey 07962-1981, hereinafter referred to as the "Hearing Officer".

The Town agrees as follows:

1. The Hearing Officer is being retained to give full hearing to both the complaint of the Town and to any evidence in contradiction or mitigation that the Landlord, if present or represented and offering such evidence, may present, in accordance with Newton Town Code 213-11 et seq. The Hearing Officer may consider, to the extent deemed relevant by the Hearing Officer, prior complaints about the residents of the property, even if those complaints did not result in a conviction. At the conclusion of the hearing, the Hearing Officer shall determine whether the Landlord shall be required to post a bond in accordance with the terms of Newton Town Code 213-13 and 213-14.

2. To pay as compensation for said representation \$160 per hour.

3. The term of appointment is from **January 1, 2015** through **December 31, 2015**.

The Hearing Officer agrees as follows:

1. To perform the legal services referenced herein at the rate provided.

2. To represent or advise no other client on any matter in which the Town may have a present or future interest.

3. To obtain the prior approval of the Newton Town Council or the Newton Town Manager for any billing that may exceed a total of \$2,500 for the calendar year.

The Hearing Officer is in compliance with Mandatory Affirmative Action requirements set forth in N.J.A.C. 17:27 and has attached hereto a Certificate issued in accordance with the provisions of N.J.A.C. 17:27-4, if applicable, providing evidence of compliance therewith. Further, Hearing Officer agrees that all mandatory contract language set forth in N.J.A.C. 17:27-3.4 concerning affirmative action shall be included herein and made a part hereof as if the same were set forth at length herein.

The Town Council has adopted the appropriate resolution and has or will publish notice of the award according to the New Jersey Public Contracts Law.

Political Contribution Disclosure:

This Agreement has been awarded to Kellen F. Murphy, Esq., based on the merits and abilities of Riker, Danzig, Scherer, Hyland, Peretti to provide the goods or services as described herein. This agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. The undersigned does hereby attest that Riker, Danzig, Scherer, Hyland, Peretti, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this agreement, nor will it make a reportable contribution during the term of the agreement to any political party committee in the Town of Newton if a member of that political party is serving in an elective public office of the Town when the agreement is awarded, or to any candidate committee of any person serving in an elective public office of the Town when the agreement is awarded.

Changes and Amendments:

The Town Council may from time to time request changes or amendments in the scope of the services of the Hearing Officer to be performed. Changes or amendments, including any increase or decrease in the amount of the Hearing Officer's compensation, which are mutually agreed upon by and between the Town Council and the Hearing Officer shall be incorporated into written amendments to this Agreement and submitted to the Town Council for approval. No change or amendment which alters the scope of services or increases or decreases the amount of the Attorney's compensation shall be valid or binding unless authorized as set forth above.

Kellen F. Murphy, Esq.

By: _____
E. Kevin Elvidge, Mayor
TOWN OF NEWTON

ATTEST:

Lorraine Read,
Municipal Clerk

vrk
N:\USERS\Clients\7562-8 Newton-Personnel-Employee\hearing officer - PROF SERV AGRMNT - murphy.doc
12/03/14

**EMPLOYMENT AGREEMENT FOR PROFESSIONAL
SERVICES OF HEARING OFFICER**

THIS AGREEMENT, effective the _____ day of _____, 2014, is between the **Town of Newton**, hereinafter referred to as the "Town" and **Glenn T. Gavan, Esq.**, of the Law Offices of Glenn T. Gavan, located at 35 Sparta Avenue, Sparta, New Jersey 07871, hereinafter referred to as the "Hearing Officer".

The Town agrees as follows:

1. The Hearing Officer is being retained to give full hearing to both the complaint of the Town and to any evidence in contradiction or mitigation that the Landlord, if present or represented and offering such evidence, may present, in accordance with Newton Town Code 213-11 et seq. The Hearing Officer may consider, to the extent deemed relevant by the Hearing Officer, prior complaints about the residents of the property, even if those complaints did not result in a conviction. At the conclusion of the hearing, the Hearing Officer shall determine whether the Landlord shall be required to post a bond in accordance with the terms of Newton Town Code 213-13 and 213-14.

2. To pay as compensation for said representation \$160 per hour.
3. The term of appointment is from **January 1, 2015** through **December 31, 2015**.

The Hearing Officer agrees as follows:

1. To perform the legal services referenced herein at the rate provided.
2. To represent or advise no other client on any matter in which the Town may have a present or future interest.

3. To obtain the prior approval of the Newton Town Council or the Newton Town Manager for any billing that may exceed a total of \$2,500 for the calendar year 2014.

The Hearing Officer is in compliance with Mandatory Affirmative Action requirements set forth in N.J.A.C. 17:27 and has attached hereto a Certificate issued in accordance with the provisions of N.J.A.C. 17:27-4, if applicable, providing evidence of compliance therewith. Further, Hearing Officer agrees that all mandatory contract language set forth in N.J.A.C. 17:27-3.4 concerning affirmative action shall be included herein and made a part hereof as if the same were set forth at length herein.

The Town Council has adopted the appropriate resolution and has or will publish notice of the award according to the New Jersey Local Public Contracts Law.

Political Contribution Disclosure:

This Agreement has been awarded to Glenn T. Gavan, Esq., based on the merits and abilities of Glenn T. Gavan, Esq. to provide the goods or services as described herein. This Agreement was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. The undersigned does hereby attest that Glenn T. Gavan, Esq, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this agreement, nor will it make a reportable contribution during the term of the agreement to any political party committee in the Town of Newton if a member of that political party is serving in an elective public office of the Town when

the agreement is awarded, or to any candidate committee of any person serving in an elective public office of the Town when the agreement is awarded.

Changes and Amendments:

The Town Council may from time to time request changes or amendments in the scope of the services of the Hearing Officer to be performed. Changes or amendments, including any increase or decrease in the amount of the Hearing Officer's compensation, which are mutually agreed upon by and between the Town Council and the Hearing Officer shall be incorporated into written amendments to this Agreement and submitted to the Town Council for approval. No change or amendment which alters the scope of services or increases or decreases the amount of the Attorney's compensation shall be valid or binding unless authorized as set forth above.

Glenn T. Gavan, Esq.

By: _____
E. Kevin Elvidge, Mayor
TOWN OF NEWTON

ATTEST:

Lorraine Read,
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #237-2014

December 8, 2014 **“Authorize the Tax Assessor, the Town Attorney and the Town Manager to Act on the Behalf of the Town of Newton for Calendar Year 2015 with Regard to Tax Appeals”**

BE IT RESOLVED, by the Town Council of the Town of Newton that the Municipal Tax Assessor and the Town Attorney are hereby authorized to defend all contest appeals before the Sussex County Board of Taxation and the Tax Court of the State of New Jersey; and

BE IT FURTHER RESOLVED, that the Municipal Tax Assessor and the Town Attorney are also hereby authorized to initiate municipal appeals to correct the Town of Newton tax listing including, but not limited to, rollback complaints, added and omitted assessment complaints, and such other appeals as may be necessary to correct the assessments for the Town of Newton; and

BE IT FURTHER RESOLVED, that the Municipal Assessor, the Municipal Attorney, and the Town Manager are hereby designated as the agents of the Town of Newton for the purpose of signing settlements of the foregoing matters by stipulation for the 2015 Calendar Year.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #238-2014

December 8, 2014

“Designate Chief Financial Officer/Finance Director as the Individual Authorized to Sell Bond Anticipation Notes”

WHEREAS, it is necessary from time to time for the Town of Newton to sell Bond Anticipation Notes or other Notes for the benefit of the municipality; and

WHEREAS, the Chief Financial Officer/Finance Director is the individual responsible for maintaining the financial records of the Town of Newton;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton as follows:

- 1) The Chief Financial Officer/Finance Director is hereby authorized to sell Bond Anticipation Notes and directed to determine all matters in connection with said Notes not determined by this or subsequent Resolutions.
- 2) The Chief Financial Officer/Finance Director is directed to report in writing to the Governing Body at the meeting next succeeding the date when the sale or delivery of Notes pursuant to this Resolution is made. Such report is to include the amount, description, interest rate, maturity of the Notes sold, the price obtained, and the name of the purchaser.
- 3) This Resolution shall take effect immediately upon its adoption.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #239-2014

December 8, 2014 **“Authorize Execution of a Shared Services Agreement for Animal Control and Pound Services with the Township of Wantage Covering Calendar Year 2015”**

WHEREAS, the Town of Newton desires to enter into a shared service agreement with the Township of Wantage for animal control and pound services; and

WHEREAS, the annual fee for the calendar year 2014 is \$16,360; and

WHEREAS, sufficient funds have been appropriated in the Town of Newton Operating Budget for calendar year 2015 for said services;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Mayor and the Municipal Clerk are hereby authorized to execute an agreement for animal control and pound services, in duplicate, with the Township of Wantage for calendar year 2015; and

BE IT FURTHER RESOLVED that a copy of said agreement shall be placed on file in the Municipal Clerk's office and available for public viewing.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

THIS AGREEMENT, effective upon the 1st day of January 2015, By and Between

THE TOWNSHIP OF WANTAGE, a municipal corporation of the State of New Jersey, hereinafter referred to as "Provider", and

THE TOWN OF NEWTON, a municipal corporation of the State of New Jersey, Hereinafter referred to as "Recipient"

WITNESSETH, that Wantage and Newton, for the consideration hereinafter named and pursuant to the Uniform Shared Services and Consolidation Act, NJSA 40A:65-1 et seq. agrees as follows:"

ARTICLE II: ACTIVITIES

A. Services To Be Provided

The Provider shall provide the services of its **Animal Control Officer** to enforce the Recipient's Animal Control Ordinance and relevant state statutes during the course of the term of this agreement, pursuant to Attachment "A".

The Provider agrees to accept, hold and dispose of all dogs and cats from the municipality of the Recipient, which shall be delivered to the **Wantage Township Municipal Dog Pound Facility** in accordance with the statutes applicable thereto, and the rules and regulations of the New Jersey State Department of Health. Food, shelter and care for such dogs and cats during the holding period will be provided and the Provider will, when necessary, dispose of such dogs and cats at the end of the holding period. After delivery of dog(s) and/or cat(s) by Recipient to Provider, the Provider shall have exclusive control and full responsibility for the holding and disposal of such dog(s) and/or cat(s).

B. Hours of Operation; Routes

The Animal Control Officer of the Provider shall be available during regular business hours and after hours, as needed. In the event that the Animal Control Officer is unavailable for a response, the Provider shall locate another certified Animal Control Officer to provide the service required. The Provider shall furnish the Recipient with the phone and/or beeper numbers for the Animal Control Officer. Normal response time shall be within 40 minutes of having received a Request For Service.

The Dog Pound Facility shall be maintained open to the general public for the benefit of the Recipient's citizens in accordance with state law, a minimum of two hours per day, seven days a week. Additional access to the facility shall be provided to authorized personnel of the recipient upon request, during regular business hours.

ARTICLE III: COMPENSATION

- A. The Recipient shall pay the Provider the annual sum of \$16,360, payable in quarterly installments, in compensation for the services provided herein.
- B. Upon providing an animal control response in the jurisdiction of the Recipient's boundaries, if the ACO or his/her duly designated representative finds that an animal is injured to the point of requiring immediate veterinary care, the animal shall be transported to a veterinarian prior to being brought to the Wantage Dog Pound for the purpose of securing the required veterinary care. Any costs incurred to the Veterinarian by such veterinary care are not covered under the terms of this animal control contract, and the Recipient shall be responsible for paying the cost incurred directly to the veterinarian.

ARTICLE IV: DURATION OF CONTRACT; TERMS OF AMENDMENT

A. Duration

The Provider agrees to provide the services named in Article II for calendar year 2015.

B. Amendment

This agreement may be amended or extended at any time by mutual agreement of the parties provided that such amendment is reduced to writing, executed by the chief administrative official of each party or his/her designated representative, and specifies the date the provisions of such amendment shall be effective.

C. Termination

This agreement may be terminated in writing by either party on any of the following dates: March 31, June 30, or September 30, with at least two weeks advance written notification. No further quarterly payments shall be owed after the termination date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

TOWNSHIP OF WANTAGE

Signed: _____
Mayor, Township Of Wantage

Attest: _____
Municipal Clerk

TOWN OF NEWTON

Signed: _____
Mayor, Town of Newton

Attest: _____
Municipal Clerk

Attachment “A”

Wantage Township maintains staggered hours for our certified animal control officers during the work day, providing clients with “on duty” service from 8:00 a.m. through 6:00 p.m., Monday through Friday. Experience shows that animal control calls are prevalent during late afternoon-early evening, when pet owners come home from work and situations unfold.

Wantage Township makes an estimate of the number of off-duty call outs (evenings and weekends) that can be expected from a community during a given calendar year, and charges a flat rate accordingly for that year’s ACO and pound service. **Newton’s estimated off-duty calls for the year 2015 is 12 callouts.** If, by the end of a calendar year, it becomes evident that the community being served expects a greater amount of off-duty service than that which was anticipated, Wantage Township would need to adjust the amount being charged as a service fee in the next year beyond the normal COLA adjustment.

As a cost saving measure, Wantage Township identifies “emergency” vs. “non-emergency” situations for animal control. When Wantage Township has an ACO on duty, Wantage will respond to any request for animal control in a client community. During off-duty hours (evenings, holidays and weekends), Wantage Township will request that the client’s Police Department and/or other designated representative make a value judgment regarding whether or not the request for animal control service warrants an “emergency” situation.

Situations involving a dog barking complaint do not require a physical response from an ACO during off-hours. Neither does a complaint about a dog running at large, if the dog is not causing damage, danger or harm to any person or other animal. Both of these situations could be deemed to be “non-emergency”, and dealt with as follow up activity during the next regular work day. Similarly, concerns that people may have regarding seeing a skunk or raccoon during an evening would not warrant an immediate response, as both of these animals are nocturnal by nature.

If a person calls to report a habitual “dog running loose” situation during off hours, it is likely that by the time a response is offered that same night, the dog would already be gone and the expense of the call out would be wasted. Instead, Wantage Township would offer to work with the person complaining, to identify likely days and hours that a special patrol would take place in the coming several weeks, so that if the dog is seen, an immediate response can be made when the person telephones with a request for service.

“Emergency” situations are clear cut in most situations: any situation involving an animal bite or scratch that affects a person or another animal; any time a person is confronted with a situation in which they believe that their personal safety is being threatened; any situation in which a member of the public has reason to suspect that an animal may have rabies; ... all of these situations warrant an immediate response, regardless of time of day or day of week.

There will, of course, be some situations in which it is difficult to decide whether or not the request involves an emergency or non-emergency situation. Wantage requests the police officer or other designated client representative to make a value judgment based on the situation. If the police officer or other designated client representative is not sure, then treat it as an emergency situation and Wantage will respond.



TOWN OF NEWTON

RESOLUTION #240-2014

December 8, 2014 **“Appointment of Helen R. Le Frois as an Alternate Member of the Newton Planning Board”**

WHEREAS, there is currently a vacancy on the Town of Newton Planning Board for Alternate Position #2; and

WHEREAS, Helen R. Le Frois has expressed an interest in serving on the Planning Board as an Alternate Member;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that Helen R. Le Frois is hereby appointed to an unexpired two-year term as Alternate Member #2 of the Newton Planning Board, effective immediately with said term continuing to December 31, 2015.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #241-2014

December 8, 2014 “Reappointment of Dr. Nancy Craddock to the
Advisory Board of Health”

BE IT RESOLVED, by the Town Council of the Town of Newton that Dr. Nancy Craddock is hereby reappointed to a full five-year term on the Advisory Board of Health, effective January 1, 2015 and continuing through December 31, 2019.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #242-2014

December 8, 2014 "Transfer of School Monies for the Period from January 1, 2015 to June 30, 2015"

BE IT RESOLVED, by the Town Council of the Town of Newton that the Town Treasurer be authorized to turn over to the Treasurer of School Monies, as monies become available, \$6,068,528.00 to meet the obligations of the Newton Board of Education, exclusive of Debt Service, in accordance with the Statutes and the request of the Board of Education of Newton;

| | |
|--|---------------------|
| Amount of Tax Voted (Exclusive of Debt Service) | \$12,137,057.00 |
| Amount Received to Date | 6,068,529.00 |
| Amount of This Request | <u>6,068,528.00</u> |
| Balance Due Board of Education | .00 |

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #243-2014

December 8, 2014 **“Authorize the Execution of an Agreement for Calendar Year 2015 with the Deputy Municipal Public Defender”**

WHEREAS, the professional services of a Deputy Municipal Public Defender may be needed by the Town of Newton during calendar year 2015; and

WHEREAS, Daniel P. Agatino, J.D., Ph.D., has expressed an interest in serving as Deputy Municipal Public Defender; and

WHEREAS, an appropriate agreement for said services has been prepared for execution by both parties; and

WHEREAS, legal services are a professional service as defined by the Local Public Contracts Law and is, therefore, exempt from public bidding requirements in accordance with N.J.A.C. 40A:11-5(1)(a)(i) and the candidate complies with all requirements for appointment without public bidding under N.J.S. 19:44A-1 et seq;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby authorizes the Mayor and Municipal Clerk to execute an agreement, in duplicate, with Daniel P. Agatino, J.D., Ph.D. to permit him to perform the services of Deputy Municipal Public Defender during 2015; and

BE IT FURTHER RESOLVED that a fully executed copy of the agreement and a certified copy of this Resolution be forwarded to Daniel P. Agatino, J.D., Ph.D. and the Municipal Judge, the Hon. John E. Mulhern.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON

RESOLUTION AND AGREEMENT
FOR PROFESSIONAL SERVICES

DEPUTY MUNICIPAL PUBLIC DEFENDER

WHEREAS, there exists a need for special counsel to be appointed as Deputy Municipal Public Defender to represent defendants before the Town of Newton Municipal Court for calendar year 2015; and

WHEREAS, the Town has provided funds for expenditures dealing with such matters in the Municipal Budget and funds have been certified as being available by the Chief Financial Officer; and

WHEREAS, Daniel P. Agatino, J.D., Ph.D., has agreed to perform the services of Deputy Municipal Public Defender at a rate of \$150.00 per client, which the Newton Town Council deems fair and equitable for said professional services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "professional services" without competitive bids and the Contract itself, must be available for public inspection;

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Newton as follows:

1. The Mayor and Clerk of the Town of Newton are hereby authorized and directed to execute a duplicate of this resolution which shall act as the authority and agreement between the Town of Newton and Daniel P. Agatino, J.D., Ph.D., providing for his retention as Deputy Municipal Public Defender in and on behalf of the Town of Newton for calendar year 2015.
2. The services to be rendered by Daniel P. Agatino, J.D., Ph.D., shall be on a per defendant basis, on an as needed requirement, as sought by certain defendants required to appear before the Newton Municipal Court, at a rate of \$150.00 per client.
3. This contract is awarded without competitive bidding as a "professional service", in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, because Daniel P. Agatino, J.D., Ph.D., is a licensed attorney of the State of New Jersey, and as such is duly qualified as a professional to carry out the subject services, which are expressly exempt from the Local Public Contracts bidding requirements and the candidate complies with all requirements for appointment without public bidding under N.J.S. 19:44A-1 et seq.
4. Notice of this action shall be printed once in the *New Jersey Herald*.

ATTEST:

TOWN OF NEWTON

Lorraine A. Read, RMC, Municipal Clerk

E. Kevin Elvidge, Newton Mayor

I hereby acknowledge executing this duplicate Resolution and agree to be bound by its terms, covenants and conditions for the year 2015.

Date: _____

Daniel P. Agatino, J.D., Ph.D.



TOWN OF NEWTON

RESOLUTION #244-2014

December 8, 2014 **“Designate Banks as Depositories for Calendar Year 2015”**

BE IT RESOLVED, by the Town Council of the Town of Newton that the following policy is hereby adopted pertaining to Town funds for calendar year 2015:

1) The cash management and investment objectives for the Town of Newton include preservation of capital, adequate safekeeping of assets, maintenance of liquidity to meet operating needs, diversification of the Town's portfolio to minimize risks associated with individual investments, and investment of assets in accordance with State and Federal laws and regulations.

2) The following banks are hereby authorized to be used as depositories for Town funds:

PNC Bank
Bank of New York Mellon (Chase)
New Jersey Cash Management Fund
Sussex Bank
Lakeland Bank
First Hope Bank
Santander Bank (Sovereign Bank)
TD Bank
Highland State Bank
Valley National Bank
Wells Fargo Bank, N.A.

Beginning with the filing of September 30, 2010 a list of banks that participate in the Governmental Unit Deposit Protection Act (GUDPA) and the type of certificate of eligibility is available quarterly from the State of New Jersey, Department of Banking and Insurance website: http://www.state.nj.us/dobi/division_banking/depositories/gudpa.htm. The Chief Financial Officer/Finance Director will review this site and provide the Town Auditor with a copy of this list.

The above designated official depositories are required to submit to the Chief Financial Officer/Finance Director a copy of the institution's "Annual Report" each year. This may also be satisfied electronically.

3) All funds shall be deposited within 48 hours of receipt, in accordance with N.J.S.A. 40A:5-15.

The Chief Financial Officer/Finance Director shall minimize the possibility of idle cash accumulating in accounts by assuring that the amounts in excess of negotiated compensating balances are kept in interest bearing accounts or promptly swept into the investment portfolio.

The method of calculating banking fees and compensating balances shall be reviewed on a monthly basis.

Investment decisions shall be guided by the cash flow projections prepared by the Chief Financial Officer/Finance Director.

4) Permissible investments for the Town of Newton shall include a) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America; b) government money market mutual funds; c) any Federal agency or instrumentality obligation authorized by Congress that matures within 397 days from the date of purchase and has a fixed rate of interest not dependent on any index or external factors; d) Bonds or other obligations of the local unit or school districts of which the local unit is a part; e) any other obligations with maturities not exceeding 397 days, as permitted by the Division of Investments; f) local government investment pools; g) New Jersey State Cash Management Fund; and h) repurchase agreements of fully collateralized securities.

5) The Chief Financial Officer/Finance Director is authorized and directed to make investments on behalf of the Town of Newton. All investment decisions shall be consistent with this plan and all appropriate regulatory constraints.

6) Securities purchased on behalf of the Town of Newton shall be delivered electronically or physically to the Town's custodial bank, which shall maintain custodial and/or safekeeping accounts for such securities on behalf of the Town.

7) The Chief Financial Officer/Finance Director shall report to the Town Council all purchases of investments in accordance with N.J.S.A. 40A:5-15.2.

8) The Cash Management Plan shall be subject to annual audit conducted pursuant to N.J.S.A. 40A:5-14.

9) The Chief Financial Officer/Finance Director shall escheat to the State of New Jersey checks which remain outstanding for twelve or more months after the date of issuance.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #245-2014

December 8, 2014 “Appointment of Keith Mitchell of the Mitchell Insurance Agency as Insurance Agent”

WHEREAS, the Town Council of the Town of Newton previously appointed local insurance agents to provide insurance coverage on behalf of the municipality; and

WHEREAS, said insurance services will be needed during calendar year 2015;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that Mr. Keith Mitchell, of the Mitchell Agency, 29 Trinity Street, Newton, NJ 07860 be named as agent of record effective January 1, 2015 for the following insurance policies:

- | | |
|-----------------------------|------------------|
| a) Package | SIF2015-07860NEW |
| b) Workers' Compensation | WC1407860NEW |
| c) Umbrella Policy | S1730038 |
| d) Fire Accident Insurance | VFP-4231-8172D-0 |
| e) Fire Life AD&D Insurance | G600592-0001 |

BE IT FURTHER RESOLVED, that the above named insurance agent is appointed to provide insurance services without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A:11-1(1)(a) of the Local Public Contracts Law, because the services to be provided are of a nature requiring specific professional skills and knowledge; and

BE IT FURTHER RESOLVED, that notice of this action shall be published once in the New Jersey Herald.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #246-2014

December 8, 2014 “Appointment of Marge Caffrey as Senior Citizen
Coordinator for the Town of Newton for 2015”

BE IT RESOLVED, by the Town Council of the Town of Newton that Marge Caffrey be and is hereby appointed as the Senior Citizen Coordinator for the Town of Newton during calendar year 2015.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #247-2014

**December 8, 2014 "Reappointment of Harry Kaplan as a Class C
Member of the Historic Preservation Advisory
Commission"**

BE IT RESOLVED, by the Town Council of the Town of Newton Harry Kaplan is each hereby reappointed to a four (4) year term on the Historic Preservation Advisory Commission as a Class C member effective January 1, 2015 with said term continuing to December 31, 2018.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #248-2014

December 8, 2014 “Reappointment of Gary Marion and Kent Hardmeyer to the Newton Planning Board”

BE IT RESOLVED, by the Town Council of the Town of Newton that Gary Marion and Kent Hardmeyer are each hereby reappointed to the Newton Planning Board, effective January 1, 2015 as follows:

- a. Gary Marion – Regular Member, four (4) year appointment expiring on December 31, 2018.
- b. Kent Hardmeyer – Regular Member, four (4) year appointment expiring on December 31, 2018.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #249-2014

December 8, 2014 “Reimburse Town Employees for Vehicle Expenses”

WHEREAS, certain Town of Newton employees use their private vehicles in connection with Town business; and

WHEREAS, such employees routinely use their vehicles for travel within Sussex County; and

WHEREAS, it is appropriate to reimburse said Town employees for use of their personal vehicles;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the employees listed below receive the following quarterly allowances for all vehicular trips within Sussex County effective January 1, 2015:

| <u>Employee</u> | <u>Position</u> | <u>Estimated Miles/Qtr.</u> | <u>Quarterly Amount</u> |
|-----------------|-----------------------|-----------------------------|-------------------------|
| Debra Millikin | Deputy Town Manager | 250 miles | \$140.00 |
| Scott Holzhauer | Tax Assessor | 200 miles | \$112.00 |
| Michael Teets | Deputy Fire Chief | 200 miles | \$112.00 |
| Kerry Deckert | Recreation Supervisor | 150 miles | \$84.00 |

BE IT FURTHER RESOLVED that for out-of-town business trips, employees and officers of the Town of Newton who use their personal means of transportation shall be reimbursed, in accordance with the IRS standard allowance for business miles driven, in effect at the time of travel, from Newton to the point of destination and return during calendar year 2015.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #250-2014

December 8, 2014 **“Authorize the Release of Executive Session Minutes to the Public”**

WHEREAS, the Newton Mayor and Council met in Executive Session on certain occasions; and

WHEREAS, as a result of these Executive Sessions, minutes were prepared and approved by the Mayor and Council although the minutes were not released to the public; and

WHEREAS, the Town Attorney, Town Clerk, and Town Manager have reviewed such approved minutes and recommend the release of certain meeting minutes to the public;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Newton, in the County of Sussex, and State of New Jersey that the minutes of the following Executive Sessions be released to the public:

9/10/14

9/22/14

10/27/14

BE IT FURTHER RESOLVED, that these specified minutes may be released to the public upon request.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #252-2014

December 8, 2014 "Reappointment of Emergency Management
Coordinator"

BE IT RESOLVED by the Town Council of the Town of Newton that Kenneth A. Teets is hereby reappointed to a three-year term as Emergency Management Coordinator for the Town of Newton, in accordance with State law. Said term will expire on December 31, 2017.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #253-2014

December 8, 2014 **“Appointment of Jarrod C. Cofrancesco, Esq., as the Town of Newton’s Alternate Municipal Prosecutor for Calendar Year 2015”**

WHEREAS, Jonathan E. McMeen, Esq., currently serving as the Town of Newton’s Municipal Prosecutor, has indicated that an Alternate Municipal Prosecutor may be needed by the Town of Newton during calendar year 2015; and

WHEREAS, Jarrod C. Cofrancesco, Esq., has expressed an interest in serving as Newton’s Alternate Municipal Prosecutor; and

WHEREAS, compensation for said services will be the sole responsibility of Jonathan E. McMeen, Esq.; and

WHEREAS, legal services is a professional service as defined by the Local Public Contracts Law and is, therefore, exempt from public bidding requirements in accordance with N.J.A.C. 40A:11-5(1)(a)(i);

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that we hereby appoint Jarrod C. Cofrancesco, Esq. as the Town of Newton’s Alternate Municipal Prosecutor for the calendar year 2015; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to Jarrod C. Cofrancesco, Esq., Jonathan E. McMeen, Esq., Frances Koch, Sussex County Prosecutor and the Town of Newton Municipal Judge, the Hon. John E. Mulhern.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #254-2014

December 8, 2014 “Appointment of Jessica C. Caldwell, P.P.,
A.I.C.P., as Town Planner for Calendar Year 2015”

WHEREAS, the Town of Newton requires the services of a qualified Planning Consultant for the Town of Newton on an annual basis; and

WHEREAS, planning services is a professional service as defined by the Local Public Contracts Law and is, therefore, exempt from public bidding requirements in accordance with N.J.A.C. 40A:11-5(1)(a)(i); and

WHEREAS, Jessica C. Caldwell, P.P., A.I.C.P., of J. Caldwell & Associates has submitted a *Scope of Services* proposal outlining the services to be provided; and

WHEREAS, the anticipated term of this contract is one (1) year ending December 31, 2015;

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton hereby reappoints Ms. Jessica Caldwell of J. Caldwell & Associates, LLC as Town Planner for calendar year 2015 based on her *Scope of Services* proposal attached hereto dated December 3, 2014; and

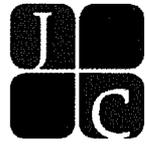
BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to Ms. Caldwell, at J. Caldwell & Associates, LLC; and

BE IT FURTHER RESOLVED, that notice of this action shall be published once in the New Jersey Herald.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk

 **J Caldwell**
& ASSOCIATES LLC
PLANNING CONSULTING SERVICES

December 3, 2014

Town of Newton
39 Trinity Street
Newton, NJ 07860

ATTN: Thomas S. Russo, Jr., Town Manager

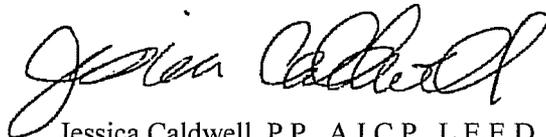
RE: Town Planner Proposal for Town of Newton

Dear Mr. Russo:

Attached please find a scope of services and hourly rates proposal for the position of Town Planner for the Town of Newton from J. Caldwell & Associates, LLC for 2015.

Please do not hesitate to contact me if you have any questions or require further information.

Very truly yours,



Jessica Caldwell, P.P., A.I.C.P., L.E.E.D. –G.A.
Principal Planner
J. Caldwell & Associates, LLC

Enclosures

Town Planner Proposal Town of Newton, Sussex County

Scope of Services

1. Ms. Jessica Caldwell, P.P.,A.I.C.P., of J. Caldwell & Associates, LLC will provide planning services to the Town of Newton at the hourly rates listed below on an as needed basis as requested by the Town Manager, Deputy Manager, Mayor and Council.
2. Ms. Caldwell will furnish planning services to the Newton Planning Board when requested. Ms. Caldwell is available to attend meetings on the third Wednesday of the month.
3. Ms. Caldwell will appear before administrative agencies and boards to represent the interests of the Town.
4. Ms. Caldwell will provide planning services for the update of the Town's Master Plan.
5. Ms. Caldwell will perform other planning services and tasks as assigned by the Town Council, Town Manager, Planning Board and Office of Community Development.

2014 Hourly Rates

| | |
|--|-------|
| Professional Planner | \$118 |
| Jessica C. Caldwell, P.P., A.I.C.P., L.E.E.D. – G.A. | |

Support Staff:

| | |
|------------------------------------|-------|
| Associate Planner/GIS Mapping..... | \$100 |
|------------------------------------|-------|



TOWN OF NEWTON

RESOLUTION #255-2014

December 8, 2014 **“Authorizing the Town of Newton to Enter into an Interlocal Services Agreement Between the Town of Newton and Green Township for the Consolidation of their Municipal Courts”**

WHEREAS, the Town of Newton and the Township of Green each presently have independent municipal courts; and

WHEREAS, Newton and Green have determined it is in their best interests for purposes of economy and efficiency, to consolidate operations, including the daily functions and court sessions of both municipalities' courts; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1(c), two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint the same persons and judges and administrators without establishing a “joint municipal court”; and

WHEREAS, where municipal courts share facilities in such a manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, pursuant to the *Uniform Shared Services and Consolidation Act*, N.J.S.A. 40A:65-1, Newton and Green have authority to enter into an agreement to provide for the sharing of such municipal court services; and

WHEREAS, each municipality desires to maintain their respective municipal courts and not create a Joint Municipal Court; but share municipal services as set forth in the attached “Interlocal Services Agreement between the Town of Newton and Green Township for the Consolidation of their Municipal Courts”;

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Newton that the Mayor and Municipal Clerk are hereby authorized to execute the attached “Interlocal Services Agreement between the Town of Newton and Green Township for the Consolidation of their Municipal Courts”.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk

INTERLOCAL SERVICES AGREEMENT

BETWEEN

THE TOWN OF NEWTON

AND

GREEN TOWNSHIP

FOR THE CONSOLIDATION OF THEIR MUNICIPAL COURTS

THIS AGREEMENT, made on this 8th day of December, 2014, by and between the Town of Newton, a municipal corporation in the County of Sussex, State of New Jersey, with offices at 39 Trinity Street, Newton, New Jersey 07860, hereinafter referred to as “Newton” and Green Township, a municipal corporation in the County of Sussex, State of New Jersey, with offices at 150 Kennedy Road, Tranquility, New Jersey 07879, hereinafter referred to as “Green”;

WHEREAS, Newton and Green each have independent municipal courts; and

WHEREAS, for the purposes of economy and efficiency, Newton and Green believe it is in each of their respective interests to consolidate the operations, including the daily functions and court sessions of both municipalities’ courts to one location; and

WHEREAS, in an effort to achieve an efficient and economically beneficial court system, Newton and Green wish to mutually appoint certain positions within the municipal court system and share costs for certain other expenses; and

WHEREAS, Newton and Green each desire to maintain their respective municipal courts and not create a “Joint Municipal Court” as defined in N.J.S.A. 2B:12-1(b); and

WHEREAS, N.J.S.A. 2B:12-1(c) expressly provides that two or more municipalities, by ordinance or resolutions, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint the same persons and judges and administrators without establishing a joint municipal court; and

WHEREAS, where municipal courts share facilities in such a manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1, the Uniform Shared Services and Consolidation Act, Newton and Green are empowered to enter into an agreement to provide for the sharing of said municipal court services.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth herein, Newton and Green agree as follows:

I. Scope of Agreement

Newton and Green agree to provide for the consolidated operation of each municipality's independent municipal court and the provisions set forth below shall govern each parties' responsibilities for the provision of said services. Furthermore, the following shall be applicable to this Agreement:

- A. The recital clauses set forth hereinabove are hereby made an integral part of this Agreement.
- B. This Agreement is being made pursuant to Uniform Shared Services and Consolidation Act N.J.S.A.40A:65-1, wherein any municipality may enter into an Agreement to perform any service for any other municipality as allowed by law.
- C. Wherein this Agreement the terms "party", "parties", "municipality", or "municipalities" are used, the use of such terms are to be interchangeable and specifically refer to Green Township and the Town of Newton.

II. When Effective

Within thirty (30) days of the date of the execution and ratification of this Agreement, Newton and Green shall adopt a resolution or ordinance to create the Shared Court pursuant to N.J.S.A. 2B:12-1(c). The actual operation of the Shared Court shall commence on January 1, 2015 or as soon thereafter as the authorizing resolutions and/or ordinances become effective.

III. Sites of Municipal Courts

The parties agree that the daily operations and court sessions of the Green Municipal Court and the Newton Municipal Court will be hereinafter conducted in facilities located within the Town of Newton Municipal Building.

IV. Judicial, Prosecutorial, and Public Defender Appointments

A. The parties agree that one individual Judge shall preside in both the Newton Municipal Court and the Green Municipal Court. Upon the execution and ratification of this Agreement, the parties shall appoint the Municipal Court Judge of the Newton Municipal Court as the Judge of both Municipal Courts in accordance with the procedures established by law. Green shall take all necessary steps as required by law to appoint the Judge of the Newton Municipal Court as the Judge of the Green Municipal Court within thirty (30) days of the execution and ratification of this Agreement. The parties further agree that any subsequent appointment for the position of Municipal Court Judge when a vacancy occurs (other than the expiration of the term of any appointment) shall be for a single Judge to preside over each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after consultation with the Green Township Governing Body. Following the procedure set forth earlier in this paragraph, Green shall take all necessary steps as required by law to appoint the Judge of the Newton Municipal Court as the Judge of the Green Municipal Court within thirty (30) days of each successive appointment.

- B. The parties agree that one individual Prosecutor shall prosecute for both the Green Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this Agreement, the Newton Municipal Court Prosecutor shall be appointed by the parties as the Municipal Court Prosecutor for each municipality. Green shall take all necessary steps as required by law to appoint the Prosecutor of the Newton Municipal Court as the Prosecutor of the Green Municipal Court within thirty (30) days of the execution and ratification of this Agreement. The parties further agree that any subsequent appointment for the position of Municipal Court Prosecutor when a vacancy occurs (other than the expiration of the term of any appointment) shall be for a single Prosecutor to represent the State in each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after consultation with the Green Township Governing Body. Following the procedure set forth earlier in this paragraph, Green shall take all necessary steps as required by law to appoint the Prosecutor of the Newton Municipal Court as the Prosecutor of the Green Municipal Court within thirty (30) days of each successive appointment. The parties further agree that one alternate Prosecutor shall be chosen by Newton to serve each Municipal Court upon the execution and ratification of this Agreement.
- C. The parties agree that one individual Public Defender shall provide public defense services for both the Green Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this agreement, the Newton Municipal Court Public Defender shall be appointed by the parties as the Municipal Court Public Defender for each municipality. Green shall take all necessary steps as required by law to appoint the Public Defender of the Newton Municipal Court as the Public Defender of the Green Municipal Court within thirty (30) days of the execution and ratification of this Agreement. The parties further agree that any subsequent appointment for the position of Municipal Court Public Defender when a vacancy occurs (other than the expiration of the term of any appointment) shall be for a single Public Defender to represent indigents in each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after consultation with the Green Township

Governing Body. Following the procedure set forth earlier in this paragraph, Green shall take all necessary steps as required by law to appoint the Public Defender of the Newton Municipal Court as the Public Defender of the Green Municipal Court within thirty (30) days of each successive appointment. The parties further agree that one alternate Public Defender shall be chosen by Newton to serve each Municipal Court upon the execution and ratification of this Agreement.

V. Court Administration

The parties agree that one individual Court Administrator shall be the Court Administrator for both the Green Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this Agreement, the Newton Municipal Court Administrator shall be appointed by the parties as the Municipal Court Administrator for each municipality. Green shall take all necessary steps as required by law to appoint the Court Administrator of the Newton Municipal Court as the Court Administrator of the Green Municipal Court within thirty (30) days of the execution and ratification of this Agreement. The parties further agree that any subsequent appointment for the position of Court Administrator when a vacancy occurs shall be for a single Court Administrator to administer each municipality's respective Municipal Court. Subsequent appointments shall be made with the mutual consent of each party to this Agreement as to the individual appointed to the position. The parties further agree that Green shall also appoint Newton's Deputy Court Administrator as the Deputy Court Administrator for the Green Municipal Court. Subsequent appointments shall be made with the mutual consent of each party to this Agreement as to the individual appointed to the position. The parties agree that any appointment made for the position of Court Administrator shall conform to the requirements of N.J.S.A. 2B:12-11.

The Court Administrator and Deputy Court Administrator for the Town of Newton are both full-time employees of the Town of Newton. All compensation for said employees shall be handled by the Town of Newton. Any changes in staffing shall follow Rule 1:34-3.

VI. Costs

Green shall pay to Newton the sum of \$40,000.00 per annum for Newton's operation of the Green Municipal Court in Newton's facilities. Green's annual \$40,000.00 payment shall be paid to Newton in quarterly installments of \$10,000 on the 1st of February, May, August and November of each year of this Agreement, in accordance with Green's normal payment procedure. For purposes of effecting this Agreement, in the event it is so required by any law, Green shall pay a nominal \$1.00 yearly salary to the Municipal Court Judge, Prosecutor, Court Administrator or Deputy Court Administrator.

There shall be no increase in the annual payment during the first two years of this Agreement. There shall be a compounded two percent (2.0%) increase in the third, fourth, and fifth years of the Agreement. This payment shall be in consideration of all of Newton's costs to operate Green's Municipal Court in Newton's facilities, including, but not limited to the payment of all salaries, benefits and fees for the Judge, Prosecutor, Public Defender, Court Administrator, Deputy Court Administrator, court security personnel, and any other personnel required for the Court.

The annual payment does not include the cost of transportation of prisoners from the Sussex County Correctional Facility to and from Court. Green is responsible for any and all costs associated with said transportation and shall make separate arrangements with the Sussex County Sheriff's Office or other agency for same. If Green is in need of utilizing the Newton Police Department for any transportation of prisoners from the Sussex County Correctional Facility to and from Court, said transportation shall be at a rate of \$100 per hour, per officer. A separate payment of \$4,000 shall be paid by Green to a dedicated Newton Police Department escrow account in quarterly installments of \$1,000 on the 1st of February, May, August and November of each year of this Agreement, in accordance with Green's normal payment procedure.

Notwithstanding the above, in the event that at any time the escrow account balance falls below \$250.00, Newton shall notify Green that the escrow account must be replenished. Green shall make such deposit as is necessary to bring the escrow account balance back to \$250.00 within 7 days of notification by Newton. Green shall be responsible for payment in full for all police officer costs associated with transportation of prisoners for Green irrespective of whether those costs exceed the escrow deposits.

In the event any special sessions are required to handle pending Green cases, Green will reimburse Newton the costs of the Judge, Prosecutor, Public Defender, Court Administrator, Deputy Court Administrator, court security personnel, Newton Police Department, and any other personnel required for the Court for said special sessions.

Green shall be responsible for the proper destruction of any files prior to the moving of any Green files to Newton, according to any applicable retention schedules. Green shall be responsible for the moving of all Green files to Newton by Green staff at a cost to be solely borne by Green.

VII. Revenues

Except for Public Defender application fees (which are paid directly to the Public Defender), the revenues generated by the Newton Municipal Court and the Green Municipal Court shall remain the sole and exclusive property of each of the parties hereto. Newton shall remit to Green each month all of the net revenue of the Green Municipal Court collected by the Newton Municipal Court, in accordance with Newton's normal payment procedure. "Net Revenue" shall be defined to mean all of the remaining revenue of the Green Municipal Court after Newton remits to the County and State those portions of the gross revenue so required to be remitted by law.

Newton shall retain all Public Defender application fees paid by indigent defendants in the Green Municipal Court, which Newton shall utilize to compensate the Newton Public Defender for representing Green indigent defendants.

VIII. Court Officer

Newton shall provide at least one of its uniformed Police Officers at its sole cost and expense to be the Court Officer for each scheduled Green Municipal Court session.

IX. Municipal Court Scheduling

Newton's Municipal Court shall be solely responsible for the scheduling of each party's Municipal Court operations and sessions, which shall be scheduled to avoid conflict with other official meetings and activities of the Town of Newton and its related agencies. Green Municipal Court matters shall be heard and scheduled the same day as Newton Municipal Court matters unless the Judge determines it is in the best interest of efficient Court operations to modify said schedule.

X. Court Names and Titles

The parties to this Agreement agree their respective Municipal Courts shall retain the current names and titles, specifically, the Municipal Court of Green Township and the Municipal Court of the Town of Newton and such names will continue to appear on each court's specific captions and process.

XI. Non-Merger of Civil Service Operations

The parties hereby acknowledge that their respective Municipal Courts are not merging or becoming a "joint" court by operation of this Agreement. The parties further acknowledge that each party may separately operate pursuant to N.J.S.A. 11A:1-1 et seq., however each party expressly deems and intends that the provisions of N.J.S.A. 11A:9-8 and N.J.A.C. 4A:9-1.2 shall not apply to either party not operating pursuant to N.J.S.A. 11A:1-1 et seq., that party's employees, or that party's personnel as contemplated hereunder. The parties further agree that should any court, forum, or arbitrator of competent jurisdiction determine or deem that, as a result of this Agreement, the provisions of N.J.S.A. 11A:1-1 et seq. or N.J.A.C. 4A:1-1 et seq. shall be operative against any party to this Agreement that does not voluntarily operate pursuant to the provisions of N.J.S.A. 11A:1-1 et seq. and N.J.A.C. 4A:1-1 et seq., this Agreement may be immediately terminable by either party.

XII. Periodic Review

During the course of this Agreement, Newton and Green agree they shall meet at a mutually convenient location to review the continued efficient operation of the Shared Court. During the first twelve (12) months of this Agreement, they shall meet quarterly to review the operation of the Shared Court to ensure the continued efficient operation of the Shared Court. After the first year of operation of the Shared Court, the parties agree the meetings to review the continued efficient operation of the Shared Court shall occur every six (6) months.

XIII. Severability

If any section, provision or part of this Agreement shall be held invalid or unenforceable in any Court of competent jurisdiction, the same shall not affect the other sections, provisions, or parts of this Agreement, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion hereof.

XIV. Disputes

The parties agree that all claims, demands, disputes, differences, controversies and misunderstandings arising under, out of, in connection with, or in relation to this Agreement may be submitted to mediation before either party may cancel this Agreement or take any other action hereunder. If mediation is agreed upon, the parties shall mutually share all fees and expenses of the mediation, not including counsel fees and witness fees incurred by each party for its own benefit.

XV. Termination

This Agreement shall be for a term of five (5) years, upon the expiration of which, this Agreement shall renew automatically and continue year to year unless terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either party upon 185 days written notice to the other party. In the event this agreement is terminated, Green Township shall be responsible for any employee related cost for extra personnel hired as a result of this Agreement, such as unemployment contributions if the employee was laid off.

In the event this agreement is terminated. Green Township shall additionally be responsible for the transfer of all remaining Green files to the Green Township Court at a cost to be solely borne by Green within 30 days before the effective date of termination of the Newton-Green Shared Court.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and caused these presents to be signed by their proper corporate officers, and, so as to make this document's authenticity the greater and its attestation the fuller, said parties have further caused their proper corporate seals to be hereto affixed, the day and year first above written.

TOWN OF NEWTON

Witness:

(Seal) _____
Lorraine A. Read, RMC, Municipal Clerk

E. Kevin Elvidge, Mayor

Date:

GREEN TOWNSHIP

Witness:

(Seal) _____
Linda Peralta, RMC, Municipal Clerk

Daniel C. Conkling, Mayor

Date:



TOWN OF NEWTON

RESOLUTION #256-2014

December 8, 2014 “Approval of an Initial Application for Taxicab Owner’s License”

WHEREAS, the Code of the Town of Newton requires under **§283.2, License Required**, “No person shall operate a taxicab within the town unless both the owner and the driver of the taxicab are licensed under this chapter.” “All licenses issued under this chapter are deemed valid for one (1) year and requests for renewal must be submitted at least thirty (30) days prior to the expiration to the Chief of Police”; and

WHEREAS, the Police Department has completed the necessary investigation and submitted a letter advising the initial Taxicab Owner's License application is complete and accurate; and

WHEREAS, in accordance with **§283.6, Inspection of Vehicles**, “Before a vehicle is used as a taxicab within the Town it shall be inspected.....to ascertain that it is in a safe, clean and sanitary condition and contains all safety devices required by law”;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby approves the initial Taxicab Owner's License application submitted by Luis I. Arrazola, 43 Clinton Street, Newton, NJ 07860, t/a Champion Limo Service Corp., which shall expire December 8, 2015;

BE IT FURTHER RESOLVED that the applicant must be in compliance with all aspects of **Chapter 283**, of the Code of the Town of Newton, as well as, the provisions of N.J.R.S. 46:16.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #257-2014

December 8, 2014 “Approval of an Initial Application for Taxicab Driver’s License”

WHEREAS, the Code of the Town of Newton requires that under **283-2, License Required**. “No person shall operate a taxicab within the town unless both the owner and the driver of the taxicab are licensed under this chapter.” “All licenses issued under this chapter are deemed valid for one (1) year and requests for renewal must be submitted at least thirty (30) days prior to expiration to the Chief of Police”; and

WHEREAS, the Newton Police Department has completed the necessary investigation and submitted a letter advising that the initial Taxicab Driver's license application is complete and accurate; and

NOW THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby approves the application for the initial Taxicab Driver's License submitted by Luis I. Arrazola, 43 Clinton Street, Newton, New Jersey and represents Champion Limo Service Corp., which expires on December 8, 2015.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #258-2014

December 8, 2014 “Appointment of David B. Simmons, Jr., P.E., L.S.,
P.P., C.M.E., as Water Engineer for Calendar Year
2015”

WHEREAS, the Town of Newton requires the services of a qualified Water Engineer for the Town of Newton on an annual basis; and

WHEREAS, engineering services is a professional service as defined by the Local Public Contracts Law and is, therefore, exempt from public bidding requirements in accordance with N.J.A.C. 40A:11-5(1)(a)(i); and

WHEREAS, David B. Simmons, Jr., P.E., L.S., P.P., C.M.E, of Harold E. Pellow & Associates, Inc., has submitted a *Scope of Services* proposal outlining the services to be provided; and

WHEREAS, the anticipated term of this contract is one (1) year ending December 31, 2015;

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton hereby reappoints David B. Simmons, Jr., P.E., L.S., P.P., C.M.E, of Harold E. Pellow & Associates, Inc., as Water Engineer for calendar year 2015 based on the *Scope of Services* proposal attached hereto dated December 3, 2014; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to David B. Simmons, Jr., P.E., L.S., P.P., C.M.E, at Harold E. Pellow & Associates, Inc.; and

BE IT FURTHER RESOLVED, that notice of this action shall be published once in the New Jersey Herald.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

HAROLD E. PELLOW, *PRESIDENT*
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.,
PA - P.E.

CORY L. STONER, *ASSOCIATE*
NJ - P.E., NJ - C.M.E.,
PA - P.E.

ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(5/26/84 - 7/27/89)

DAVID B. SIMMONS, JR., *VICE PRESIDENT*
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.,
NY - P.E. & L.S., PA - P.E. & L.S.

THOMAS G. KNUTELSKY
NJ - P.E.

Newton Water Engineer Scope of Services

12/03/2014

Assist the Town Council, Town Manager, Water & Sewer Superintendent, and all Town Departments as needed with water engineering issues.

Assist the Town Manager and Town Council in the implementation of the Water & Sewer Capital Improvement Plans.

Assist the Town Manager and Deputy Town Manager with data required for funding sources for various water system improvements, including plans, specifications, and cost estimates.

Review and prepare reports on water engineering issues impacting the Town of Newton.

Prepare permit applications as needed for water system improvements, including NJDEP Bureau of Water System Engineering, NJDEP Bureau of Water Allocation, NJDEP Freshwater Wetlands, NJDOT, County of Sussex and others as required.

Work with the Water & Sewer Department to update the Town's mapping of valves, hydrants, and major water system components as infrastructure is added to the Town's water system.

Assist the Town Manager and Water & Sewer Superintendent in the event of an emergency, natural disaster, or significant weather event that may impact the Town's water system.

Review and recommend upgrades to the Town's water system as appropriate through the land development process at the Land Use Board.

Coordinate inspection efforts with the Newton Water & Sewer Department on water system upgrades.

Attend meetings of the Newton Town Council as requested.

Attend monthly meetings of the Newton Utility Advisory Board and provide updates on the Town's water system.

Other project as may be requested by the Town Council, Town Manager or his designee.

The billing rate for David B. Simmons, Jr., for 2015 will be \$125.00 per hour.

David B. Simmons, Jr., P.E., L.S., P.P., C.M.E. for
HAROLD E. PELLOW & ASSOCIATES, INC.
Consulting Engineers, Planners & Land Surveyors



TOWN OF NEWTON

RESOLUTION #251-2014

December 8, 2014 **“Authorize the Release of Executive Session Minutes to the Public”**

WHEREAS, the Newton Mayor and Council met in Executive Session on certain occasions; and

WHEREAS, as a result of these Executive Sessions, minutes were prepared and approved by the Mayor and Council although the minutes were not released to the public; and

WHEREAS, the Town Attorney, Town Clerk, and Town Manager have reviewed such approved minutes and recommend the release of certain meeting minutes to the public;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Newton, in the County of Sussex, and State of New Jersey that the minutes of the following Executive Sessions be released to the public:

3/10/14

3/24/14

BE IT FURTHER RESOLVED, that these specified minutes may be released to the public upon request.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #259-2014

December 8, 2014 **“A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12”**

WHEREAS, the Town Council of the Town of Newton is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq.; and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specific purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Town Council of the Town of Newton to discuss in a session not open to the public certain matters relating to the item authorized by N.J.S.A. 10:4-12b and designated below:

(1) Personnel

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Newton, assembled in public session on December 8, 2014, that an Executive Session closed to the public shall be held on December 8, 2014, at PM in the Town of Newton Municipal Building, 39 Trinity Street, Newton, NJ, for the discussion of matters relating to the specific item designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Town Council that the public interest will no longer be served by such confidentiality.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a public meeting of said Governing Body conducted on Monday, December 8, 2014.

Lorraine A. Read, RMC
Municipal Clerk

AGENDA ITEMS

For December 8, 2014 Council Meeting

- Minutes:** - November 24, 2014 – Special Meeting
November 24, 2014 – Regular Meeting
November 24, 2014 – Executive Session

List of Bills - (100001) CASH - CURRENT - LAKELAND #434 CURRENT FUND

| Check# | Vendor | Description | Payment | Check Total |
|--------|---|--|-----------|-------------|
| 34406 | 39 - QUILL CORPORATION | PO 45001 OFFICE SUPPLIES DPW ACCT #C152130 | 29.99 | |
| | | PO 45015 DVD-R's ACCT #C6182634 | 43.98 | |
| | | PO 45041 TELEPHONE: PROSECUTOR OFFICE TO GO | 25.99 | |
| | | PO 45085 2ND FLR OFFICE SUPP'SACCT #C152130 | 236.15 | |
| | | PO 45209 RECYCLING/OFFICE SUPPLIES DPW ACCT | 190.22 | 526.33 |
| 34407 | 53 - MONTAGUE TOOL & SUPPLY, INC. | PO 45179 EQUIPT PARTS FOR SNOW | 126.16 | 126.16 |
| 34408 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 45216 OCT ENGINEERING | 2,346.75 | 2,346.75 |
| 34409 | 106 - ELIZABETHTOWN GAS | PO 45150 OCT NAT GAS | 291.29 | 291.29 |
| 34410 | 109 - FURGIUELE, CAMILLE | PO 43852 MEDICARE PART B REIMB | 629.40 | 629.40 |
| 34411 | 110 - G & G DIESEL SERVICE INC | PO 45186 TRK #6 NJ INSPECTION | 99.00 | |
| | | PO 45208 TRK #6 REPAIRS | 1,996.31 | 2,095.31 |
| 34412 | 113 - JCP&L | PO 45202 OCT ELECTRIC | 6,247.96 | 6,247.96 |
| 34413 | 116 - NEW JERSEY HERALD, INC. | PO 45226 LEGAL ADVERTIZING OCT | 375.00 | 375.00 |
| 34414 | 126 - SCMUA | PO 45203 TRASH & BRUSH DISPOSAL | 663.69 | 663.69 |
| 34415 | 133 - TEETS, MICHAEL D | PO 43444 QTRLY MILEAGE | 112.00 | 112.00 |
| 34416 | 163 - CENTURYLINK COMMUNICATIONS, INC. | PO 43318 NOV ALARM CIRCUITS HIGH ST TOWER & | 125.85 | 125.85 |
| 34417 | 163 - CENTURYLINK COMMUNICATIONS, INC. | PO 43357 NOV POOL PAYPHONE ACCT #BTL003894 | 35.00 | 35.00 |
| 34418 | 165 - AHS HOSPITAL CORP. | PO 44665 CPR/AED Instructor Training | 250.00 | 250.00 |
| 34419 | 172 - FRISBIE, ARTHUR & RITA | PO 43851 MEDICARE PART B REIMB | 1,258.80 | 1,258.80 |
| 34420 | 173 - ILIFF, JOHN AND TERRY | PO 43841 MEDICARE PART B REIMB | 1,258.80 | 1,258.80 |
| 34421 | 199 - NEOPOST LEASING, INC. | PO 45183 TWO INK CARTS POSTAGE MACH CUST #61 | 304.00 | 304.00 |
| 34422 | 206 - LOCK & KEY WORLD | PO 45177 SVC 2 DOORS TH/POLICE | 345.00 | 345.00 |
| 34423 | 217 - TIMMERMAN COMPANY, INC. | PO 45210 ACCU-BRINE REPAIRS | 2,679.40 | 2,679.40 |
| 34424 | 240 - NEWTON FIRST AID SQUAD | PO 43858 2014 CONTRIBUTION | 6,043.50 | 6,043.50 |
| 34425 | 272 - HOLZHAUER, SCOTT | PO 43443 QTRLY MILEAGE | 112.00 | 112.00 |
| 34426 | 282 - WILLCO, INC. | PO 45130 REPLACE Mixing Valve in Furnace Roo | 2,215.00 | |
| | | PO 45195 FIXED GARAGE DOOR SAFETY SWITCH DPW | 391.00 | 2,606.00 |
| 34427 | 283 - VITAL COMPUTER RESOURCES, INC. | PO 44948 POST CARDS & POSTAGE (2650)ASSESS C | 790.16 | 790.16 |
| 34428 | 332 - J & D SALES & SERVICE,LLC. | PO 45180 REBUILT PUMP & FILTERS | 89.22 | 89.22 |
| 34429 | 365 - KITHCART, BROCK | PO 43465 QTR PHONE STIPEND | 37.50 | 37.50 |
| 34430 | 448 - GARRIS, JEAN | PO 43842 MEDICARE PART B REIMB | 629.40 | 629.40 |
| 34431 | 633 - WEIS MARKETS, INC. | PO 45160 COOKIES FOR XMAS LGHTG | 56.73 | 56.73 |
| 34432 | 768 - DEMPSEY UNIFORM & SUPPLY INC | PO 45194 MAT & UNIFORM RENTALS | 622.64 | 622.64 |
| 34433 | 874 - MILLIKIN,DEBRA | PO 43446 QTRLY MILEAGE | 140.00 | |
| | | PO 45173 LEAGUE REIMBURSEMENT MILEAGE & PARK | 172.29 | 312.29 |
| 34434 | 966 - L-3 COMM. MOBILE-VISION | PO 45084 MAINT 12/14-12/15 IN-CAR VIDEO/BACK | 5,234.00 | 5,234.00 |
| 34435 | 986 - ELVIDGE, E. KEVIN | SUPP'S 150TH ANNIV TOWER REIMB | 157.38 | 157.38 |
| 34436 | 1112 - RICHARDS, JEAN | PO 43843 MEDICARE PART B REIMB | 629.40 | 629.40 |
| 34437 | 1132 - BOONTON TIRE SUPPLY INC. | PO 44873 POLICE VEH MAINT 4TH QTR 2014 B | 1,263.81 | 1,263.81 |
| 34438 | 1141 - MCGUIRE, INC. | PO 45069 TRK #8 OIL/FILTER BRAKE REPAIR ACCT | 476.02 | 476.02 |
| 34439 | 1158 - VISION SERVICE PLAN | PO 43931 MNTHLY VISION PLANT NOV | 746.99 | 746.99 |
| 34440 | 1231 - MILLER, JASON | PO 43488 QTRLY MILEAGE | 112.00 | 112.00 |
| 34441 | 1274 - RANSNORTH, JAMES & NANCY | PO 43853 MEDICARE PART B REIMB | 629.40 | 629.40 |
| 34442 | 1280 - VERIZON WIRELESS, INC. | PO 43295 NOV 1X AIRCARDS ACCT #201 M15-0207 | 191.64 | 191.64 |
| 34443 | 1390 - ORR'S | PO 45213 WORK UNIFORMS (8) | 1,440.00 | 1,440.00 |
| 34444 | 1625 - ALTERNATE POWER INC. | PO 43585 4TH QTR GENERATOR MAINT BLDG/FIRE | 812.50 | 812.50 |
| 34445 | 1632 - COOPER ELECTRIC SUPPLY CO. | PO 45033 CLINTON ST/SPRING ST POLES & BULBS | 4,656.33 | 4,656.33 |
| 34446 | 1741 - MORRIS COUNTY POLICE ACADEMY | PO 45079 COURSE FOR DETECTIVES | 100.00 | 100.00 |
| 34447 | 1751 - TERESA ANN OSWIN | PO 43463 QTR PHONE STIPEND | 37.50 | |
| | | PO 45198 Oswin - 2014 NJSLOM Conference | 198.19 | 235.69 |
| 34448 | 1790 - LINDA ROTH | PO 45056 MILAGE REIMBURSEMENT 2014 | 86.87 | 86.87 |
| 34449 | 1846 - ADVANCE AUTO PARTS | PO 45176 SPARK PLUG ACCT #6271030269 | 4.09 | 4.09 |
| 34450 | 1866 - HOME DEPOT, INC. | PO 45223 NOV SUPP'S | 633.10 | 633.10 |
| 34451 | 1880 - FIRE & SAFETY SERVICES, LTD., INC. | PO 44868 ENG #801 REPAIRS | 1,975.00 | |
| | | PO 44870 ENG #803 REPAIRS | 1,975.00 | |
| | | PO 45061 ENG #804 REPAIRS | 1,216.33 | 5,166.33 |
| 34452 | 1883 - ROMYNS, LARRY E. | PO 43844 MEDICARE PART B REIMB | 629.40 | 629.40 |
| 34453 | 1884 - MORRIS, THOMAS & BULAH | PO 43866 MEDICARE PART B REIMB | 1,258.80 | 1,258.80 |
| 34454 | 2037 - MID-ATLANTIC FOR SAFETY & | PO 45111 GUARD VESTS | 120.00 | 120.00 |
| 34455 | 2201 - NEWTON FIRE DEPARTMENT | PO 45224 2014 AID TO FIREMEN | 12,350.00 | 12,350.00 |
| 34456 | 2257 - STAPLES BUSINESS ADVANTAGE, INC. | PO 44159 BLANKET PO POLICE/CENCOM OFFICE SUP | 704.80 | |
| | | PO 45086 Office Supplies for Town Manager | 259.74 | |

List of Bills - (100001) CASH - CURRENT - LAKELAND #434 CURRENT FUND

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|---|----------|-------------|
| | | PO 45119 VINYL LETTERS FOR ROAD SIGNS | 25.94 | |
| | | PO 45175 FIRE DEPT OFFICE SUPP'S | 58.53 | 1,049.01 |
| 34457 | 2257 - STAPLES BUSINESS ADVANTAGE, INC. | PO 45205 EXEMPT PROPERTY SUPPLIES | 21.89 | 21.89 |
| 34458 | 2290 - DOUGLAS CUMMINS | PO 43845 MEDICARE PART B REIMB | 629.40 | 629.40 |
| 34459 | 2312 - SPECTRUM COMMUNICATIONS, INC. | PO 45060 (8) RADIO HOLDERS | 80.85 | 80.85 |
| 34460 | 2387 - NESTLE WATERS, INC. | PO 43907 WATER OCT | 70.72 | 70.72 |
| 34461 | 2478 - RACHLES/MICHELE'S OIL COMPANY, INC. | PO 43988 BLANKET: GAS ACCT #40382 NOV | 2,261.83 | 2,261.83 |
| 34462 | 2479 - TAYLOR OIL CO., INC. | PO 43989 BLANKET: DIESEL ACCT #62714 NOV | 2,231.20 | 2,231.20 |
| 34463 | 2525 - FIREFIGHTER ONE, LLC. | PO 44386 FLOW TEST ON SCBA | 1,300.00 | |
| | | PO 45178 SCBA CYLINDERS TEST REFILLS | 150.00 | 1,450.00 |
| 34464 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 43120 2014 PROSECUTOR DEC \$27,000/12 = | 2,250.00 | 2,250.00 |
| 34465 | 2551 - NANCY CLOUSE | PO 43846 MEDICARE PART B REIMB | 1,258.80 | 1,258.80 |
| 34466 | 2569 - KIEFFER ELECTRIC, INC. | PO 45154 SPRING ST SIDEWALK LIGHTING | 495.00 | 495.00 |
| 34467 | 2657 - WEATHER WORKS, INC. | PO 45110 WEATHER ALERT CONTRACT (12/1-11/30/ | 1,600.00 | 1,600.00 |
| 34468 | 2741 - JERSEY CENTRAL POWER & LIGHT, INC. | PO 43564 OCT ELECTRIC PARK N RIDE ACCT #10 | 847.15 | 847.15 |
| 34469 | 2757 - ATLANTIC TACTICAL INC. | PO 45011 BATTERIES CUST #203375 | 57.48 | |
| | | PO 45088 WEAPONS | 1,641.66 | |
| | | PO 45090 HOLSTERS ACCT #203375 | 334.44 | 2,033.58 |
| 34470 | 2765 - CODE 96 LLC | PO 45122 AVL GPS TRACKING | 384.02 | |
| | | PO 45123 LABOR FOR NEW PC INSTALL | 405.00 | 789.02 |
| 34471 | 2767 - JAMES J KILDUFF | PO 43847 MEDICARE PART B REIMB | 629.40 | 629.40 |
| 34472 | 2843 - CHELBUS CLEANING CO., INC. | PO 43903 TOWN BLDGS CLEANING DEC | 1,770.00 | 1,770.00 |
| 34473 | 2865 - STEVE MILLS | PO 43848 MEDICARE PART B REIMB | 629.40 | 629.40 |
| 34474 | 3047 - MICHAEL A PANDISCIA | PO 43849 MEDICARE PART B REIMB | 629.40 | 629.40 |
| 34475 | 3105 - THYSSENKRUPP ELEVATOR CORP. | PO 43240 ELEVATOR MAINT TOWN HALL NOV/DEC \$1 | 397.30 | 397.30 |
| 34476 | 3124 - EXTRA TECH DATA SERVICES, LLC. | PO 45196 COMPUTER IT TH | 1,573.06 | 1,573.06 |
| 34477 | 3164 - KERRY DECKERT | PO 43445 QTRLY MILEAGE | 84.00 | |
| | | PO 43464 QTR PHONE STIPEND | 37.50 | 121.50 |
| 34478 | 3199 - D. LOVENBERG'S PORTABLE TOILET RENT | PO 44019 PORT A JOHNS NOV | 253.36 | 253.36 |
| 34479 | 3235 - J. CALDWELL & ASSOCIATES, LLC. | PO 44950 SEPT REDEVEL & PB | 230.00 | 230.00 |
| 34480 | 3337 - FACILITY DUDE | PO 45126 ANNUAL MAINT RENEWAL (1/1/15-12/31/ | 2,527.00 | 2,527.00 |
| 34481 | 3366 - SOMERSET COUNTY POLICE ACADEMY | PO 45077 REPORT WRITING COURSE #PA606 | 30.00 | 30.00 |
| 34482 | 3369 - UNITED TELEPHONE/CENTURY LINK | PO 43250 DIGITAL DATA CIRCUIT OCT | 125.28 | 125.28 |
| 34483 | 3444 - USA HOISTCO., INC. | PO 43241 ELEVATOR MAINT POLICE SIDE NOV/DEC | 420.00 | 420.00 |
| 34484 | 3523 - LOGOUP | PO 44952 Staff Shirts | 551.55 | 551.55 |
| 34485 | 3615 - ANN ROSELLEN | PO 45089 MEDICARE PART B REIM 9/1/14 - 12/31 | 419.60 | 419.60 |
| 34486 | 3617 - NEWTON GULF LLC | PO 45092 TOW FOR PD VEHICLE | 125.00 | 125.00 |
| TOTAL | | | | 95,404.23 |

Total to be paid from Fund 10 CURRENT FUND

95,404.23

95,404.23

Checks Previously Disbursed

| | | | | |
|--------|---------------------------|-----------------------------------|--------------|------------|
| 141081 | NEWTON BOARD OF EDUCATION | School Tax DEC | 1,173,295.50 | 12/03/2014 |
| 141079 | ELAVON | NOV COURT MERCHANT FEE | -135.87 | 11/23/2014 |
| 141080 | PAYROLL ACCOUNT | 12/04 CURRENT PAYROLL (1 wolanski | 205,542.01 | 12/04/2014 |
| 34405 | THOMAS S RUSSO JR | SID MARKETING MEETING FOOD | 28.80 | 11/24/2014 |
| 141079 | ELAVON | NOV COURT MERCHANT FEE | 135.87 | 11/23/2014 |
| | | | ----- | |
| | | | 1,379,002.18 | |
| | | | -135.87 | *VOIDED |

**List of Bills - (100001) CASH - CURRENT - LAKELAND #434
CURRENT FUND**

| Check# | Vendor | Description | Payment | Check Total |
|--------|--------|-------------|---------|-------------|
|--------|--------|-------------|---------|-------------|

| | | | | |
|--|--------------------------------------|--|--------------|--|
| | Total paid from Fund 10 CURRENT FUND | | 1,378,866.31 | |
| | | | ----- | |
| | | | 1,378,866.31 | |

Total for this Bills List: **1,474,406.41**

**List of Bills - (110001) CASH
FEDERAL/STATE GRANTS**

| Check# | Vendor | Description | Payment | Check Total |
|--------|---------------------------|---|---------|-------------|
| 1242 | 286 - CURRENT ACCOUNT | MOVE CLEAN COMM TO PARKS S & W 1045 | 66.43 | 66.43 |
| 1243 | 3273 - LISA BECHTEL | PO 45100 FRESHMAN VOLLEYBALL-NHS | 120.00 | 120.00 |
| 1244 | 3455 - NANCY VAN HORN | PO 45104 FRESHMAN VOLLEYBALL-NHS | 90.00 | 90.00 |
| 1245 | 3456 - MIKE GRIFONE | PO 45168 Freshman Volleyball | 90.00 | 90.00 |
| 1246 | 3457 - MARY LICATA | PO 45102 FRESHMAN VOLLEYBALL-NHS | 90.00 | 90.00 |
| 1247 | 3459 - LISA CASAMASSINA | PO 45101 FRESHMAN VOLLEYBALL-NHS | 120.00 | 120.00 |
| 1248 | 3460 - JACK CHOMA | PO 45103 FRESHMAN VOLLEYBALL-NHS | 120.00 | 120.00 |
| 1249 | 3613 - CLARKE CATON HINTZ | PO 45025 HIGHLANDS COUNCIL TDR GRANT PROG | 56.00 | 56.00 |
| | TOTAL | | | 752.43 |

Total to be paid from Fund 11 FEDERAL/STATE GRANTS

752.43

752.43

**List of Bills - (30001) CASH - CAPITAL - LAKELAND #450
CAPITAL**

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|--|-----------|-------------|
| 8369 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 43449 FIRE MUSEUM CONSULTING OCT | 115.75 | |
| | | PO 44235 PRELIM ENGINEER LIGHT STUDY -SPRING | 1,627.25 | |
| | | PO 45216 OCT ENGINEERING | 7,488.25 | 9,231.25 |
| 8370 | 116 - NEW JERSEY HERALD, INC. | PO 45226 LEGAL ADVERTIZING OCT | 63.60 | 63.60 |
| 8371 | 2765 - CODE 96 LLC | PO 45122 AVL GPS TRACKING | 500.98 | 500.98 |
| 8372 | 3032 - HARTER EQUIPMENT INC. | PO 45131 ADDITIONAL EQUIPMENT FOR NEW LOADER | 241.96 | 241.96 |
| 8373 | 3235 - J. CALDWELL & ASSOCIATES, LLC. | PO 44950 SEPT REDEVEL & PB | 725.00 | 725.00 |
| 8374 | 3384 - EDGE PROPERTY MAINTENANCE, INC. | PO 41966 FIRE MUSEUM MASONARY RENOVATION | 46,011.00 | 46,011.00 |
| 8375 | 3546 - BLINDS.COM | PO 44584 BLINDS 2ND FLR TH | 1,606.95 | 1,606.95 |
| 8376 | 3606 - NJ FENCE LLC | PO 44909 FENCE PINE ST | 6,775.00 | 6,775.00 |
| 8377 | 3611 - CELL CONSTRUCTION, INC. | PO 45004 REPAIR DAMAGED COLUMNS AT MUNICIPAL | 2,860.00 | 2,860.00 |
| | TOTAL | | | 68,015.74 |

Total to be paid from Fund 30 CAPITAL

68,015.74

68,015.74

**List of Bills - (600001) CASH - W/S OPERATING-LAKELAND #426
WATER/SEWER UTILITY**

| Check# | Vendor | Description | Payment | Check Total |
|--------|---------------------------------------|---|------------|-------------|
| 14604 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 43021 WATER ALLOCATION BALANCE PROJ#13-04 | 5,103.75 | |
| | | PO 45216 OCT ENGINEERING | 3,592.50 | 8,696.25 |
| 14605 | 70 - HACH COMPANY | PO 45191 PH BUFFER SOL KIT ACCT #9410 | 110.74 | 110.74 |
| 14606 | 113 - JCP&L | PO 45202 OCT ELECTRIC | 6,629.68 | 6,629.68 |
| 14607 | 116 - NEW JERSEY HERALD, INC. | PO 45226 LEGAL ADVERTIZING OCT | 14.40 | 14.40 |
| 14608 | 126 - SCMUA | PO 45203 TRASH & BRUSH DISPOSAL | 658.95 | 658.95 |
| 14609 | 155 - COYNE CHEMICAL CORP., INC. | PO 43609 SODIUM BISULFITE | 533.71 | |
| | | PO 43959 BID: CES PACL @\$4.683 (9X\$8300=\$74, | 8,963.26 | |
| | | PO 43958 BID: SODA ASH-LIQ SODIUM CARBONATE | 9,024.14 | 18,521.11 |
| 14610 | 206 - LOCK & KEY WORLD | PO 45188 PADLOCKS | 288.00 | 288.00 |
| 14611 | 336 - NEWTON TROPHY | PO 45082 PLAQUES FOR PAUL BALDWIN JOHN MADDE | 286.90 | 286.90 |
| 14612 | 366 - WAGNER, WILLIAM | PO 43855 MEDICARE PART B REIMB | 629.40 | 629.40 |
| 14613 | 477 - WATER & SEWER CAPITAL ACCOUNT | PO 45211 PAY 2014 W/S CIF TO W/S CAP | 286,500.00 | 286,500.00 |
| 14614 | 768 - DEMPSEY UNIFORM & SUPPLY INC | PO 45194 MAT & UNIFORM RENTALS | 260.45 | 260.45 |
| 14615 | 1158 - VISION SERVICE PLAN | PO 43931 MNTHLY VISION PLANT NOV | 211.90 | 211.90 |
| 14616 | 1303 - ENVIRONMENTAL RESOURCE ASSO. | PO 45204 PH & CHLORINE TESTING ACCT #T60550 | 91.00 | 91.00 |
| 14617 | 1407 - PASSAIC VALLEY SEWERAGE COMM. | PO 43954 LIQUID WASTE ACCEPTANCE | 5,440.00 | 5,440.00 |
| 14618 | 1489 - SMALLEY, JOHN | PO 43854 MEDICARE PART B REIMB | 1,258.80 | |
| | | PO 44012 2014 SVC'S MORRIS LAKE DEC \$ | 1,250.00 | 2,508.80 |
| 14619 | 1625 - ALTERNATE POWER INC. | PO 44195 MAINT. W/S GENERATORS (8/1/14-7/31/ | 1,335.00 | 1,335.00 |
| 14620 | 1846 - ADVANCE AUTO PARTS | PO 45190 FUSES & HEADLIGHT TRUCK 5 ACCT #62 | 23.84 | 23.84 |
| 14621 | 2216 - PALL CORPORATION | PO 44375 SCADA PC FOR FITRATION PLANT cust | 12,491.26 | |
| | | PO 44918 SOLENOID VALVE & PILOT LIGHTS MORRI | 252.60 | 12,743.86 |
| 14622 | 3124 - EXTRA TECH DATA SERVICES, LLC. | PO 45196 COMPUTER IT TH | 1,078.06 | 1,078.06 |
| 14623 | 3166 - HATCH MOTT MACDONALD | PO 43531 2014 SEWER CONSULTING THRU 10/03 | 410.00 | |
| | | PO 44372 ENGINEER -ROOF REPLACEMENT STP | 10,927.58 | 11,337.58 |
| 14624 | 3429 - TOYOTA MOTOR CREDIT CORP. | PO 43904 2013 TOYOTA CAMRY 60 PMT @ \$472.08= | 472.08 | 472.08 |
| 14625 | 3523 - LOGOUP | PO 44952 Staff Shirts | 26.98 | 26.98 |
| 14626 | 3528 - Miracle Chemical Co | PO 43961 BID: Sodium Hypochlorite WFP @\$.99 | 628.65 | 628.65 |
| TOTAL | | | | 358,493.63 |

Total to be paid from Fund 60 WATER/SEWER UTILITY 358,493.63
358,493.63

Checks Previously Disbursed

| | | | | |
|--------|-------------------|----------------------------|-----------|------------|
| 146038 | PAYROLL ACCOUNT | 12/04 W/S PAYROLL | 34,809.97 | 12/04/2014 |
| 14603 | THOMAS S RUSSO JR | SID MARKETING MEETING FOOD | 28.80 | 11/24/2014 |
| 14602 | SPARTA POSTMASTER | 4TH QTR W/S BILLS POSTAGE | 941.04 | 11/24/2014 |
| | | | 35,779.81 | |

Total paid from Fund 60 WATER/SEWER UTILITY 35,779.81
35,779.81

Total for this Bills List: 394,273.44

**List of Bills - (610001) CASH - W/S CAPITAL - LAKELAND #442
WATER/SEWER CAPITAL**

| Check# | Vendor | Description | Payment | Check Total |
|--------|----------------------------------|---|----------|-------------------|
| 2363 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 42159 FOX HOLLOW WATERMAIN REPLACE \$92, | 2,827.50 | 2,827.50 |
| 2364 | 116 - NEW JERSEY HERALD, INC. | PO 45226 LEGAL ADVERTIZING OCT | 36.30 | 36.30 |
| 2365 | 3166 - HATCH MOTT MACDONALD | PO 44371 ENGINEER -REPLACE PRIMARY SETTLING | 2,549.25 | 2,549.25 |
| | TOTAL | | | ----- 5,413.05 |

Total to be paid from Fund 61 WATER/SEWER CAPITAL

5,413.05

5,413.05

**List of Bills - (710001) CASH - TRUST - LAKELAND #469
TRUST**

| Check# | Vendor | Description | Payment | Check Total |
|--------|----------------------------------|------------------------------|---------|-------------|
| 3313 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 45216 OCT ENGINEERING | 593.75 | 593.75 |
| 3314 | 3620 - IRENE MELCHIONE | PO 45161 REFUND FOR NYC TRIP | 160.00 | 160.00 |
| TOTAL | | | | 753.75 |

Total to be paid from Fund 71 TRUST

753.75

753.75

Checks Previously Disbursed

| | | | |
|--------|--------------------------|---|---------------------|
| 147122 | PAYROLL ACCOUNT | 12/04 TRUST PAYROLL | 2,458.75 12/04/2014 |
| 3312 | LAKELAND BUS LINES, INC. | PO# 44230 RADIO CITY BUS TRIP CHARTER #7518 | 650.00 11/24/2014 |
| | | | 3,108.75 |

Total paid from Fund 71 TRUST

3,108.75

3,108.75

Total for this Bills List: 3,862.50