



**AGENDA**  
**NEWTON TOWN COUNCIL**  
**DECEMBER 28, 2015**  
**7:00 P.M.**

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. OPEN PUBLIC MEETINGS ACT STATEMENT**

**IV. APPROVAL OF MINUTES**

- DECEMBER 14, 2015 SPECIAL MEETING
- DECEMBER 14, 2015 REGULAR MEETING
- DECEMBER 14, 2015 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. SWEARING-IN CEREMONY**

- a. EDWARD R. SPERLING – POLICE OFFICER
- b. RUSSELL POST – POLICE OFFICER

**VII. COUNCIL & MANAGER REPORTS**

- a. HOLIDAY HOUSE DECORATING WINNERS (3)

**VIII. ORDINANCES**

- a. 2<sup>ND</sup> READING AND PUBLIC HEARING

ORDINANCE 2015-37

AN ORDINANCE AMENDING SECTION 30-7A.(1) OF THE NEWTON TOWN CODE REGARDING POLICE DEPARTMENT APPOINTMENTS

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

- b. INTRODUCTION

ORDINANCE 2015-38

AN ORDINANCE TO REVISE THE CODE OF THE TOWN OF NEWTON TO DELETE THE PROVISION REQUIRING AN ANNUAL OR BIENNIAL DOG CANVASS

ORDINANCE 2015-39

AN ORDINANCE ADOPTING AMENDMENTS TO THE PATERSON AVENUE REDEVELOPMENT PLAN

**IX. OLD BUSINESS**

## X. 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 #260-2015\* APPOINTMENT OF SPECIAL COUNSEL FOR TAX APPEALS, PUBLIC DEFENDER AND DEPUTY PUBLIC DEFENDER FOR CALENDAR YEAR 2016
- b. RESOLUTION #261-2015\* REAPPOINTMENT OF EDWARD DUDES TO THE NEWTON PARKING AUTHORITY
- c. RESOLUTION #262-2015\* REAPPOINTMENT OF MARK MARUSKA AND KEVIN PRENDERGAST TO THE ECONOMIC DEVELOPMENT ADVISORY COMMISSION
- d. RESOLUTION #263-2015\* APPOINTMENT OF KACIE MEMBER AS AN ALTERNATE MEMBER OF THE NEWTON PLANNING BOARD
- e. RESOLUTION #264-2015\* REAPPOINTMENT OF DONALD VRAHNOS TO THE UTILITY ADVISORY BOARD
- f. RESOLUTION #265-2015\* AUTHORIZE CREDITS DUE WATER AND SEWER UTILITY ACCOUNTS
- g. RESOLUTION #266-2015\* RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF NEWTON AUTHORIZING ON AGREEMENT FOR CERTAIN LEGAL SERVICES
- h. RESOLUTION #267-2015\* AUTHORIZING THE PUBLIC SALE OF REAL PROPERTY LOCATED AT 27 ORCHARD STREET, BLOCK 22.09, LOT 7 (FORMERLY BLOCK 1208, LOT 11), PURSUANT TO N.J.S.A. 40A:12-13
- i. RESOLUTION #268-2015\* RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENT WITH MAX SPANN REAL ESTATE & AUCTION COMPANY
- j. RESOLUTION #269-2015\* TO CANCEL CAPITAL APPROPRIATION BALANCES IN THE GENERAL CAPITAL FUND
- k. RESOLUTION #270-2015\* AUTHORIZE REFUND OF REDEMPTION MONIES TO OUTSIDE LIEN HOLDER FOR BLOCK 9.04, LOT 5 ALSO KNOWN AS 40 MORAN STREET
- l. RESOLUTION #271-2015\* APPOINTMENT OF EXCEL ENVIRONMENTAL RESOURCES, INC. AS ENVIRONMENTAL ENGINEER FOR CALENDAR YEAR 2016
- m. RESOLUTION #272-2015\* CONCUR WITH THE RECOMMENDATION OF THE UTILITY ADVISORY BOARD IN ALLOCATING WATER GALLONAGE AND FEES FOR 178-180 SPRING STREET

- n. RESOLUTION #273-2015\*  
AUTHORIZE CHANGE ORDER NO. 2 FOR THE REPLACEMENT OF THE PRIMARY SETTLING TANK DRIVE AND COVERS AT THE NEWTON WWTP AND FINAL ACCEPTANCE OF THE PROJECT
- o. RESOLUTION #274-2015\*  
APPOINTMENT OF DAVID B. SIMMONS, JR., P.E., L.S., P.P., C.M.E., AS WATER ENGINEER FOR CALENDAR YEAR 2016
- p. RESOLUTION #275-2015\*  
APPOINTMENT OF KEITH MITCHELL AS RISK MANAGEMENT CONSULTANT FOR THE TOWN OF NEWTON FOR CALENDAR YEAR 2016
- q. RESOLUTION #276-2015\*  
APPOINTMENT OF FUND COMMISSIONER AND ALTERNATE FUND COMMISSIONER FOR STATEWIDE INSURANCE FUND
- r. RESOLUTION #277-2015\*  
APPROVAL OF THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH BYRAM TOWNSHIP TO PROVIDE CERTIFIED TAX COLLECTION SERVICES FOR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016
- s. RESOLUTION #278-2015\*  
APPROVE BILLS AND VOUCHERS FOR PAYMENT
- t. APPLICATIONS\*  
AN APPLICATION FOR A SOCIAL PERMIT FOR A SOCIAL AFFAIR FROM THE SUSSEX COUNTY ARTS AND HERITAGE COUNCIL TO BE HELD ON FEBRUARY 6, 2016, WITH A RAIN DATE OF FEBRUARY 13, 2016 FROM 5:00PM TO 7:00PM AT 133 SPRING STREET NEWTON

**XI. INTERMISSION**

**XII. DISCUSSION**

**XIII. OPEN TO THE PUBLIC**

**XIV. COUNCIL & MANAGER COMMENTS**

**XV. EXECUTIVE SESSION**

- a. RESOLUTION #279-2015  
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 – TOWN MANAGER'S PERFORMANCE REVIEW

**XVI. ADJOURNMENT**

**TOWN OF NEWTON**

**ORDINANCE 2015-37**

**AN ORDINANCE AMENDING SECTION 30-7A.(1) OF THE NEWTON TOWN  
CODE REGARDING POLICE DEPARTMENT APPOINTMENTS**

**WHEREAS**, the Town Council of the Town of Newton has determined that §30-7A.(1) of the Code of the Town of Newton, regarding Police Department appointments, requires amendment to revise residency classes of appointment, to be consistent with the underlying statute, N.J.S.A. 40A:14-123.1a.;

**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.** Section 30-7.A.(1) “Classification of Applicants” shall be and is hereby deleted in its entirety and shall read as follows:

- (1) The following classes are hereby established for appointment of all members of the Police Department of the Town of Newton:
  - (a) Class 1: residents of the Town of Newton.
  - (b) Class 2: residents of other municipalities in the County of Sussex.
  - (c) Class 3: residents of any other county than Sussex in the State of New Jersey.
  - (d) Class 4: all other qualified persons.

**Section 2. 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 3. 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 4. Effective Date.** This Ordinance shall take effect after 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 14, 2015. It was adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body conducted at 7:00 p.m. on Monday, December 28, 2015 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk

# TOWN OF NEWTON

## AN ORDINANCE TO REVISE THE CODE OF THE TOWN OF NEWTON TO DELETE THE PROVISION REQUIRING AN ANNUAL OR BIENNIAL DOG CANVASS

### ORDINANCE #2015-38

**WHEREAS**, pursuant to the New Jersey Division of Local Government Services Modernization and Local Mandate Relief Act of 2015, the statutory provision requiring a municipality to canvass all dogs within the municipality (N.J.S.A. 4:19-15.15) was repealed; and

**WHEREAS**, Section 57-17 of the Newton Code requires an annual or biennial dog canvass, as was required by N.J.S.A. 4:19-15.15; and

**WHEREAS**, the Town Council of the Town of Newton desires to eliminate the dog canvass requirement from its Code, in accordance with State law;

**NOW, THEREFORE BE IT ORDAINED**, by the Town Council of the Town of Newton, County of Sussex, and State of New Jersey, that Chapter 57, "Animals", of the Code of the Town of Newton is hereby amended as follows:

**Section 1.** Existing §57-17 "Dog Canvass" is hereby deleted in its entirety, and the following is inserted in its place:

57-17. Dog Canvass. To be conducted if and as required by applicable State law.

**Section 2. 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 3. 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 4. 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 December 28, 2015. 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 January 11, 2016 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk

**TOWN OF NEWTON  
ORDINANCE 2015-39**

**AN ORDINANCE ADOPTING AMENDMENTS TO THE PATERSON AVENUE  
REDEVELOPMENT PLAN**

**WHEREAS**, the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “Act”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment or areas in need of rehabilitation, as such terms are defined in the Act; and

**WHEREAS**, on December 10, 2007, the Town of Newton (the “Town”), designated Block 12.02, Lots 2 and 2.01 together with the public rights-of-way along Paterson Avenue, Stratford Lane and Jersey Place as an area in need of redevelopment in accordance with the Act (hereinafter, the “Redevelopment Area”); and

**WHEREAS**, on November 10, 2008, after review and comment by the Town’s Planning Board in accordance with the Act, the Town implemented the Paterson Avenue Redevelopment Plan (as thereafter amended from time to time, the “Redevelopment Plan”); and

**WHEREAS**, by Ordinance 2011-18 adopted on August 22, 2011, the Town has previously amended the Redevelopment Plan; and

**WHEREAS**, the Town wishes to further amend the Redevelopment Plan to encourage the rehabilitation and expansion of the existing industrial buildings on the, and improve the appearance and compatibility of the industrial uses with the surrounding residential neighborhood by providing for a greater variety of light industrial uses than previously proposed, specifically food and beverage production and microbreweries with accessory taproom, retail sales, tours and special events (the “Proposed Amendment”); and

**WHEREAS**, the Town Council by Resolution No. 185-2015 adopted on November 9, 2015, referred the Proposed Amendment to the Planning Board for its review and comment in accordance with *N.J.S.A. 40A:12A-7(e)* of the Act; and

**WHEREAS**, at a duly noticed and constituted public meeting of the Planning Board held on December 16, 2015, Jessica Caldwell, P.P., A.I.C.P. (the “Planning Consultant”) presented the Proposed Amendment and further addressed any questions and comments presented by the Planning Board; and

**WHEREAS**, after due consideration of the Proposed Amendment, testimony regarding the Proposed Amendment, and discussion of the foregoing, the Planning Board by Resolution dated December 16, 2015, recommended certain changes to the Proposed Amendment, found that the Proposed Amendment (both with and without such recommendations) is consistent with the Town's Master Plan, and that the Town adopt the Proposed Amendment, as revised, as an amendment to the Redevelopment Plan; and

**WHEREAS**, the Town wishes to adopt the Proposed Amendment with the recommended changes contained in the Planning Board Resolution and has incorporated the Planning Board's recommended changes into the Proposed Amendment (the "Amended Redevelopment Plan" attached hereto as **Exhibit A**);

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, AS FOLLOWS:**

Section 1. The Town concurs with the Planning Board's determination that the Proposed Amendment, including as modified by the revisions requested by the Planning Board, is consistent with the Master Plan. The Amended Redevelopment Plan as filed in the Office of the Town Clerk, and attached hereto as **Exhibit A**, is hereby approved.

Section 2. The zoning map of the Town of Newton is hereby amended to incorporate the provisions of the Amended Redevelopment Plan.

Section 3. This Ordinance shall take effect as provided in 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 December 28, 2015. 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 January 11, 2016 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk

**EXHIBIT A**

AMENDED REDEVELOPMENT PLAN

# PATERSON AVENUE REDEVELOPMENT PLAN AMENDMENT

TOWN OF NEWTON  
SUSSEX COUNTY, NEW JERSEY



December 28, 2015

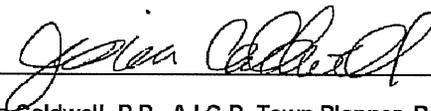
 **J Caldwell**  
& ASSOCIATES LLC  
PLANNING CONSULTING SERVICES

**PATERSON AVENUE REDEVELOPMENT PLAN AMENDMENT**

**TOWN OF NEWTON  
SUSSEX COUNTY, NEW JERSEY**

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Jessica Caldwell, P.P., A.I.C.P., Town Planner, P.P. # 5944

## **PLAN CONSISTENCY REVIEW**

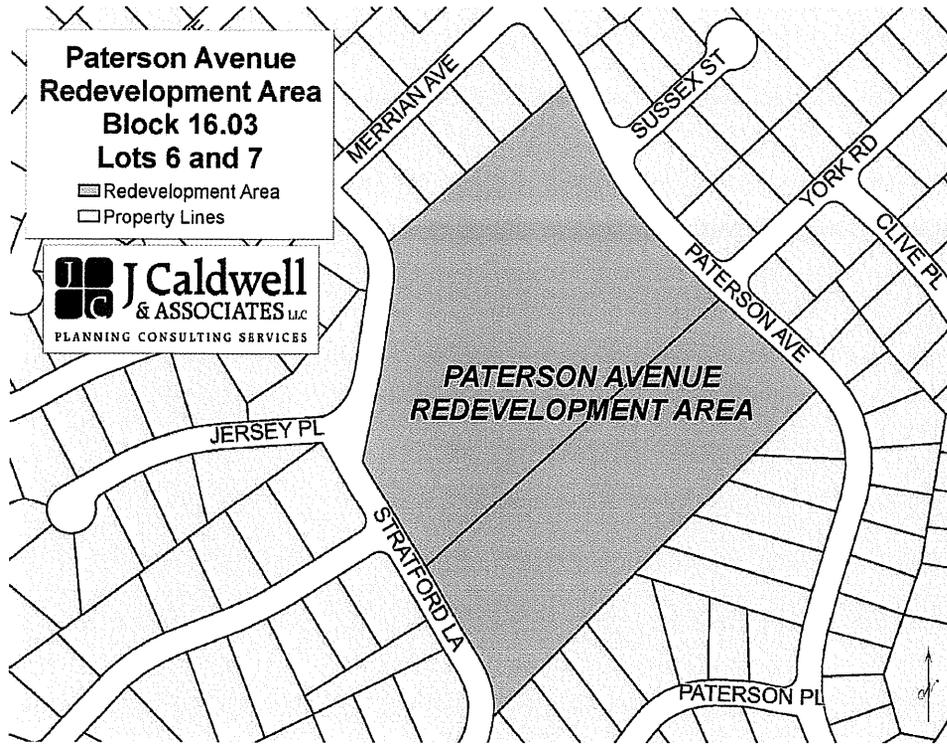
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### **BACKGROUND**

The Paterson Avenue Redevelopment Plan (the “Plan”) governs the Paterson Avenue Redevelopment Area, designated by the Town of Newton on December 10, 2007, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”). The Plan was adopted by the Town Council on November 10, 2008 and amended on August 22, 2011 to permit the continuation of Light Industrial, Offices and Research and Development on the site.

The Plan Area consists of Block 16.03, Lots 6 and 7 (former Block 1201.02, Lots 2 and 2.01), along with the adjacent public rights-of-way along Paterson Avenue, Stratford Lane and Jersey Place as shown in the map below. The Plan Area covers 12.57 acres.

The purpose of this Plan Amendment is to provide for a greater variety of Light Industrial uses than previously proposed, specifically Food and Beverage Production with accessory Sampling Rooms, Retail Sales and Special Events, Craft Breweries with accessory Tasting Room, Retail Sales, Tours and Special Events and Craft Distilleries with accessory Tasting Room, Retail Sales, Tours and Special Events. The Plan Amendment will encourage the rehabilitation of the existing industrial buildings on the site, and improve the appearance and compatibility of the industrial uses with the surrounding residential neighborhood.



**AMENDMENTS TO THE REDEVELOPMENT PLAN**

The Redevelopment Plan contemplates the potential for amendments to the Plan. Section 9.1 of the Redevelopment Plan states the following: “as development occurs within the Area, development priorities and market demands may change. This Plan should have the ability to meet the changing needs of market demand, the Town of Newton and its citizens. Amendments may be required in order to accommodate these changes.” As noted previously, the amendments proposed are being developed to provide for greater development opportunities including rehabilitation of the existing buildings on the site to permit certain Light Industrial uses, namely Food and Beverage Production with accessory Sampling Rooms, Retail Sales and Special Events and Craft Distilleries and Craft Breweries, both with accessory Tasting Room, Retail Sales, Tours and Special Events.

The redevelopment goals as stated in the Plan focus on creating positive development opportunities within the Plan Area. The Plan Amendment seeks to further support the redevelopment goals by providing opportunity for rehabilitation of existing structures in addition to new development. Some specific Redevelopment Goals furthered by this Plan Amendment are as follows:

1. To allow more efficient use of land and to expand the Town's tax base by encouraging high-quality development.
2. To maximize the participation of private developers while minimizing the participation of the public sector.
3. To enhance the positive visual character and safety of the Area and surrounding neighborhood through building placement and design, landscaping and streetscape improvements.

The proposal is also consistent with the Town of Newton Master Plan. In particular, the proposed amendment furthers the following goals:

1. To provide sufficient space in appropriate locations for a variety of residential, recreational, commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all the citizens of Newton.
2. To encourage Light Industrial development subject to performance standards that would be compatible with the "Regional Center" development concept of Newton.

The proposal is also consistent with the New Jersey State Development and Redevelopment Plan (SRDP) which designates the Town of Newton as a Regional Center. Regional Centers should provide a variety of commercial and residential uses in a compact development pattern.

For these reasons, the proposed Plan Amendments continue to further the stated goals of the Plan, the goals of the Town of Newton Master Plan and the State Development and Redevelopment Plan.

The proposed Plan Amendments do not impact the zoning plans of any adjacent municipalities as the proposed use changes do not vary in a significant way from the existing uses for this area, which include other types of light industrial and function without negative impacts to adjacent municipalities' zone plans. In addition to the foregoing, the findings, analyses and elements required by N.J.S.A. 40A:12A-7 in the existing Plan are not affected by this Amendment and are incorporated herein by reference.

Based upon the foregoing, it is recommended that the following amendments be made to the Paterson Avenue Redevelopment Plan.

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## PATERSON AVENUE REDEVELOPMENT PLAN AMENDMENT

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**Generally:**

Notwithstanding any other provision of this Redevelopment Plan to the contrary, graphics included in this Redevelopment Plan which represent residential and home office uses, including but not necessarily limited to Section 1.8, Development Axonometric Section 1.9 Illustrative Site Plan; and Section 4.1 Land Use Plan shall continue to apply to residential and home office uses permitted under this Redevelopment Plan and shall not be construed to prohibit Offices, Light Industrial, Research and Development, Warehouses, Craft Breweries, Craft Distilleries, Food and Beverage Production and other related accessory uses that are permitted in accordance with Section 4.1 of this Redevelopment Plan.

**At Section 1.7, Goals of the Plan, under Redevelopment Goals, revise Goal #3 as follows:**

To ensure that to the extent that Light Industrial and similar uses are developed within the Paterson Avenue Redevelopment Area, they are developed in a manner that does not create a nuisance to the surrounding residential neighborhood.

**At Section 1.7, Goals of the Plan, under Redevelopment Objectives, revise Objective #2 as follows:**

Rehabilitation or clearance of all dilapidated and underutilized structures.

**At Section 2.1, Existing Zoning, revise the first paragraph as follows:**

The Redevelopment Area is located in the T-3 Neighborhood Residential District.

**At Section 3.0, Definitions, add the following:**

**Craft Brewery:** An establishment primarily engaged in the production and distribution of beer, ale, or other malt beverages which may include accessory uses such as a Tasting Room, Retail Sales, Tours and Special Events. A Craft Brewery may manufacture up to 50,000 barrels of malt beverages per year for wholesale distribution, sale to retail establishments and directly to the consumer, with appropriate state and federal licenses.

**Craft Distillery:** An establishment primarily engaged in the production and distribution of distilled spirits which may include accessory uses such as a Tasting Room, Retail Sales, Tours and Special Events. A Craft Distillery may manufacture up to 20,000 gallons of distilled spirits per year for wholesale distribution, sale to retail establishments and directly to the consumer, with appropriate state and federal licenses.

**Food and Beverage Production:** The production of food or beverage products from raw goods and/or farm products, such as salsa from vegetables, cheese from milk, jams and pies from fruit, juice from fruits or vegetables, etc. (syn. value added food production). Food and beverage production facilities may include accessory uses such as a Sampling Room, Retail Sales and Special Events.

**Silo:** An exterior structure for the storage of bulk malt, grain and/or other dry ingredients for use in the production of food or beverages, and is accessory to a Craft Brewery, Craft Distillery or Food and Beverage Production facility.

**Special Events:** A single-day outdoor public gathering permitted as an accessory use to a Craft Brewery, Craft Distillery or Food and Beverage Production facility.

**At Section 4.1, Land Use Regulations add the following to list of “Permitted Uses:”**

Craft Breweries.

Craft Distilleries.

Food and Beverage Production.

**At Section 4.1, Land Use Regulations amend the title of “Accessory Uses” to “Accessory Uses and Structures” and add the following to the list of “Accessory Uses and Structures”:**

Silos.

Outdoor Seating Areas for Tasting/Sampling Rooms Associated with a Permitted Use.

Special Events, as an accessory use to Craft Breweries, Craft Distilleries or Food and Beverage Production, subject to the following use standards:

- 1) A maximum of one event per month or 12 Special Events annually per facility.
- 2) All Special Events shall end no later than 10:00 p.m.
- 3) Sound amplification shall be in accordance with local, county and state noise standards.
- 4) Outside vendors are permitted to sell food, beverages and merchandise during special events.

- 5) Tenants shall be responsible for parking management, outdoor security and trash pick-up.
- 6) Special Events must comply with all applicable municipal codes including, but not limited to the zoning code, health code, building code, alcoholic beverage code, and police department and fire department requirements.

**At Section 6.2, Setback Regulations add “Craft Brewery”, “Craft Distillery” and “Food and Beverage Production” to the list of non-residential uses under bulk requirements as follows:**

Bulk Requirements: Offices, Light Industrial, Research and Development, Warehouses, Craft Brewery, Craft Distillery and Food and Beverage Production.

**At Section 6.3, Minimum and Maximum Height Regulations add “Craft Brewery (including Silos)” “Craft Distilleries (including Silos)” and “Food and Beverage Production” to the list of non-residential uses under height regulations as follows:**

Office/Light Industrial/Research and Development/Warehouses/Craft Brewery (including Silos)/Craft Distilleries (including Silos)/Food and Beverage Production: Maximum structure height of 35 feet - composed of one or more stories. Notwithstanding any other provision of this Redevelopment Plan to the contrary, this Redevelopment Plan does not impose a minimum or maximum floor-to-ceiling height for Office, Light Industrial, Research and Development, Warehouse, Craft Brewery (including Silos), Craft Distillery (including Silos), Food and Beverage Production uses. Exhaust stacks may exceed height restrictions.

**At Section 6.11, Building Signage and Lighting Standards add “Craft Brewery”, “Craft Distillery” and “Food and Beverage Production” to the list of sign requirements as follows:**

5. Signs for Offices, Light Industrial, Research and Development and Warehouses. One (1) ground-mounted sign is permitted per lot with a maximum size of 40 square feet and a minimum setback of 10 feet is required.
6. Signs for Craft Breweries (including Tasting Room and Retail Sales), Craft Distilleries (including Tasting Room and Retail Sales) and Food and Beverage Production (including Sampling Room and Retail Sales).
  - a. Wall signs. Two (2) wall, awning/canopy or projecting/blade/hanging signs are permitted per road frontage and one (1) additional per non-frontage side per establishment. Wall signs may be one (1) square foot per lineal foot of façade. Awning/canopy signs may be four (4) square feet in area. Projection/blade/hanging sign may be eight (8) square feet in area.

- b. Directional signs. One (1) directional sign is permitted per ingress and egress. Directional signs may be four (4) square feet in area.
- c. Temporary signs. One (1) temporary sign/banner is permitted per establishment.
- d. Any signage standard not specified in this Redevelopment Plan shall be in accordance with the Town of Newton Sign Ordinance contained in §320-25, Sign standards.

**At Section 6.12, Building Parking Standards, revise the list of parking requirements for non-residential uses to include “Craft Brewery”, “Craft Distillery” and “Food and Beverage Production” as follows:**

- 6. Parking Requirements: Offices, Light Industrial, Research and Development, Warehouses, Craft Brewery, Craft Distillery and Food and Beverage Production: Notwithstanding any other provisions of this Redevelopment Plan to the contrary, parking requirements for Office, Light Industrial, Research and Development, Warehouses, Craft Breweries, Craft Distilleries and Food and Beverage Production shall be as follows:
  - a. Office, Light Industrial and Research and Development: One (1) space for 1,100 sq. ft. of floor area.
  - b. Warehouses: One (1) space per 2,500 sq. ft. of floor area.
  - c. Craft Brewery/Craft Distillery: One (1) space for 1,100 sq. ft. of floor area or one (1) for every two (2) customers allowed based on number of seats in the Tasting Room, whichever is greater, plus one (1) space per employee.
  - d. Food and Beverage Production: One (1) space for 1,100 sq. ft. of floor area or one (1) for every two (2) customers allowed based on number of seats in the Sampling Room, whichever is greater, plus one (1) space per employee.

**At Section 7.10 Landscaping and Buffering – Offices, Light Industrial, Research and Development and Warehouses, revise the first paragraph of the landscaping and buffering standards to include “Craft Breweries (including Silos)”, Craft Distilleries (including Silos) and “Food and Beverage Production” as follows:**

Notwithstanding any other provisions of this Redevelopment Plan to the contrary, the landscaping and buffering requirements with respect to landscaping and buffering for Offices, Light Industrial, Research and Development, Warehouses, Craft Breweries (including Silos), Craft Distilleries (including Silos) and Food and Beverage Production shall be as follows:



## TOWN OF NEWTON

### RESOLUTION #260-2015

**December 28, 2015 "Appointment of Special Counsel for Tax Appeals, Public Defender and Deputy Public Defender for Calendar Year 2016"**

**WHEREAS**, the Town of Newton has a need to acquire legal counsel for certain specific matters under non-fair and open contracts pursuant to provisions of N.J.S. 19:44A-20; and

**WHEREAS**, said professional services will be needed by the Town of Newton during calendar year 2016, and appropriate agreements for the appointment of each attorney have been prepared and executed by said attorneys; and

**WHEREAS**, the below named professionals have completed and submitted a Business Entity Disclosure Certification which certifies that each professional has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one (1) year, and that the contract will prohibit the professional from making any reportable contributions through the term of the contract; and

**WHEREAS**, the anticipated term of each individual contract is one (1) year;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Newton authorizes the Mayor and Municipal Clerk to execute an agreement in duplicate with each professional listed below:

Robert B. McBriar, Esq. Schenck, Price, Smith & King, LLP	Special Counsel for Tax Appeals
James P. Sloan, P.C. Attorney-At-Law	Public Defender
Daniel P. Agatino, J.D., Ph.D., Gruber, Colabella, Liuzza & Thompson	Deputy Public Defender

**BE IT FURTHER RESOLVED** that a fully executed copy of each agreement be provided to each of the respective attorneys with a certified copy of this Resolution and advertised according to State Statute.

#### 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 28, 2015.

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #261-2015

December 28, 2015 "Reappointment of Edward Dudes to the Newton Parking Authority"

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that Edward Dudes is hereby reappointed to a five (5) year term on the Newton Parking Authority, effective immediately with said term continuing to December 31, 2020.

#### 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 28, 2015.

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #262-2015

December 28, 2015    **“Reappointment of Mark Maruska and Kevin Prendergast to the Economic Development Advisory Commission”**

**BE IT RESOLVED**, by the Town Council of the Town of Newton that Mark Maruska and Kevin Prendergast are each hereby reappointed to a full three-year term on the Newton Economic Development Advisory Commission, effective January 1, 2016 and continuing through December 31, 2018.

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#### 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 28, 2015.

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #263-2015

December 28, 2015 "Appointment of Kacie Member as an Alternate Member of the Newton Planning Board"

**WHEREAS**, there is currently a vacancy on the Town of Newton Planning Board for an Alternate Member; and

**WHEREAS**, Kacie Member, has expressed an interest in serving on the Planning Board;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that Kacie Member is hereby appointed to a two-year term as an Alternate Member of the Newton Planning Board, effective January 1, 2016 with said term continuing to December 31, 2017.

### CERTIFICATION

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #264-2015

**December 28, 2015 "Reappointment of Donald Vrahnos to the Utility Advisory Board"**

**BE IT RESOLVED**, by the Town Council of the Town of Newton that Donald Vrahnos is hereby reappointed to a five-year term on the Utility Advisory Board, effective January 1, 2016 and continuing through December 31, 2020.

#### CERTIFICATION

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk



**TOWN OF NEWTON  
RESOLUTION #265-2015**

**December 28, 2015 "Authorize Credits Due Water and Sewer Utility Accounts"**

**WHEREAS**, the Water and Sewer Collector has determined the following Water and Sewer Utility Accounts are due credits for the reasons stated:

**NOW THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that the Water and Sewer Collector is hereby authorized to credit the aforementioned accounts for amounts billed incorrectly due to the reasons stated:

**Utility Board Recommends Credit of Sewer Charges Due to Water Leaks:**

<u>Account</u>	<u>Address</u>	<u>Amount</u>
7408	37 Linwood Ave.	\$150.00
1974	75 Trinity St.	\$2,097.00

**CERTIFICATION**

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #266-2015

#### December 28, 2015 "Resolution by the Town Council of the Town of Newton Authorizing an Agreement for Certain Legal Services"

**WHEREAS**, there exists a need for specialized legal services in connection with the redevelopment program and the authorization and the issuance of bonds, notes or other obligations of the Town of Newton (the "Town") in the County of Sussex, State of New Jersey, including the review of such procedures and the rendering of approving legal opinions acceptable to the financial community; and

**WHEREAS**, such special legal services can be provided only by an experienced law firm and recognized Bond Counsel firm, and the law firm of McManimon, Scotland & Baumann, L.L.C., Roseland, New Jersey has the experience and is so recognized by the financial and legal community; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, requires that notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised;

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

1. The law firm of McManimon, Scotland & Baumann, L.L.C., Roseland, New Jersey is hereby retained to provide the specialized legal services necessary in connection with the redevelopment program and the authorization and the issuance of bonds, notes or other obligations by the Town in accordance with an Agreement dated December 10, 2015 and submitted to the Town (the "Contract").
2. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.
3. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the Town.
4. A notice in accordance with the Local Public Contracts Law of New Jersey shall be published 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 28, 2015.

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #267-2015

**December 28, 2015** “Authorizing the Public Sale of Real Property Located at 27 Orchard Street, Block 22.09, Lot 7 (formerly Block 1208, Lot 11), Pursuant to N.J.S.A. 40A:12-13”

**WHEREAS**, the Town of Newton is the owner of property set forth in Schedule “A” which property is no longer needed or required for municipal use; and

**WHEREAS**, the Newton Town Council deems it in the best interest of the Town of Newton to sell the property by public auction sale in accordance with the provisions of N.J.S.A. 40A:12-13(a) et seq.; and

**WHEREAS**, the Town of Newton is utilizing the services of Max Spann Real Estate & Auction Company, an auction company in order to market the property. A condition of the sale as reflected below is that the successful bidder shall be responsible for paying the “Buyer’s Premium” to Max Spann Real Estate & Auction Company equal to ten percent (10%) of the sales price, this fee shall be added to the successful bidder’s bid;

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

1. The Town of Newton shall sell, pursuant to the provisions of N.J.S.A. 40A:12-13(a), the property listed on Schedule “A”. If a minimum sale price is set for the property it is reflected in Schedule “A”, which sum is not less than the fair market value.
2. The sale shall be conducted as an auction and shall take place as published per paragraph 3 below (hereinafter referred to as “sale date”) at the Town of Newton Municipal Building, 39 Trinity Street, Newton, New Jersey 07860.
3. A copy of this resolution shall be posted on the bulletin board or other conspicuous place in the Municipal Building. Notice of the public sale shall be published in the official Town of Newton newspaper by two insertions at least once a week during two consecutive weeks, the last publication shall be within seven (7) days prior to the sale date.
4. In the event any of the properties being sold are less than the minimum size required for development under the Town of Newton Zoning Ordinance and are without any capital improvements, contiguous property owner(s) shall have the right of first refusal as provided for in N.J.S.A. 40A:12-13.2. In order to exercise the right of first refusal, the contiguous property owner(s) must appear at the public sale and exercise their right of first refusal by bidding on the property. For properties subject to N.J.S.A. 40A:12-13.2, a copy of this Resolution shall be mailed to the contiguous property owners at their last known address as reflected on the tax duplicates. The Resolution shall be mailed at the time that Notice is first published as provided for in paragraph three of this Resolution.

5. The property shall be sold subject to the following terms and conditions:
- (a) The descriptions of the property are intended as a general guide only and may not be accurate. No representations of any kind are made by the Town of Newton as to the conditions of the property; the premises are being sold in the present condition "as is".
  - (b) The property shall be sold for not less than the amount, if any set forth in Schedule "A".
  - (c) The Town of Newton does not warrant or certify title to the property and in no event shall the Town of Newton be liable for any damages to the purchaser/successful bidder if title is found unmarketable and the purchaser/successful bidder waives any and all right in damages or by way of liens against the Town of Newton. The sole remedy being the right to receive a refund, prior to closing, of the deposit paid in the event title is found unmarketable. It shall be the obligation of the successful purchaser to examine title to the premises prior to the closing. In the event of closing and later finding of defect of title, the Town of Newton shall not be responsible for the same nor shall it be required to refund money or correct any defect in title or be held liable for damages.
  - (d) Acceptance of the highest bid shall constitute a binding agreement of sale, and the purchaser shall be deemed to agree to comply with the terms and conditions of the sale contained in this resolution.
  - (e) Bidder shall deposit with the Town cash, check or money order in the amount of not less than 10% of the bid price at the time of sale. In the event the successful bidder fails to deposit 10% of the bid price at the time of the sale, the Town of Newton will re-auction the property at the same public sale. If the successful bidder fails to pay the deposit, the bidder shall be responsible for any difference between their bid and the final sale bid in the event such bid is lower than the bid of the original bidder.
  - (f) The Purchaser must pay the balance of the purchase price, plus (1) the sum of \$450 for the legal services incurred by the Town, (2) a Buyer's Premium directly to the auctioneer, Max Spann Real Estate & Auction Company, which is equal to ten percent (10%) of the successful bidder's bid, (3) the Town of Newton's advertising and recording fees within thirty (30) days after the date the Council adopts a resolution confirming the winning bid(s). and (4) realty transfer fees, if any. The balance shall be paid by certified funds. Once the purchase price has been paid, a Quitclaim Deed without covenants will be prepared by the Town Attorney and, after execution by the Town Officials, shall be recorded with the Sussex County Clerk's Office by the Town Attorney. Additional work performed by the Town Attorneys beyond the standard preparation of the sale resolutions, Deed and closing statement shall be billed at the rate charged by the Town Attorney's and shall be the responsibility of the purchaser, which fees must be paid prior to the Deed being recorded.

- (g) The Deed will be subject to all matters of record which may affect title, including what an accurate survey may reveal, as well as the requirements of the Ordinances of the Town of Newton. The Town of Newton reserves an easement for all natural or constructed drainage systems or waterways on the premises and the continued right of maintenance and flow.

Property in Schedule "A", the real property located at 27 Orchard Street, Block 22.09, Lot 7 (formerly Block 1208, Lot 11).

- (h) The property will be sold subject to the current year taxes, pro rated from the date of sale.
- (i) The Town Council reserve the right to withdraw this offer to sell, or upon completion of the bidding to accept or reject any or all bids for the property or to waive any informality.
- (j) All bidders currently owning property within the Town of Newton must have their taxes, as well as sewer and water charges, paid to date in order to be a qualified bidder. In the event the bidder's taxes or sewer or water charges are delinquent, the bidder shall be deemed unqualified and such bid shall be rejected.
- (k) This sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the Town of Newton.
- (l) No employee, agent or officer of the Town of Newton has any authority to waive, modify or amend any of the conditions of sale.
- (m) The purchaser must abide by appropriate zoning, subdivision, health and building regulations and code and agrees that this sale will not be used as grounds to support any variance from or realization of the regulations.
- (n) The failure of the Purchaser to close on title within the time provided for in Subsection 5(f) of this Resolution shall constitute a breach of this Agreement unless the Town agrees in writing prior to that date to extend the time of the closing. In the event the Purchaser fails to close within the dates provided for in Section 5(f) or such date as maybe extended by the Town, the deposit paid by the Purchaser shall be retained by the Town as liquidated damages. The Town of Newton is entitled to retain the Purchaser's deposit to the extent of any expenses and/or losses it incurs including but not limited to advertising costs, attorneys fees, lost tax revenues from the date of the required closing as well as additional cost of resale and the difference in the sales price, to the extent the property is sold for a lower price and any subsequent sale. The only exception to this section is in the event that the Purchaser fails to close as a result of the title being unmarketable, in which case the Purchaser shall be entitled to a refund of their deposit as provided for in Section 5(c) of this Resolution.

- (o) The purchase shall not be used for any County Board of Taxation, Tax Court of New Jersey, or in any Courts of the State as grounds to support a challenge of the existing assessments with regard to other properties.
  - (p) The sale shall be subject to final approval by the Newton Town Council who may accept or reject any bid in their absolute discretion.
  - (q) Acceptance of the highest bid by the Town shall constitute a binding agreement of sale and purchaser shall be deemed to agree to comply with the terms and conditions of this resolution.
  - (r) In the event the property being sold to a contiguous property owner is less than the minimum size required for development under the municipal zoning ordinances and is without capital improvements, it shall merge with the successful bidder's existing adjoining property. The deeded conveyance shall contain a restriction that there shall be no subdivision of the merged lot or lots created by this sale and no structure or improvements shall be built on or under such property. The successful bidder shall provide a copy of their existing property Deed to the Town Attorney within seven (7) days of their being notified that they are the successful bidder of the sale.
5. If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this resolution.
6. Potential Bidders are advised:
- (a) To conduct all necessary title searches prior to the date of sale.
  - (b) No representations of any kind are made by the Town of Newton as to the conditions of the Property, including habitability or usability; the Property is being sold in its present conditions "as is".
  - (c) The Property will be conveyed by a Quit Claim Deed and such conveyance shall be subject to all covenants, restrictions, reservations and easements established of record or by prescription and without representation as to character of title of the Property to be conveyed.
    - (d) The highest bidder for the Property shall have the right, at its sole cost and expense, to obtain a new survey of the Property. Provided such survey depicts the Property and is certified to be correct to the Town of Newton, the Town of Newton shall utilize the legal description drawn in accordance with such survey in the Deed of conveyance, provided the highest bidder provides such legal description and a copy of the certified survey to the Town of Newton not less than one week prior to the date set for closing of title.

7. Additional Terms the Successful Bidder must comply with:
  - (a) To abide by appropriate zoning, subdivision, health and building regulations and codes and stipulate that this sale will not be used as grounds to support any variance from the regulations.
  - (b) That the failure to close title as agreed shall forfeit to the Town of Newton any and all money deposited with the Town.
8. This resolution shall take effect immediately.

**SCHEDULE "A"**

<b>Block/Lot</b>	<b>Street Address</b>	<b>Size</b>	<b>Status of Property</b>	<b>Zone</b>
<b>22.09/7 (formerly 1208/11)</b>	<b>27 Orchard St</b>	<b>0.344 acres</b>	<b>vacant land</b>	<b>T-3</b>

**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 28, 2015.

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #268-2015

December 28, 2015    **“Resolution Authorizing Professional Service Agreement with Max Spann Real Estate & Auction Company”**

**WHEREAS**, the Town of Newton previously attempted to sell the municipally owned property located at 27 Orchard Street, as listed on Schedule “A” attached, as shown on the Town of Newton Tax Map (“Property”) and there were no bidders for the Property; and

**WHEREAS**, the Town Council desires to use the services of a professional real estate auction company in order to market and auction the Property, which professional services are awarded under non-fair and open contracts pursuant to N.J.S.A. 40A:11-5; and

**WHEREAS**, the Town Council desires to hire Max Spann Real Estate & Auction Company to market the Property and conduct the auction. Max Spann Real Estate & Auction Company shall be paid by the buyers of the Property through a 10% buyer's premium to be added to the successful bid amount. However, in the event that the Property is sold and the sale is approved by the Town Council, and the buyer's premium does not equal or exceed \$4,000, the Town shall be responsible for paying the difference between the auction company's marketing investment of \$4,000 and the buyer's premium paid. In the event the Property does not sell, the Town is not responsible for paying the marketing investment;

**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 a professional services agreement with Max Spann Real Estate & Auction Company; and

**BE IT FURTHER RESOLVED**, that this Resolution and a copy of the professional services agreement shall be provided to Max Spann Real Estate & Auction Company, and shall be advertised, and is on file and available for public inspection in the office of the Municipal Clerk; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately and shall be void and of no effect in the event that Max Spann Real Estate & Auction Company does not sign the professional services agreement.

**SCHEDULE "A"**

<b>Block/Lot</b>	<b>Street Address</b>	<b>Size</b>	<b>Status of Property</b>	<b>Zone</b>
<b>22.09/7 (formerly 1208/11)</b>	<b>27 Orchard St</b>	<b>0.344 acres</b>	<b>vacant land</b>	<b>T-3</b>

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk



attorney, which documents shall be distributed by Max Spann Auction to prospective purchasers prior to the Auction.

(b) The Contract of Sale shall notify purchaser that the three (3) day attorney review period does not apply to this transaction.

(c) The Seller reserves the right to accept or reject any/or all bids. Any reserve price established by the Seller will be non-published and be held confidential between the Seller and Max Spann Auction until the conclusion of the Auction.

(d) The Town of Newton's attorneys, Laddey, Clark & Ryan, shall hold all deposit money. In case of forfeiture by a prospective purchaser of any earnest money payment upon the above described properties, said deposit money shall be divided equally between the parties hereto, one-half to the Seller and one half to the Max Spann Auction, except Max Spann Auction's portion shall not exceed the regular commission due.

(e) The closing of title shall take place within thirty (30) days of Seller's acceptance of the bid.

(f) Seller authorizes Max Spann Auction to advertise the Property.

4. **COMPENSATION:** The Seller is not responsible for payment of any fee, cost or expense, including but not limited to, brokerage commissions and advertising costs. In accordance with prevailing custom and practice, Max Spann Auction will charge a BUYERS PREMIUM and has determined it will charge a BUYERS PREMIUM of ten percent (10%) to be added to the sales price which sum shall be due and payable at closing from the sale proceeds. Seller agrees the sale will be contingent upon said BUYERS PREMIUM being paid by the purchaser.

Max Spann Auction represents and warrants that it will expend \$4,000.00 or more as its marketing investment for the Seller's properties ("Marketing Investment"). Notwithstanding the prior paragraph, in the event that the combined sale of the properties does not result in a BUYERS PREMIUM to Max Spann Auction equal or greater than \$4,000.00 the Seller agrees to pay to Max Spann Auction the difference between the \$4,000.00 Marketing Investment and the BUYERS PREMIUM paid from the sale of the properties. Seller shall have no obligation to pay all or any portion of Max Spann Auction's Marketing Investment if both properties are not sold.

5. **TERM:** This Agreement shall expire after the balance of the purchase price has been paid to Seller and the deed is tendered to the Buyer or six months after the auction date, whichever occurs sooner. However, Seller shall pay the BUYERS PREMIUM provided for in Section 4 from the sale proceeds on a completed purchase of the property from an accepted bid on the Auction Date or during the term of this Agreement, provided that the BUYERS PREMIUM will only be due and payable by

the Seller if the party to whom the property is sold is an individual or entity who actually registered to bid at the sale conducted by Max Spann Auction

6. **SELLER'S REPRESENTATIONS:** Seller makes the following representations:
  - (a) Seller understands its responsibilities under New Jersey's Law against Discrimination and agrees to abide by the same.
  - (b) Seller has title to the Property and the legal right to enter into this Agreement.
  - (c) Seller will provide Max Spann Auction with a Copy of the Resolution authorizing the sale which includes the parcels being sold.
  - (d) Seller shall convey title by quit claim deed with no representations or warranties.
7. **PROSPECTIVE PURCHASERS:** Seller shall refer to Max Spann Auction any and all inquiries from prospective purchasers or real estate brokers concerning the Property, from the date hereof until the end of the Term.
8. **BIDDER:** Max Spann Auction does not guarantee production of the highest bidder, nor does it guarantee execution of a Contract of Sale by the highest bidder at the Auction.
9. **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the Law of the State of New Jersey. In the event any part of this Agreement shall be negated as a matter of law, it is the intent of the parties that the balance of the Agreement shall remain in full force and effect. This Agreement shall be binding upon the heirs and assigns of both parties.
10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties and may not be amended or cancelled except by an Agreement in writing signed by both parties.
11. **Affirmative Action Requirements.** Max Spann Auction will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, Max Spann Auction will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Max Spann Auction agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

Max Spann Auction will, in all solicitations or advertisements for employees placed by or on behalf of Max Spann Auction, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

Max Spann Auction will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of Max Spann Auction's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Max Spann Auction agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the *Americans with Disabilities Act*.

Max Spann Auction agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

Max Spann Auction agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Max Spann Auction agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, Max Spann Auction agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Max Spann Auction shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report (attached as Exhibit "A")  
Employee Information Report Form AA 302

Max Spann Auction shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:37.

12. Political Contribution Disclosure. This Contract has been awarded to Max Spann Auction, based on the merits and abilities of Max Spann Auction to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20A et seq. The undersigned does hereby attest that Max Spann Auction, 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 contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract 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 contract is awarded, or to any candidate committee of any person serving in an elective public office of the Town when the contract is awarded. Max Spann Auction will submit a Business Entity Disclosure Certification in Form C.271 Political Contribution Disclosure Form and such other forms of documentation that may be required by the Seller.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands, as of the date first above written.

SELLERS

MAX SPANN REAL ESTATE &  
AUCTION CO.

TOWN OF NEWTON

By: \_\_\_\_\_  
Kevin Elvidge, Mayor

By: \_\_\_\_\_  
Maximillian M. Spann, President

Attest:

\_\_\_\_\_  
Lorraine Reade, Town Clerk

\_\_\_\_\_  
, Secretary

EXHIBIT A

<b>Block/Lot</b>	<b>Street Address</b>	<b>Size</b>	<b>Status of Property</b>	<b>Zone</b>
<b>22.09/7 (formerly 1208/11)</b>	<b>27 Orchard St</b>	<b>0.344 acres</b>	<b>vacant land</b>	<b>T-3</b>



## TOWN OF NEWTON

### RESOLUTION #269-2015

December 28, 2015 "To Cancel Capital Appropriation Balances in the General Capital Fund"

**WHEREAS**, the Town of Newton adopted Bond Ordinance #2009-29 on 12/14/2009, which was later amended by Bond Ordinance #2010-13 on 8/23/2010 to provide for the Redevelopment of Sparta Avenue in the amount of \$4,660,000; and

**WHEREAS**, the above stated General Capital Improvement appropriation balance remains dedicated to a project which is now complete; and

**WHEREAS**, there have been no expenditures against Bond Ordinance #2009-29 since 5/14/2012 and the Town Manager and other Town Officials have reviewed and determined there are no additional costs for these projects; and

**WHEREAS**, it is necessary to formally cancel said balances so the unexpended balances may be returned to each respective Capital Improvement Fund or credited to Fund Balance, and unused debt authorizations may be cancelled;

**NOW, THEREFORE BE IT RESOLVED**, by a majority of the full membership of the Town Council of the Town of Newton that the following unexpended and dedicated balances of the General Capital appropriations totaling \$399,414.21 be cancelled:

<u>Ordinance Number</u>	<u>Date Auth.</u>	<u>Project Description</u>	<u>Amount to be Cancelled</u>	
			<u>Funded</u>	<u>Unfunded</u>
2009-29	12/14/09	Redevelopment of Sparta Avenue	\$ 89,414.21	\$310,000.00

#### 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 28, 2015.

\_\_\_\_\_  
Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #270-2015

December 28, 2015 "Authorize Refund of Redemption Monies to Outside Lien Holder for Block 9.04, Lot 5 also known as 40 Moran Street"

**WHEREAS**, at the Municipal Tax Sale held on November 5, 2014, a lien was sold on Block 9.04, Lot 5, also known as 40 Moran Street, for 2013 taxes; and

**WHEREAS**, this lien, known as Tax Sale Certificate #1397, and was sold to Sunshine State Certificates V/BankUnited TTE for 0% redemption fee as well as a premium of \$30,000.00; and

**WHEREAS**, Provident Bank, owner of said property, has effected the redemption of Certificate #1397 in the amount of \$39,924.09;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that this Governing Body acknowledges that, Sunshine State Certificates V/BankUnited TTE is entitled to a redemption in the amount of \$39,924.09; and

**BE IT FURTHER RESOLVED**, that the Tax Collector be authorized to issue a check, in the amount of \$39,294.09 for the redemption of Certificate #1397 as well as the return of the premium in the amount of \$30,000.00 to Sunshine State Certificates V/BankUnited TTE, 7900 Miami Lakes Drive W, 3<sup>rd</sup> Floor, Miami Lakes, Florida 33016.

### 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 28, 2015.

---

Teresa Ann Oswin, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #271-2015

**December 28, 2015 “Appointment of Excel Environmental Resources, Inc. as Environmental Engineer for Calendar Year 2016”**

**WHEREAS**, the Town of Newton has a need for a qualified Environmental Engineer to provide consulting and engineering services throughout the year as matters arise; and

**WHEREAS**, engineering services is a professional service as defined by the Local Public Contracts Laws and is, therefore, exempt from public bidding requirements in accordance with for certain specific matters under non-fair and open contracts pursuant to provisions of N.J.S.A 40A:11-5(1)(a); and

**WHEREAS**, the Newton Town Council appointed Excel Environmental Resources, Inc., in previous years to provide environmental engineering on some specific parcels in the Town of Newton, and said professional services may be needed by the Town of Newton during calendar year 2016; and

**WHEREAS**, Excel Environmental Resources, Inc., has submitted a *Scope of Services* proposal for environmental engineering services; and

**WHEREAS**, the anticipated term of this contract is one (1) year ending December 31, 2016; and

**WHEREAS**, this contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts law, because Excel Environmental Resources, Inc., is a licensed Environmental Engineering Firm in 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;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, that it hererby appoints Excel Environmental Resources Inc., as Environmental Engineer for the Town of Newton for calendar year 2016; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to Excel Environmental Resources, Inc., and that a notice of this award be published in the newspaper of record 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 28, 2015.

\_\_\_\_\_  
Teresa A. Oswin, RMC  
Deputy Municipal Clerk

**Town of Newton  
Environmental Engineer**

**2016**

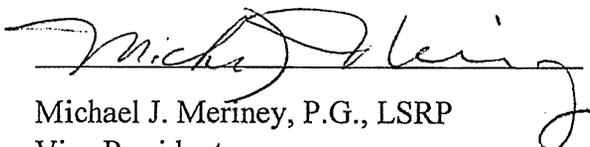
**Nature/Scope of Services** – Town of Newton is requesting qualifications from individuals and firms to provide Environmental Consulting services of a specialized nature to the Town, including but not limited to the following.

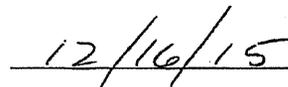
- Assistance in the formal preparation and submission of grant applications.
- Identification of possible funding sources matching the needs of the Township.
- Preparation of comprehensive applications for grants under the NJ Hazardous Discharge Site Remediation Fund. (HDSRF)
- The performance of Preliminary Assessments, Site Investigation, Remedial Investigation and Remedial Action involving the HDSRF and projects outside of the HDSRF program.
- Implementation of each of the phases of investigation, and a demonstrated ability to manage the Brownfield investigation and remediation process to achieve resolution of environmental issues within a reasonable timeframe.
- Assistance in contacting and meeting with the appropriate State Officials, both elected and agency or departmental, who have input in project funding.
- Assistance in preparing supplemental documents and presentation materials concerning projects and needs.
- Advocate and help obtain governmental funding assistance to advance a given environmental project on behalf of the Town of Newton.
- Preparation of financial, administrative and/or operating reports and/or documents required by the funding agency subsequent to the receipt of grant funds.
- Preparation of status reports indicating activities during the most recent month for presentation and discussion. .
- Follow up on all funding assistance on all Town environmental projects.

The Excel 2016 schedule of rates is attached for reference.

Authorization:

Excel Environmental Resources, Inc.

  
Michael J. Meriney, P.G., LSRP  
Vice President

  
Date

<b>MUNICIPAL GRANT SERVICES RATE SCHEDULE</b> <b>(Effective January 1, 2016)</b>
---

Principal	\$200.00	/hour
Project Director/Sr. Project Engineer	\$200.00	/hour
Sr. Project Manager	\$175.00	/hour
Sr. Remediation Site Manager	\$150.00	/hour
Project Manager III	\$150.00	/hour
Remediation Site Manager	\$125.00	/hour
Sr. Engineer/Sr. Geologist	\$125.00	/hour
Project Manager II	\$125.00	/hour
Sr. Project Geologist/Scientist/Engineer II	\$125.00	/hour
Project Manager I	\$115.00	/hour
Sr. Project Geologist/Scientist/Engineer I	\$115.00	/hour
Assistant Project Manager	\$105.00	/hour
Project Geologist/Scientist/Engineer II	\$105.00	/hour
Project Geologist/Scientist/Engineer I	\$95.00	/hour
Field Supervisor	\$95.00	/hour
Chief Financial Analyst	\$95.00	/hour
Staff Geologist/Scientist/Engineer II	\$85.00	/hour
Staff Geologist/Scientist/Engineer I	\$75.00	/hour
CAD Operator	\$75.00	/hour
Administrative Assistant/Technician	\$75.00	/hour

<b>Materials, Equipment &amp; Travel Expenses</b>
---

1. Outside services subcontracted by Excel, including subcontracted drilling and analytical services, will be billed at cost plus 15% to cover environmental insurance and other surcharges.
2. Mileage will be billed from the Excel Environmental Resources office to the site location at the IRS Standard mileage rate for businesses for 2016.



## TOWN OF NEWTON

### RESOLUTION #272-2015

**December 28, 2015 "Concur with the Recommendation of the Utility Advisory Board in Allocating Water Gallonage and Fees for 178-180 Spring Street"**

**WHEREAS**, at a regular meeting of the Newton Utility Advisory Board conducted on December 15, 2015, Mr. Wayne McCabe, representing Mr. John Kweselait and Mr. Gercino Soares proposed installation of a 2" water service line from the existing 4" water main on Adams Street to provide adequate domestic water for six one-bedroom apartments with a usage of 100 gallons each per day, and two studio apartments with a usage of 80 gallons each per day on the second and third floors. Two commercial units on the first floor consisting of one 884 square-foot unit and another of 1,251 square feet, totaling 2,135 square feet. Total water connection fees for the first floor of \$5,200, and \$14,060 for the second and third floors, totaling \$19,260.

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that this Governing Body hereby concurs with the recommendation of the Utility Advisory Board and conditionally approves the fees set forth above.

### 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 28, 2015.

---

Teresa A. Oswin, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #273-2015

**December 28, 2015 "Authorize Change Order No. 2 for the Replacement of the Primary Settling Tank Drive and Covers at the Newton WWTP and Final Acceptance of the Project"**

**WHEREAS**, on January 28, 2015 the Newton Town Council adopted Resolution #14-2015, awarding a contract to JEV Constructions, LLC., for the Replacement of the Primary Settling Tank Drive and Covers at the Newton WWTP in the amount of \$156,000.00; and

**WHEREAS**, on October 26, 2015 the Newton Town Council adopted Resolution #180-2015 which approved Change Order #1 increasing the total contract to \$166,450.00; and

**WHEREAS**, the Project Engineer, Anthony R. Gagliostro, of Hatch Mott McDonald, recommends in his memo dated December 15, 2015, approving Change Order No. 2, for the Replacement of the Primary Settling Tank Drive and Covers at the Newton WWTP when the contractor values and the unused allowance item amount results in a credit with a total value of \$4,025.00 for a total contract of \$162,425.00; and

**WHEREAS**, in a letter to the Deputy Town Manager dated December 16, 2015, Project Engineer, Anthony R. Gagliostro, of Hatch Mott McDonald, states said project has been completed and recommends the project be accepted as final and complete;

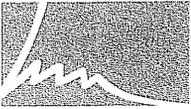
**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it hereby concurs with the Project Engineer's recommendation and accepts Change Order No. 2 for the Replacement of the Primary Settling Tank Drive and Covers at the Newton WWTP, and accepts the project as final and complete; and

**BE IT FURTHER RESOLVED**, that a copy of Change Order No. 2, and Mr. Gagliostro's recommendation letters of December 15, 2015 and December 16, 2015, be attached to and made part of this Resolution.

### 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 28, 2015.

\_\_\_\_\_  
Teresa A. Oswin, RMC  
Deputy Municipal Clerk



Hatch Mott  
MacDonald

Hatch Mott MacDonald  
111 Wood Avenue South  
Iselin, New Jersey 08830-4112  
T 973.379.3400 www.hatchmott.com

RESOLUTION  
273-2015

December 15, 2015

Ms. Debra J. Millikin, MPAL  
Deputy Town Manager  
Town of Newton  
39 Trinity Street  
Newton, New Jersey 07860

**Re: Town of Newton  
Replacement of the Primary Settling Tank Drive and Covers  
at the Newton Wastewater Treatment Plant  
Contract Change Order No. 2 (FINAL)  
HMM Project No. 339823**

Dear Ms. Millikin:

We are transmitting herewith three (3) original sets of Contract Modification No. 2 (FINAL) for the above referenced project. Contract Modification No. 2 (FINAL) documents the final quantities and establishes the final contract value for the Replacement of the Primary Settling Tank Drive and Covers at the Wastewater Treatment Plant construction contract, awarded to JEV Construction LLC. It also increases the Contract Time and sets the Final Contract Completion Date as December 4, 2015.

When the Contract values are reconciled with the total earned values and the unused allowance item amount, Contract Modification No. 2 (FINAL) results in a credit with a total value of (\$4,025.00). This corresponds to a Final Contract Amount of \$162,425.00, which will be the basis of the Final Payment Application.

It is requested that after review, approval, and signing, the Town returns two (2) sets of the Contract Modification No. 2 (FINAL) forms to this office for our records and distribution to the Contractor. Please have the cover page of each set signed and dated by the Town where indicated.

Should you have any questions regarding this matter, please do not hesitate to call me at 973-912-2442.

Very truly yours,

Hatch Mott MacDonald

Anthony R. Gagliostro, PE  
Associate  
T 973.912.2442 F 973.912.2455  
anthony.gagliostro@hatchmott.com

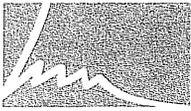


Hatch Mott  
MacDonald

encl.

cc: J. Carr – Town of Newton (via email)  
E. Almeida, J. Dematos – JEV Construction LLC. (via email)  
J. Scheri – HMM (via email)

Document # 72919731



December 16, 2015

Ms. Debra J. Millikin, MPAL  
Deputy Town Manager  
Town of Newton  
39 Trinity Street  
Newton, New Jersey 07860

**Re: Town of Newton  
Replacement of the Primary Settling Tank Drive and Covers  
at the Newton Wastewater Treatment Plant  
Payment Application No. 3 (FINAL)  
HMM Project No. 339823**

Dear Ms. Millikin:

We are transmitting herewith one (1) signed original and one (1) copy of Payment Application No. 3 (FINAL) for the above referenced project. Also enclosed for your reference and use are copies of the August 2015 AA-202 monthly report and certified payroll for the payment period as received from the Contractor.

The Contractor, JEV Construction LLC, is requesting payment for the completion of the Primary Settling Tank drive and covers replacement work at the Wastewater Treatment Plant, including the installation of the new drives and controls; the Inlet Building concrete floor slab modifications under Change Order No. 1; miscellaneous punch list items; and final clean-up and restoration.

This is the final payment under this Contract and after release of retainage, the Contractor is entitled to payment of \$21,329.50, for which we recommend payment. The Contract is now 100 percent complete by dollar value and December 4, 2015 has been established as the Contract Completion date, per Change Order No. 2 (FINAL).

We are also forwarding herewith the following documents as received from the Contractor as part of the contract closeout:

- ◆ Two (2) sets of the fully executed Maintenance Bond, with original signatures and corporate seals.
- ◆ Two (2) sets of the fully executed Final Waiver of Lien form.
- ◆ One (1) copy of the Business Registration and Public Works Contractor Registration certificates for the subcontractor R. Spark Incorporated.
- ◆ One (1) full-size copy of the record drawing information.

We note at an original signed Town of Newton Payment Voucher form related to this payment application has not been submitted yet by the Contractor and is not included in



Hatch Mott  
MacDonald

this transmittal package. We have advised the Contractor that this form is required and we will forward the fully executed payment voucher as soon as we receive it from the Contractor.

We trust that the enclosed documents are acceptable to the Town, but should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

Hatch Mott MacDonald

A handwritten signature in black ink that reads "Anthony R. Gagliostro".

Anthony R. Gagliostro, PE

Associate

T 973.912.2442 F 973.912.2455

anthony.gagliostro@hatchmott.com

encl.

cc: J. Carr – Town of Newton (via email)  
E. Almeida, J. Dematos – JEV Construction, LLC. (via email)  
J. Scheri – HMM (via email)

Document # 72924005

**CONTRACT CHANGE ORDER**

**Project:** Replacement of the Primary Settling Tank Drive and Covers at the Newton Wastewater Treatment Plant

**Change Order No: 2 (FINAL)**  
**Date:** December 7, 2015

**Contractor:**  
JEV Construction LLC  
116 West Main Street, 2nd Fl  
Clinton, NJ 08809

**Engineer:**  
Hatch Mott MacDonald  
111 Wood Avenue  
Iselin, NJ 08830

**Owner:**  
Town of Newton  
39 Trinity Street  
Newton, NJ 07860

**Project No:** 339823 (HMM)  
**Contract No:** Not Appl.

**Description of Change:** Pursuant to the clause of the contract covering changes, the contractor shall furnish all labor and materials and all work necessary to accomplish the following described work:

Provide a credit for unused allowance amounts and establish the final quantities completed and contract amount earned for the Replacement of the Primary Settling Tank Drive and Covers at the Newton WWTP under Purchase Order No. 45607 as awarded to JEV Construction LLC per the attached breakdown. The Contract Time shall be increased by a total of 94 days for constraints beyond the Contractor's and Owner's control, setting the Contract Completion Date as December 4, 2015. This final quantities change order in point satisfies all claims for costs covered by the Contract. JEV Construction hereby certifies that the costs are complete, current, and accurate.

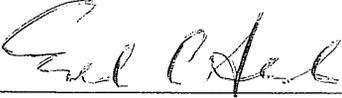
As a result of the above, the contract price is revised as follows:

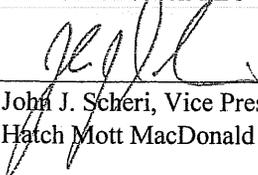
Item No.	Item Description	Unit	Est Qty	Unit Price	Extensions
CO2-1	Final Quantities Adjustment See attached breakdown	LS	1	\$ (4,025.00)	\$ (4,025.00)

*Subtotal* \$ (4,025.00)

<b>Total Net Value of This Change Order:</b>	\$ (4,025.00)
<b>Original Contract Amount:</b>	\$ 156,000.00
<b>Total Value of Previous Change Orders:</b>	\$ 10,450.00
<b>New Contract Amount (Including This Change Order):</b>	\$ 162,425.00

The contract time is hereby increased by 94 calendar days as a result of this Change Order.

**Accepted By Contractor:**  Date: 12/7/15  
Edward C. Almeida, Manager  
JEV Construction LLC

**Recommended By Engineer:**  Date: 12/14/15  
John J. Scheri, Vice President  
Hatch Mott MacDonald

**Approved By Owner:** \_\_\_\_\_ Date: \_\_\_\_\_

Town of Newton

Note: All work under this Change Order to be done under applicable provisions of the Contract. Change Order is not valid unless properly authorized and approved.

Town of Newton  
Purchase Order No. 45607  
Replacement of the Primary Settling Tank Drive and Covers at the  
Newton Wastewater Treatment Plant

**Change Order No. 2 (FINAL)**  
**Final Quantities and Contract Value Adjustment**

Item No.	Description of Work	Estimated Quantity	Unit	Unit Price	Total Quantity Completed	Quantity Overrun (Underrun)	Contract Scheduled Value	Total Value Earned	Net Change
1	Replacement of The Primary Settling Tank Drive and Covers	1	LS	\$ 151,000.00	1	0	\$ 151,000.00	\$ 151,000.00	\$ -
2	Allowance for Town Defined Work	1	LS	\$ 5,000.00	0.195	0	\$ 5,000.00	\$ 975.00	\$ (4,025.00)
CO1-1	Credit for Deleted Work	1	LS	\$ (350.00)	1	0	\$ (350.00)	\$ (350.00)	\$ -
CO1-2	Modify Inlet Building Concrete Floor Slab	1	LS	\$ 10,800.00	1	0	\$ 10,800.00	\$ 10,800.00	\$ -
<b>TOTALS</b>							<b>\$ 166,450.00</b>	<b>\$ 162,425.00</b>	<b>\$ (4,025.00)</b>



## TOWN OF NEWTON

### RESOLUTION #274-2015

**December 28, 2015 "Appointment of David B. Simmons, Jr., P.E., L.S., P.P., C.M.E., as Water Engineer for Calendar Year 2016"**

**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, 2016;

**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 2016 based on the *Scope of Services* proposal attached hereto dated December 17, 2015; 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 28, 2015.

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #275-2015

December 28, 2015 “Appointment of Keith Mitchell as Risk Management Consultant for the Town of Newton for Calendar Year 2016”

**WHEREAS**, the Town of Newton (hereinafter “Local Unit”) has joined the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 et seq.; and

**WHEREAS**, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the “Fund”; and

**WHEREAS**, the Local Unit has complied with relevant law with regard to the appointment of a Risk management Consultant; and

**WHEREAS**, the “Fund” has requested its members to appoint individuals or entities to that position; and

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of “Local Unit”, in the County of Sussex and State of New Jersey, as follows:

1. The Town of Newton hereby appoints Keith Mitchell its local Risk Management Consultant.
2. The Town Manager and Municipal Clerk and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant's Agreement for the year 2016 in the form attached hereto.

**Name of Entity:** Town of Newton

**Attest:**

\_\_\_\_\_  
Daniel G. Flynn, Mayor

### 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 28, 2015.

\_\_\_\_\_  
Teresa A. Oswin, RMC  
Deputy Municipal Clerk

**2016 FUND YEAR  
STATEWIDE INSURANCE FUND**

**RISK MANAGEMENT CONSULTANT'S AGREEMENT**

**THIS AGREEMENT** entered into this 1st day of January 2016, among the Statewide Insurance Fund ("FUND"), a joint insurance fund of the State of New Jersey, TOWN OF NEWTON ("MEMBER") and KEITH MITCHELL ("CONSULTANT") through a fair and open process, pursuant to N.J.S.A.19:44A-20.4.

**WHEREAS**, the CONSULTANT has offered to the MEMBER professional risk management consulting services as required by the Bylaws of the FUND; and

**WHEREAS**, the CONSULTANT has advised the FUND that he/she is familiar with the terms, conditions and operations of the FUND; and

**WHEREAS**, the MEMBER desires these professional services from the CONSULTANT; and

**WHEREAS**, the MEMBER has complied with relevant law in regard to the appointment of a Risk Management Consultant; and

**WHEREAS**, the Bylaws of the FUND require that members engage a CONSULTANT and that the CONSULTANT comply with certain requirements set forth therein.

**NOW, THEREFORE**, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
  - (a) assist in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
  - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
  - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
  - (d) explain to the MEMBER, or its representatives the operation of the FUND.
  - (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
  - (f) review the MEMBER'S assessment and assist in the preparation of the MEMBER'S insurance budget.
  - (g) review losses and engineering reports and provide assistance to the MEMBER'S safety committee, if required.

- (h) assist in the claims settlement process, if required, by MEMBER or FUND.
- (i) attend the majority of meetings of the Fund Commissioners or Executive Committee, if requested, and perform such other services as required by the MEMBER or the FUND.
- (j) comply with the obligations imposed upon Risk Managers in the FUND's Bylaws.
- (k) act in good faith and fair dealing to the FUND.
- (l) perform other duties for the FUND as may be required from time to time by the FUND.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- (a) The CONSULTANT shall be paid by the FUND, on behalf of the MEMBER, a fee as compensation for services rendered. Said fee, an apportionment of the MEMBER's assessment: 6% of workers' compensation (excluding any fees, PLIGA, and loss ratio apportionment); 7.5% of non WC assessment (excluding any fees, PLIGA, and loss ratio apportionment);
- (b) The CONSULTANT shall be entitled to compensation for services provided during any calendar year only if the CONSULTANT has been appointed and holds the position of Risk Management Consultant, as of January 31 of the said calendar year for counties and municipalities holding general elections and July 30 for municipalities holding regular elections.
- (c) For any insurance coverages authorized by the MEMBER to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee set forth in 2(a).
- (d) If the MEMBER shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MEMBER a fee at a rate to be negotiated by the parties.

3. The term of this Agreement shall be from **January 1, 2016 to January 1, 2017**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.

4. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.

5. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation establishing compliance within seven (7) days of this Agreement.

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
**Member Representative**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
**Risk Management Consultant Corporate Officer**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
**Statewide Insurance Fund Chairperson**

**EXHIBIT A  
STATEWIDE INSURANCE FUND**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE**  
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Statewide Insurance Fund, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

**OR**

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

**OR**

(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Statewide Insurance Fund during normal business hours.

**The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.**

**The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



## TOWN OF NEWTON

### RESOLUTION #276-2015

December 28, 2015 "Appointment of Fund Commissioner and  
Alternate Fund Commissioner for Statewide  
Insurance Fund

**WHEREAS**, the Town of Newton (hereinafter "Local Unit") is a member of the Statewide Insurance Fund (hereinafter "Fund"), a joint insurance fund as defined in N.J.S.A. 40A:10-36 et seq.; and

**WHEREAS**, the Fund's Bylaws require participating members to appoint a Fund Commissioner;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Town of Newton that Thomas S. Russo, Jr., Town Manager is hereby appointed as the Fund Commissioner for the Local Unit for the year 2016; and

**BE IT FURTHER RESOLVED** that Jennifer A. Dodd, Human Resources Director is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the year 2016; and

**BE IT FURTHER RESOLVED** that the Local Unit's Fund Commissioner is authorized and directed to execute all such documents as required by the Fund. .

Name of Entity: Town of Newton

By: \_\_\_\_\_  
Daniel G. Flynn, Mayor

### 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 28, 2015.

\_\_\_\_\_  
Teresa A. Oswin, RMC  
Deputy Municipal Clerk



**TOWN OF NEWTON**  
**RESOLUTION #277-2015**

**December 28, 2015 "Approval of the Execution of a Shared Services Agreement with Byram Township to Provide Certified Tax Collection Services for January 1, 2016 through December 31, 2016"**

**WHEREAS**, the Township of Byram ("Byram") required the services of a Certified Tax Collector on an occasional and part-time basis; and

**WHEREAS**, the Town of Newton ("Newton"), under Resolution #164-2014, approved a shared services agreement dated August 25, 2014 whereby Newton provided the services of its Certified Tax Collector, Linda A. Roth, on an occasional and part-time basis to Byram; and

**WHEREAS**, Newton, on March 9, 2015 adopted Resolution #35-2015, extended said agreement which expires December 31, 2015; and

**WHEREAS**, Newton has submitted to Byram the attached agreement dated January 1, 2016 which outlines the terms and conditions of a new shared services agreement between Newton and Byram for Newton's Certified Tax Collector, Linda A. Roth, to perform tax collection duties for Byram on an occasional and part-time basis from January 1, 2016 through December 31, 2016; and

**WHEREAS**, the State of New Jersey strongly encourages municipalities to enter into Shared Services Agreements such as this;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that this Governing Body hereby approves and authorizes the execution of a new Shared Services Agreement with the Township of Byram for the provision of certified tax collection services.

**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 28, 2015.

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk

## **Agreement between Byram Township and the Town of Newton Regarding Tax Collection Services**

This Agreement, made this 28<sup>th</sup> day of December, 2015, by and between:

The Town of Newton (Newton), a Municipal Corporation, Incorporated in the State of New Jersey, and located at 39 Trinity Street, New Jersey, 07860; and

The Township of Byram (Byram), a Municipal Corporation, Incorporated in the State of New Jersey, and located at 10 Mansfield Drive, Stanhope, New Jersey, 07874.

### **WITNESSETH:**

**WHEREAS**, Byram is in need of a Certified Tax Collector to provide Tax Collection Services; and

**WHEREAS**, Newton has the ability to provide said services to Byram; and

**WHEREAS**, Byram and Newton desire to enter into an agreement in which Byram shall utilize Newton's Certified Tax Collector to provide Byram with Tax Collection Services for a limited period;

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual covenants, promises and consideration recited herein, the parties hereto agree as follows:

1. Newton will allow Newton's Certified Tax Collector to be appointed by Byram as Byram's interim Tax Collector pursuant to N.J.S.A. 40A:9-141, while Byram hires and trains an individual to become its permanent Tax Collector.
2. Newton's Certified Tax Collector shall serve as Interim Tax Collector for Byram from January 1, 2016 through December 31, 2016 (a twelve (12) month period).
3. Byram shall pay Newton a total of \$42,840 for providing Certified Tax Collection Services to Byram. Such sum shall be paid in equal installments of \$3,570 per month for the duration of the Agreement.
4. Newton shall be responsible for compensating the Tax Collector for the services the Tax Collector provides to Byram by way of Newton's regular payroll.
5. Newton's Certified Tax Collector's regular available hours to Byram shall be:
  - Tuesdays (8:30 AM – 4:30 PM).
  - These regular hours can be adjusted with input from the Newton Certified Tax Collector and the approval of the managers from both towns and such approval will not be unreasonably withheld.
6. Byram will receive on average eight (8) hours of service each week. Weeks containing a holiday may require an adjustment to the aforementioned schedule.

7. Should Newton's Certified Tax Collector provide services to Byram in excess of the four hundred and sixteen (416) hours contemplated by this Agreement, Byram will compensate Newton at a rate of one hundred dollars (\$100.00) per hour for every hour, or partial hour thereof, in excess of the 416 contracted for. Byram shall be responsible for maintaining complete and accurate records of the hours the Newton Certified Tax Collector performs services for Byram and reporting such hours to Newton.
8. Both parties shall have the right to terminate this Agreement by giving to the other party thirty (30) days written notice of their election to do so for any reason or no reason during the term of the Agreement. Written notice shall be delivered to the respective managers for each municipality, via hand delivery, email, facsimile or regular mail.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their proper officers and caused their proper seals to be affixed hereto the day and year first above written.

**Town of Newton**

\_\_\_\_\_  
Thomas S. Russo, Jr.  
Town Manager

**ATTEST:**

\_\_\_\_\_

**Township of Byram**

\_\_\_\_\_  
Joseph Sabatini  
Township Manager

**ATTEST:**

\_\_\_\_\_



## TOWN OF NEWTON

### RESOLUTION #278-2015

December 28, 2015

“Approve Bills and Vouchers for Payment”

**BE IT RESOLVED** by the Town Council of the Town of Newton that payment is hereby approved for all vouchers that have been properly authenticated and presented for payment, representing expenditures for which appropriations were duly made in the 2014 and 2015 Budgets adopted by this local Governing Body, including any emergency appropriations, and where unexpended balances exist in said appropriation accounts for the payment of such vouchers.

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#### 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 28, 2015.

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Lorraine A. Read, RMC  
Deputy Municipal Clerk

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

Check#	Vendor	Description	Payment	Check Total
36030	39 - QUILL CORPORATION	PO 47170 2016 CALENDARS FINANCE CUST #C15213	134.98	
		PO 47335 OFFICE SUPPLIES ACCT #C152130	281.94	416.92
36031	62 - MGL FORMS - SYSTEMS, LLC.	PO 47283 MINUTE BOOKS FOR PLANNING CUST #N02	310.00	310.00
36032	64 - PELLOW, HAROLD & ASSO, INC.	PO 47421 OCT ENG	556.25	556.25
36033	102 - SUSSEX CAR WASH INC	PO 46085 BLANKET: POLICE CAR WASHES (APR-DEC)	105.00	105.00
36034	106 - ELIZABETHTOWN GAS	PO 46204 BLANKET: NAT GAS USAGE (APR-DEC)	1,362.55	1,362.55
36035	110 - G & G DIESEL SERVICE INC	PO 46139 BLANKET VEH MAINT RD	86.23	86.23
36036	113 - JCP&L	PO 46205 BLANKET: ELECTRIC TOWN @\$5000/ST @\$	13,450.87	13,450.87
36037	116 - NEW JERSEY HERALD, INC.	11/17 #44709 BUDGET REQUEST	92.70	92.70
36038	126 - SCMUA	PO 46195 BLANKET: TRASH/BRUSH/STREET SWEEPIN	593.36	593.36
36039	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 46110 BLANKET: LONG DISTANCE (APR-DEC @\$2	175.08	175.08
36040	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 47412 LOCAL PHONE SVC DEC	3,362.67	3,362.67
36041	192 - CAMPBELL'S SMALL ENGINE INC.	PO 45481 BLANKET: PARKS EQUIP/MAINT	40.60	40.60
36042	197 - FIRE FIGHTERS EQUIPMENT CO. INC.	PO 47271 SVC CALL FIRE EXTINGUISHERS	145.00	145.00
36043	206 - LOCK & KEY WORLD	PO 46191 BLANKET: LOCK & KEYS B&G	264.60	264.60
36044	225 - FEDERAL EXPRESS	PO 46150 BLANKET: EXPRESS MAIL ACCT- #-1344	48.40	48.40
36045	230 - HAYEK'S MARKET INC.	PO 47245 REFRESHMENTS	39.95	39.95
36046	257 - FERRAIOLI, CERULLO & CUVA	PO 46705 2015 AUDIT SERVICES	3,103.00	3,103.00
36047	273 - STATE TREASURER	PO 47374 CMFO RENEW D.BABCOCK	50.00	50.00
36048	282 - WILLCO, INC.	PO 46149 BLANKET: REPAIRS HEATING & A/C Cus	200.00	200.00
36049	283 - VITAL COMPUTER RESOURCES, INC.	PO 47295 Tax Assessor Assessment Notices	835.80	835.80
36050	473 - BANK OF NEW YORK MELLON	PO 47359 ADMIN FEE RAB'S 2010	3,200.00	3,200.00
36051	628 - SUSSEX COUNTY COMMUNITY COLLEGE	PO 47157 FIRE FIT TEST PERIGO	60.00	60.00
36052	643 - SHERWIN-WILLIAMS, INC.	PO 47238 VEH MAIN/RUST PAINT	104.02	104.02
36053	768 - DEMPSEY UNIFORM & SUPPLY INC	PO 46084 BLANKET: UNIFORM/MAT RENTALS	1,750.71	1,750.71
36054	874 - MILLIKIN,DEBRA	PO 47256 QPA RENEWAL CERTIFICATE Q-183 DEBRA	35.00	35.00
36055	921 - AIRGAS EAST	PO 45975 BLANKET: CARBON DIOXIDE POOL	155.70	
		PO 46163 BLANKET: ACETYLENE/ARGON/OXYGEN REN	7.34	163.04
36056	951 - SERVICE ELECTRIC CABLE TV	PO 46201 BLANKET: (3) CONVERTER BOX RENTAL 2	17.60	17.60
36057	1132 - BOONTON TIRE SUPPLY INC.	PO 46161 BLANKET: POLICE VEHICLE REPAIR	29.10	
		PO 47388 OEM REFURBISH & OEM #2 REPAIR	1,256.50	1,285.60
36058	1141 - MCGUIRE, INC.	PO 46099 BLANKET: DPW TRK REPAIRS CUST #22	447.77	447.77
36059	1151 - TREASURER, STATE OF NEW JERSEY	PO 47419 27 ORCHARD STREET ANNUAL SITE REM.	705.00	705.00
36060	1280 - VERIZON WIRELESS, INC.	PO 46108 BLANKET: CELL PHONES (Apr-Dec @\$150	1,472.06	1,472.06
36061	1474 - DELL MARKETING L.P.	PO 47200 CENCOM(1)/POLICE(2) COMPUTERS	3,475.20	3,475.20
36062	1500 - WALMART	PO 47311 SENIOR DINNER SUPP'S	36.22	36.22
36063	1528 - MR. JOHN, INC.	PO 46103 BLANKET: RECYCLING CNTR PORT A JOHN	72.98	72.98
36064	1608 - GOLD TYPE BUSINESS MACHINES	PO 47291 REPAIR	159.99	159.99
36065	1632 - COOPER ELECTRIC SUPPLY CO.	PO 46142 BLANKET: B&G ELECTRIC REPAIR/SUPPL	112.96	112.96
36066	1712 - HOLZHAUER & HOLENSTEIN, LLC	PO 47390 TAX APPEALS 9/8-12/9	5,343.75	5,343.75
36067	1790 - LINDA ROTH	PO 47369 STIPEND BANKING MILEAGE 2015	150.00	150.00
36068	1819 - VOGEL, CHAIT, COLLINS, SCHNEIDER, PC,	PO 47344 PB CONSULT-NOV 2015	1,245.00	1,245.00
36069	1846 - ADVANCE AUTO PARTS	PO 46095 BLANKET VEH MAINT ROAD/PARKS ACCT	149.50	149.50
36070	1866 - HOME DEPOT, INC.	PO 45622 BLANKET: PD SUPPLIES	53.85	
		PO 45892 BLANKET: DPW/B&G/ PARK SUPPLIES	390.29	
		PO 47398 VEHICLE ROAD PAINT/MATS	364.78	808.92
36071	1866 - HOME DEPOT, INC.	PO 47406 TREE LIGHTING SUPP'S SPRING ST BANN	782.75	
		PO 47403 LOBBY IMPROVEMENTS	155.32	938.07
36072	1866 - HOME DEPOT, INC.	PO 47404 LIGHTING REPAIRS	243.86	
		PO 47405 LANDSCAPING SUPP'S	42.40	286.26
36073	1876 - INTERNATIONAL CODE COUNCIL, INC	PO 45343 COMPLETE CODE BOOK SERIES cust #51	50.00	50.00
36074	1936 - ROGO FASTENER CO., INC.	PO 46094 BLANKET: REPAIR MACH/SNOW ACCT #1	633.92	633.92
36075	1964 - ACCESS CONTROL TECHNOLOGY INC.	PO 46941 PANIC BUTTONS INSTALLED	960.00	960.00
36076	2110 - LINCOLN FINANCIAL GROUP	PO 47305 LOSAP First Aid 2014	4,715.00	4,715.00
36077	2257 - STAPLES BUSINESS ADVANTAGE, INC.	PO 46151 BLANKET: PD/CENCOM OFFICE SUPPLIES	469.03	
		PO 47257 DPW OFFICE SUPPLIES	324.98	
		PO 47287 Printer Toner 2nd floor	242.97	
		PO 47378 Town Manager Office Supplies	128.25	1,165.23
36078	2278 - LANGUAGE LINE SERVICES, INC.	PO 45867 BLANKET: INTERPETATORS ACCT #902091	15.30	15.30
36079	2300 - LOWE'S , INC.	PO 46097 BLANKET SUPP B&G/ROAD	189.96	189.96
36080	2310 - SUSSEX COUNTY ENGINEERING DIVISION	PO 47274 SEMI ANNUAL MAINT TRAFFIC LIGHTS	226.36	226.36
36081	2361 - CSS TEST INC.	PO 46152 BLANKET: PRE-EMPLOYMENT DRUG SCREEN	96.00	96.00

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

Check#	Vendor	Description	Payment	Check Total
36082	2394 - FEDERAL & STATE GRANT	PO 47364 REIM DWI SW SSI	21.78	21.78
36083	2450 - PINNACLE WIRELESS FBO UNITEK GLOBAL	PO 47233 REPLACEMENT BATTERIES	165.00	165.00
36084	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 46160 BLANKET: GAS (APR-SEPT \$4000)ACCT #	2,235.63	2,235.63
36085	2479 - TAYLOR OIL CO., INC.	PO 46159 BLANKET: DIESEL (APR -SEPT\$5000) AC	1,131.13	1,131.13
36086	2518 - DAWN BABCOCK	PO 47366 MILEAGE REIMB 12/4 SEMINAR	113.85	113.85
36087	2569 - KIEFFER ELECTRIC, INC.	PO 47414 SWIMMING POOL EMG SWITCH	350.00	350.00
36088	2618 - JMC ENVIRONMENTAL CONSULTANTS, INC.	PO 47320 UST CONSULTING NOV	892.50	892.50
36089	2685 - B & H INC.	PO 47289 Printer for Bd Health/Clerk Office	319.99	319.99
36090	2757 - ATLANTIC TACTICAL INC.	PO 47076 AMMO	945.84	945.84
36091	2788 - PENFELEDATA	PO 46123 BLANKET: INTERNET ACCT #1871584 (AP	702.72	702.72
36092	2835 - NJMEEF	PO 47416 DEC MEDICAL & DENTAL	128,917.00	128,917.00
36093	2860 - RUTGERS, CENTER FOR GOVERNMENT SERV	PO 47285 Russo - Clerk's Classes	679.00	
		PO 47288 PB ED/TRAINING -DECEMBER 2015	299.00	978.00
36094	3045 - EXCEL ENVIRONMENTAL RESOURCES, INC.	PO 46367 27 ORCHARD STREET RAO	2,990.56	2,990.56
36095	3124 - EXTRA TECH DATA SERVICES, LLC.	PO 47269 10/5 CRACKED CODE ENFORCEMENT LAPTO	90.00	
		PO 47279 COMPUTER REPAIR	90.00	
		PO 47319 IT SVC'S OCT	270.00	450.00
36096	3307 - CRAFTCO, INC.	PO 46182 BLANKET: STREET MATERIALS	190.00	190.00
36097	3369 - UNITED TELEPHONE/CENTURY LINK	PO 46203 BLANKET: DIGITAL DATA CIRCUIT (39 T	125.98	125.98
36098	3515 - RESOLUTIONS	PO 47255 2 BOOKS EAT YOUR WAY TO SUCCESS	40.00	40.00
36099	3619 - SPRING STREET PUB & GRILL	PO 47017 EMP CHRISTMAS PARTY	1,000.00	1,000.00
36100	3644 - JOHNNY ON THE SPOT, LLC.	PO 46162 BLANKET: PORT A JOHNS (APR-NOV) Par	481.36	481.36
36101	3660 - SCHENCK, PRICE, SMITH, & KING, LLP	PO 47280 TOWN COUNCIL OCT	59.00	59.00
36102	3679 - REISINGER OXYGEN SERVICE, INC.	PO 47304 OXYGEN POLICE CUST#5587	54.44	54.44
36103	3742 - US SAWS, INC.	PO 47118 Safety Equipment/Storm Drain Repair	4,311.79	4,311.79
36104	3747 - KYLE BUCENEC	PO 47362 MILEAGE K.BUCENEC -VERNON TRAINING	138.00	138.00
36105	3751 - STRAUSNEWS	PO 47267 HOLIDAY ADVERTISING NEWTON DOWNTOWN	306.00	306.00
36106	3753 - KATHERINE WALKER	PO 47322 REIMB OFFICE SUPP'S	25.10	25.10
36107	3755 - LAW OFFICE OF JOHN D WILLIAMS	PO 47379 REFUND CCO #177083	50.00	50.00
36108	3756 - JACKI SHACKLETON	PO 47368 STIPEND BANKING MILEAGE 2015	150.00	150.00
TOTAL				202,456.07

Total to be paid from Fund 10 CURRENT FUND

202,456.07

202,456.07

## Checks Previously Disbursed

151079	PAYROLL ACCOUNT	12/17 CURRENT PAYROLL	198,726.01	12/17/2015
151078	NEWTON BOARD OF EDUCATION	School Tax DEC 2015	1,187,649.85	12/14/2015
151077	PAYROLL ACCOUNT	12/02 POLICE RETRO SSI	396.45	12/11/2015
151076	ELAVON	DEC COURT MERCHANT FEE	139.56	12/04/2015
151075	PAYROLL ACCOUNT	12/03 CURRENT PAYROLL	179,705.11	12/03/2015
151074	PAYROLL ACCOUNT	12/02 police retro 7/1-11/30 curr	28,462.79	12/02/2015
151072	PAYROLL ACCOUNT	11/19 special officers moran couch	-1,452.19	12/03/2015
151072	PAYROLL ACCOUNT	11/19 special officers moran couch	-1,452.19	12/03/2015
151072	PAYROLL ACCOUNT	11/19 special officers moran couch	1,452.19	11/19/2015
151072	PAYROLL ACCOUNT	11/19 special officers moran couch	1,452.19	12/03/2015
151072	PAYROLL ACCOUNT	11/19 special officers moran couch	1,452.19	12/03/2015
151073	FEDERAL & STATE GRANT	Interfund to Grant for SW /bills	5,000.00	12/03/2015
151072	PAYROLL ACCOUNT	11/19 CURRENT PAYROLL	182,640.21	11/19/2015
151067	PAYROLL ACCOUNT	11/05 PAY ADJ SSI COUCH MORAN FLAN	-107.10	11/05/2015
151067	PAYROLL ACCOUNT	11/05 CURR PAY ADJ COUCH MORAN & F	286.00	11/05/2015
35943	FRANK SEBASTIANO - FRANKY'S CAFE LL	PO# 47166 FOOD SENIOR DINNER	1,000.00	12/02/2015
35942	THOMAS S RUSSO JR	PO# 47253 Reimbursement for Transportation C	54.00	12/02/2015

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

Check#	Vendor	Description	Payment	Check Total
151071	NEWTON BOARD OF EDUCATION	School Tax NOV 2015	1,031,649.83	11/25/2015
35940	DLS HEALTH WORKS, LLC.	replace Void#35837 Skype 2 hr hlth	250.00	11/25/2015
151070	ELAVON	Nov Court merchant fee	77.22	11/02/2015
151069	BNY MELLON	2010 RAB bond interest \$350T (Thor	7,875.00	11/13/2015
151068	BNY MELLON	Series 2010 RAB bond interest \$4M	92,245.00	11/13/2015
151067	PAYROLL ACCOUNT	11/05 CURRENT PAYROLL	190,126.11	11/05/2015
151066	JP MORGAN CHASE BANK	2012 Refund USDA \$1,685T int	25,062.50	11/02/2015
151065	NEWTON BOARD OF EDUCATION	School Tax OCT 2015	1,031,649.83	10/28/2015
151110	CAPITAL ACCOUNT	DOT Trinity st muni aid into curr	93,750.00	10/27/2015
151063	FEDERAL & STATE GRANT	Drive Sober grant eft to curr move	4,850.00	10/27/2015
			-----	
			4,265,952.04	
			-3,011.48	*VOIDED

Total paid from Fund 10 CURRENT FUND

4,262,940.56

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4,262,940.56

**Total for this Bills List: 4,468,408.11**

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

Check#	Vendor	Description	Payment	Check Total
1297	286 - CURRENT ACCOUNT	PO 47422 REPAY 4/20 INTERFUND CR #100135	5,000.00	5,000.00
1298	2257 - STAPLES BUSINESS ADVANTAGE, INC.	PO 47375 ALCOTEST SHIPPING	25.46	25.46
1299	2300 - LOWE'S , INC.	PO 47313 PAINTING SUPP'S ACCT #9900 645668 7	72.34	72.34
1300	3134 - SHOP RITE, INC.	PO 47303 HIGH SCHOOL ALLIANCE	224.40	224.40
1301	3273 - LISA BECHTEL	PO 47337 FRESHMAN VOLLEYBALL-NHS	120.00	120.00
1302	3457 - MARY LICATA	PO 47339 FRESHMAN VOLLEYBALL-NHS	120.00	120.00
1303	3459 - LISA CASAMASSINA	PO 47338 FRESHMAN VOLLEYBALL-NHS	120.00	120.00
1304	3613 - CLARKE CATON HINTZ	PO 45025 HIGHLANDS COUNCIL TDR GRANT PROG	2,000.00	2,000.00
TOTAL				7,682.20

Total to be paid from Fund 11 FEDERAL/STATE GRANTS 7,682.20

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**7,682.20**

**Checks Previously Disbursed**

151114	PAYROLL ACCOUNT		7/17 GRANT PAYROLL	966.70	12/17/2015
1296	SCREEN CREATION PLUS	PO# 47239	FRESHMAN VOLLEYBALL- NHS	696.00	12/10/2015
151113	PAYROLL ACCOUNT		12/03 GRANT PAYROLL	938.71	12/03/2015
151112	PAYROLL ACCOUNT		11/19 GRANT PAYROLL	966.70	11/19/2015
151111	PAYROLL ACCOUNT		11/19 GRANT PAYROLL	-966.70	12/03/2015
151111	PAYROLL ACCOUNT		11/19 GRANT PAYROLL	966.70	12/03/2015
151110	PAYROLL ACCOUNT		11/05 GRANT PEDESTRIAN SAFETY	1,400.00	12/02/2015
151110	PAYROLL ACCOUNT		11/05 GRANT PAYROLL	966.70	11/05/2015
				6,901.51	
				-966.70	*VOIDED

Total paid from Fund 11 FEDERAL/STATE GRANTS 5,934.81

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**5,934.81**

**Total for this Bills List: 14,583.71**

**List of Bills - (210001) CASH - DOG RESERVE - LAKELAND #493  
DOG RESERVE**

Check#	Vendor	Description	Payment	Check Total
8552	2350 - TOWNSHIP OF WANTAGE	PO 45715 2015 ANIMAL CONTROL (\$16,360 / 4 =	4,090.00	4,090.00
	TOTAL			----- 4,090.00
Total to be paid from Fund 21 DOG RESERVE			4,090.00	
			=====	
			4,090.00	

**List of Bills - (300001) CASH - CAPITAL - LAKELAND #450  
CAPITAL**

Check#	Vendor	Description	Payment	Check Total
8501	64 - PELLOW, HAROLD & ASSO, INC.	PO 47421 OCT ENG	8,726.21	8,726.21
8502	263 - MCMANIMON, SCOTLAND & BAUMANN, LLC	PO 47263 HICKS AVE/JADE REDEV OCT	1,625.00	
		PO 47277 HICKS AVE/JADE REDEVELOPMENT SEPT	3,887.56	5,512.56
8503	382 - WELDON ASPHALT COMPANY, INC.	PO 46867 STAB BASE & FABC SPRING ST ACCT #47	1,160.62	1,160.62
8504	1461 - SPARTA READY MIX, INC.	PO 46974 CONCRETE CURB & SIDEWALK TOWNSEND S	589.25	589.25
8505	1866 - HOME DEPOT, INC.	PO 47125 TRINITY STREET SIDEWALK	998.69	998.69
8506	3660 - SCHENCK, PRICE, SMITH, & KING, LLP	PO 47280 TOWN COUNCIL OCT	236.00	236.00
	TOTAL			----- 17,223.33

Total to be paid from Fund 30 CAPITAL

17,223.33

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17,223.33

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

Check#	Vendor	Description	Payment	Check Total
15360	39 - QUILL CORPORATION	PO 47170 2016 CALENDARS FINANCE CUST #C15213	94.03	94.03
15361	55 - SCHMIDT'S WHOLESALE, INC	PO 47259 BADGER METERS	3,040.63	3,040.63
15362	64 - PELLOW, HAROLD & ASSO, INC.	PO 47421 OCT ENG	1,130.00	1,130.00
15363	98 - AURORA ELECTRICAL SUPPLY, LLC.	PO 47316 WTP BULBS CUST #10804	41.51	41.51
15364	106 - ELIZABETHTOWN GAS	PO 46204 BLANKET: NAT GAS USAGE (APR-DEC)	545.00	545.00
15365	113 - JCP&L	PO 47415 W/S NOV ELECTRIC	13,311.41	13,311.41
15366	121 - PUMPING SERVICES, INC.	PO 46156 BLANKET: STP \$8000/WTP \$2000 REPAIR	4,786.00	4,786.00
15367	126 - SCMUA	PO 46195 BLANKET: TRASH/BRUSH/STREET SWEEPIN	530.15	530.15
15368	155 - COYNE CHEMICAL CORP., INC.	SODIUM BISULFITE \$ .6850	957.00	
		PO 46165 BID: CES PACL @ \$4.597 (\$100,000 x	8,817.05	
		PO 46166 BID: SODA ASH -Liq sodium carbonate	2,808.82	
		PO 46576 AMMONUM SULFATE 30%	1,018.11	13,600.98
15369	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 46176 BLANKET: WOODSIDE AVE PS 9733834159	74.36	74.36
15370	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 47412 LOCAL PHONE SVC DEC	1,156.89	1,156.89
15371	200 - GARDEN STATE LABORATORIES INC	PO 46289 BLANKET: SEWER LAB & DRINKING WATER	1,445.00	1,445.00
15372	227 - ALLIED METER SERVICE INC.	PO 47372 METER TEST 75 TRINITY ST	31.00	31.00
15373	257 - FERRAIOLI, CERULLO & CUVA	PO 46705 2015 AUDIT SERVICES	3,264.50	3,264.50
15374	477 - WATER & SEWER CAPITAL ACCOUNT	W/S CIF CAPITAL OUTLAY CR #611272	55,000.00	55,000.00
15375	477 - WATER & SEWER CAPITAL ACCOUNT	PAY 2014 APPROP RES CIF	52,500.00	52,500.00
15376	768 - DEMPSEY UNIFORM & SUPPLY INC	PO 46084 BLANKET: UNIFORM/MAT RENTALS	534.64	534.64
15377	921 - AIRGAS EAST	PO 45495 BLANKET: CARBON DIOXIDE	22.02	22.02
15378	1271 - JCI JONES CHEMICALS, INC	PO 46164 BID: CHLORINE \$.60 gal (Apr-Dec \$65	630.00	
		PO 46168 BID: LIQ SULFUR DIOXIDE @ \$.65 (\$71	585.00	1,215.00
15379	1280 - VERIZON WIRELESS, INC.	PO 46108 BLANKET: CELL PHONES (Apr-Dec @\$150	147.05	147.05
15380	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 46236 BLANKET: SLUDGE REMOVAL (APR-DEC)	5,120.00	5,120.00
15381	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 46104 BID: LIQ HYDROFLUOSILLIC ACID @ \$4.	599.40	
		PO 46169 BID: SODIUM HYPOCHLORITE @ \$1.17 (\$	643.50	1,242.90
15382	1846 - ADVANCE AUTO PARTS	PO 45654 BLANKET: PARTS & SUPP'S ACCT #6271	13.99	13.99
15383	1866 - HOME DEPOT, INC.	PO 46101 BLANKET: W/S SUPPLIES	203.98	203.98
15384	2056 - SUBURBAN PROPANE, LP.	PO 46102 BLANKET: WTP MORRIS LAKE PROPANE	163.49	163.49
15385	2141 - AIRMATIC COMPRESSOR SYSTEMS, INC.	PO 47266 COIL GENERATOR WTP ACCT #AC040822	765.51	765.51
15386	2257 - STAPLES BUSINESS ADVANTAGE, INC.	PO 47330 SENT METER OUT FOR TESTING 75 TRINI	9.60	9.60
15387	2569 - KIEFFER ELECTRIC, INC.	PO 47413 STP LIGHTING	700.00	700.00
15388	2709 - ACCURATE WASTE REMOVAL INC.	PO 46177 BID: CHEMICAL WASTE REMOVAL @ \$ .03	264.00	
		PO 46242 BLANKET: GREASE REMOVAL STP	1,289.25	1,553.25
15389	2788 - PENTELEDATA	PO 46123 BLANKET: INTERNET ACCT #1871584 (AP	219.90	219.90
15390	2835 - NJMEBF	PO 47416 DEC MEDICAL & DENTAL	30,856.00	30,856.00
15391	2882 - ONE CALL CONCEPTS, INC.	PO 46083 BLANKET: ONE CALL MESSAGES (APR-DEC	204.66	204.66
15392	3166 - HATCH MOTT MACDONALD	PO 47367 2015 SEWER CONSULTING OCT	2,038.23	
		PO 47409 NJDOT 206 THRU 12/6	15.76	2,053.99
15393	3750 - JJ AVENUE PRODUCTIONS	PO 47265 PROVIDE WEB COPY & PRESS RELEASE DO	300.00	300.00
15394	3751 - STRAUSNEWS	PO 47267 HOLIDAY ADVERTISING NEWTON DOWNTOWN	306.00	306.00
	TOTAL			196,183.44

Total to be paid from Fund 60 WATER/SEWER UTILITY

196,183.44

196,183.44

### Checks Previously Disbursed

156038	PAYROLL ACCOUNT	12/15 W/S PAYROLL	39,674.83	12/15/2015
156037	STATE OF NEW JERSEY - PWT	4th Qtr Water/Sewer Tax	472.72	12/11/2015
156036	PAYROLL ACCOUNT	12/03 W/S PAYROLL	39,422.26	12/03/2015
15327	SPARTA POSTMASTER	4th Qtr Wtr/Swr bills postage	971.10	11/25/2015
156035	PAYROLL ACCOUNT	11/19/15 W/S PAY	33,315.88	11/19/2015
156034	PAYROLL ACCOUNT	11/05 W/S PAYROLL	33,768.23	11/05/2015



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

Check#	Vendor	Description	Payment	Check Total
2409	64 - PELLOW, HAROLD & ASSO, INC.	PO 42159 FOX HOLLOW WATERMAIN REPLACE \$92,	3,446.38	3,446.38
2410	3166 - HATCH MOTT MACDONALD	PO 44371 ENGINEER -REPLACE PRIMARY SETTLING	2,782.88	2,782.88
2411	3652 - JEV CONSTRUCITON, LLC.	PO 45607 REPLACE PRIMARY SETTLING TANK DRIVE	21,329.50	21,329.50
	TOTAL			----- 27,558.76

Total to be paid from Fund 61 WATER/SEWER CAPITAL

27,558.76

27,558.76

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

Check#	Vendor	Description	Payment	Check Total
3440	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 47281 PATERSON AVE KROGHS OCT	4,130.00	
		PO 47331 NATURAL SELECTION-NOV ESCROW	118.00	
		PO 47342 PNC BANK-NOW ESCROW	118.00	4,366.00
3441	64 - FELLOW, HAROLD & ASSO, INC.	PO 47391 QUANTUM-NOV ESCROW	125.00	
		PO 47392 pnc-nov escrow	62.50	
		PO 47393 NATURAL SELECTION-NOV ESCROW	125.00	
		PO 47394 NEWTON DONUTS-OCT/NOV ESCROW	62.50	
		PO 47395 J&R DEVEL/J PUTRINO/TSG-NOV ESCROW	31.25	
		PO 47421 OCT ENG	156.25	562.50
3442	1819 - VOGEL, CHAIT, COLLINS, SCHNEIDER, PC,	PO 47345 NVE/OCCHIFINTO-NOV ESCROW	150.00	
		PO 47346 PUNC EQUILIBRIUM-NOV ESCROW	30.00	
		PO 47348 PNC BANK-NOV ESCROW	450.00	
		PO 47349 NATURAL SELECTION-NOV ESCROW	390.00	
		PO 47350 QUANTUM-NOV ESCROW	195.00	
		PO 47351 CAMP ILIFF-NOV ESCROW	60.00	1,275.00
TOTAL				6,203.50

Total to be paid from Fund 71 TRUST

6,203.50

6,203.50

**Checks Previously Disbursed**

151073	PAYROLL ACCOUNT	12/17 TRUST PAYROLL	210.75	12/17/2015
151072	PAYROLL ACCOUNT	11/19 CURR PAY special officers mo	-1,452.19	11/19/2015
157124	PAYROLL ACCOUNT	11/19 TRUST PAYROLL	3,208.57	11/19/2015
157123	PAYROLL ACCOUNT	11/05 TRUST PAYROLL ADJ COUCH & MO	-1,686.00	11/05/2015
157123	PAYROLL ACCOUNT	11/05 TRUST PAYROLL	7,446.52	11/05/2015
			10,865.84	
			-3,138.19	*VOIDED

Total paid from Fund 71 TRUST

7,727.65

7,727.65

**Total for this Bills List: 17,069.34**



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

Check#	Vendor	Description	Payment	Check Total
36030	2031 - MCCLULLOUGH TREE EXPERTS, LLC.	PO 46962 TREE TRIMMING	700.00	700.00
	TOTAL			----- 700.00
Total to be paid from Fund 10 CURRENT FUND			700.00	
			=====	
			700.00	



## TOWN OF NEWTON

### RESOLUTION #279-2015

**December 28, 2015** “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 items authorized by N.J.S.A. 10:4-12b and designated below:

(1) Personnel – Town Manager’s Performance Review

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Newton, assembled in public session on December 28, 2015, that an Executive Session closed to the public shall be held on December 28, 2015, at \_\_\_\_\_ PM in the Town of Newton Municipal Building, 39 Trinity Street, Newton, NJ, for the discussion of matters relating to the specific items 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 28, 2015.

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Teresa A. Oswin, RMC  
Deputy Municipal Clerk

## **AGENDA ITEMS**

### **For December 28, 2015 Council Meeting**

**Minutes:** - December 14, 2015 – Special Meeting  
December 14, 2015 – Regular Meeting  
December 14, 2015 – Executive Meeting

An application for Special Permit for Social Affair from the Sussex County Arts and Heritage Council to be held on February 6, 2016 from 5:00 pm to 7:00 pm at 133 Spring Street, Newton (rain date of February 13, 2016.)