



AGENDA
NEWTON TOWN COUNCIL
MARCH 14, 2016
7:00 P.M.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

- FEBRUARY 22, 2016 SPECIAL MEETING
- FEBRUARY 22, 2016 EXECUTIVE SESSION
- FEBRUARY 22, 2016 REGULAR MEETING

V. SWEARING-IN OF NFAS OFFICERS

VI. 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.

VII. COUNCIL & MANAGER REPORTS

- a. PROCLAMATION – CHILD ABUSE PREVENTION MONTH
- b. CLEAR – CHIEF MIKE RICHARDS, NEWTON PD

VIII. ORDINANCES

- a. 2ND READING AND PUBLIC HEARING
ORDINANCE 2016-3

AN ORDINANCE TO ADD A NEW SECTION 307-5.1 AND AMEND SECTION 307-48, SCHEDULE I, NO PARKING, OF THE CODE OF THE TOWN OF NEWTON, TO PROHIBIT CERTAIN PARKING ON SPRING STREET EXCEPT FOR MUNICIPAL AND EMERGENCY VEHICLES

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

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 #36-2016* APPROVE 2015 APPROPRIATION RESERVE BE LAPSED TO TRUST – SNOW REMOVAL RESERVE
- b. RESOLUTION #37-2016* RESOLUTION AUTHORIZING PRIVATE SALE OF MUNICIPALLY OWNED PROPERTY DESIGNATED AS BLOCK 22.04, LOT 5, COMMONLY KNOWN AS 53 DILLER AVENUE
- c. RESOLUTION #38-2016* APPOINTMENT OF MS. JACQUALINE BUTTERFIELD TO THE ECONOMIC DEVELOPMENT ADVISORY COMMISSION
- d. RESOLUTION #39-2016* AUTHORIZE SUBMISSION OF A STRATEGIC PLAN FOR THE MUNICIPAL ALLIANCE FISCAL YEAR 2017
- e. RESOLUTION #40-2016* AUTHORIZE USING A THREE-YEAR AVERAGE COLLECTION RATE FOR THE 2016 BUDGET RESERVE FOR UNCOLLECTED TAXES
- f. RESOLUTION #41-2016* APPROVAL OF A RENEWAL APPLICATION FOR A JUNK DEALERS LICENSE FOR NEWTON AUTO EXCHANGE
- g. RESOLUTION #42-2016* AUTHORIZE REFUND OF TAXES; BLOCK 22.05, LOT 22 FOR A 100% DISABLED VETERAN EXEMPTION
- h. RESOLUTION #43-2016* AUTHORIZE REFUND OF REDEMPTION MONIES TO OUTSIDE LIENHOLDER FOR BLOCK 7.02, LOT 4
- i. RESOLUTION #44-2016* AUTHORIZING THE TOWN OF NEWTON TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY FOR THE PURPOSE OF PROVIDING A CERTIFIED RECYCLING PROFESSIONAL FOR THE TOWN OF NEWTON
- j. RESOLUTION #45-2016* APPROVING THE SALE OF 27 ORCHARD STREET, BLOCK 22.09, LOT 7
- k. RESOLUTION #46-2016* APPROVE BILLS AND VOUCHERS FOR PAYMENT
- l. APPLICATION(S)* AN APPLICATION FOR A SPECIAL PERMIT FOR A SOCIAL AFFAIR FROM THE CATHOLIC ACADEMY OF SUSSEX COUNTY TO BE HELD ON APRIL 9, 2016 FROM 6:00PM TO 11:00PM AT 20 JEFFERSON STREET, NEWTON
AN APPLICATION FOR A ON-PREMISE RAFFLE (50/50) FROM THE CATHOLIC ACADEMY OF SUSSEX COUNTY TO BE HELD APRIL 9, 2016 FROM 6:00PM TO 10:00PM AT 20 JEFFERSON STREET, NEWTON
AN APPLICATION FOR A ON-PREMISE RAFFLE (TRICKY TRAY) FROM THE CATHOLIC ACADEMY OF SUSSEX COUNTY TO BE HELD ON APRIL 9, 2016 FROM 6:00PM TO 10:00PM AT 20 JEFFERSON STREET, NEWTON

AN APPLICATION FOR AN ON-PREMISE RAFFLE (MERCHANDISE) FROM THE SUSSEX COUNTY COMMUNITY COLLEGE FOUNDATION TO BE HELD ON APRIL 9, 2016 FROM 9:00AM TO 6:00PM AT ONE COLLEGE HILL ROAD, NEWTON

AN APPLICATION FOR AN ON-PREMISE RAFFLE (50/50) FROM THE SUSSEX COUNTY COMMUNITY COLLEGE FOUNDATION TO BE HELD ON APRIL 9, 2016 AT 6:30PM AT ONE COLLEGE HILL ROAD, NEWTON

AN APPLICATION FOR AN ON-PREMISE RAFFLE (50/50) FROM THE SUSSEX COUNTY COMMUNITY COLLEGE FOUNDATION TO BE HELD ON JUNE 30, 2016 FROM 5:00PM TO 10:00PM AT ONE COLLEGE HILL ROAD, NEWTON

AN APPLICATION FOR AN ON-PREMISE RAFFLE (50/50) FROM THE SUSSEX COUNTY COMMUNITY COLLEGE FOUNDATION TO BE HELD ON JULY 7, 2016 FROM 6:00PM TO 9:00PM; JULY 14, 2016 FROM 6:00PM TO 9:00PM; JULY 21, 2016 FROM 6:00PM TO 9:00PM; JULY 28, 2016 FROM 6:00PM TO 9:00PM; AND AUGUST 4, 2016 FROM 6:00PM TO 9:00PM AT ONE COLLEGE HILL ROAD, NEWTON

AN APPLICATION FOR A SPECIAL PERMIT FOR A SOCIAL AFFAIR FROM THE SUSSEX COUNTY ARTS AND HERITAGE COUNCIL TO BE HELD ON MAY 7, 2016 FROM 4:00PM TO 6:00PM AT 133 SPRING STREET

XI. INTERMISSION

XII. DISCUSSION

- a. FIREHOUSE #2 RENOVATIONS
- b. PROCLAMATION – CHARLES TICE

XIII. OPEN TO THE PUBLIC

XIV. COUNCIL & MANAGER COMMENTS

XV. ADJOURNMENT

Office of the Mayor

Newton, New Jersey

Proclamation

Child Abuse Prevention Month

April 2016

WHEREAS, child abuse and neglect is a complex and ongoing problem in our society, affecting many children in Sussex County; and

WHEREAS, every child is entitled to be loved, cared for, nurtured, feel secure and be free from verbal, sexual, emotional and physical abuse, and neglect; and

WHEREAS, child abuse and neglect not only directly harms children, but also increases the likelihood of criminal behavior, substance abuse, health problems, and risky behavior; and

WHEREAS, the effects of child abuse are felt by communities as a whole, and need to be addressed by the entire community; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies and the business community;

NOW THEREFORE, WE, the Mayor and Town Council of the Town of Newton, hereby proclaim **April** as Child Abuse Prevention Month, and call upon our citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in the efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

*In witness whereof I have hereunto set my
Hand and caused this seal to be affixed.*

Attest: _____

Date: _____ March 14, 2016

TOWN OF NEWTON

ORDINANCE #2016-3

AN ORDINANCE TO ADD A NEW SECTION 307-5.1 AND AMEND SECTION 307-48, SCHEDULE I, NO PARKING, OF THE CODE OF THE TOWN OF NEWTON, TO PROHIBIT CERTAIN PARKING ON SPRING STREET EXCEPT FOR MUNICIPAL AND EMERGENCY VEHICLES

WHEREAS, it has been determined that parking is occurring on the brick pavers located on Spring Street, where such parking is intended to be prohibited, except for municipal and emergency vehicles;

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

Section 1. A new Section 307-5.1 shall be adopted as part of the Code of the Town of Newton, as follows:

307-5.1 Parking prohibited at all times on certain streets, except for municipal and emergency vehicles.

No person shall park a vehicle at any time upon any of the streets or parts thereof described in Schedule I attached to and made a part of this chapter (see §307-48).

Section 2. Chapter 307-48, Schedule I: No Parking, of the Code of the Town of Newton, shall be revised as follows:

In accordance with the provisions of §307-5.1, no person shall park a vehicle at any time upon any of the following described street or parts of streets, except for municipal and emergency vehicles:

Name of Street	Sides	Location
Spring Street	West	On the brick pavers, between parking spaces 12 and 13, as identified on the Spring Street Construction Plan prepared by Harold E. Pellow & Associates, Inc., last revised August 19, 2015.
Spring Street	East	On the brick pavers, between parking spaces 36 and 37, as identified on the Spring Street Construction Plan prepared by Harold E. Pellow & Associates, Inc., last revised August 19, 2015.

Section 3. 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 4. 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 5. Effective Date. This Ordinance will take effect after publication and passage according to law.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, February 22, 2016. It was adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body, conducted at 7:00pm on Monday, March 14, 2016 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #36-2016

March 14, 2016

“Approve 2015 Appropriation Reserve be Lapsed to Trust – Snow Removal Reserve”

BE IT RESOLVED, by the Town Council of the Town of Newton that the following 2015 appropriation reserve balance be lapsed to Trust – Snow Removal Reserve pursuant to N.J.S.A. 40A:4-62.1. This resolution is being adopted in accordance with the provisions of N.J.S.A. 40A:4-59.

<u>From</u>	<u>To</u>	<u>Amount</u>
<u>CURRENT</u>	<u>TRUST</u>	
Snow Removal OE 1081226A	Snow Removal Reserve 711202	\$10,000.00
Road SW 1080100A	Snow Removal Reserve 711202	\$20,000.00
TOTAL		<u>\$30,000.00</u>

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, March 14, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #37-2016

March 14, 2016

“Resolution Authorizing Private Sale of Municipally Owned Property designated as Block 22.04, Lot 5, commonly known as 53 Diller Avenue”

WHEREAS, the Town of Newton owns property at 53 Diller Avenue, designated as Block 22.04, Lot 5, as shown on the Tax Maps of the Town of Newton (the “Property”), which Property is part of the Merriam Gateway Redevelopment Plan; and

WHEREAS, the Town desires to sell the Property for fair market value, subject to an easement to the Town, which may be utilized as a bike path; and

WHEREAS, it has been determined by the Town Council that a private sale of the Property is desired, which private sale shall be in accordance with N.J.S.A. 40A:12-13(c); and

WHEREAS, N.J.S.A. 40A:12-13(c) allows for a private sale of municipal property to a private developer in accordance with the “Local Redevelopment & Housing Law”, N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, the fair market value of the Property has been determined by the Newton Tax Assessor to be \$81,000.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Newton that a private sale of municipally owned property located at 53 Diller Avenue and designated as Block 22.04, Lot 5 is authorized to Punctuated Equilibrium, LLC, for the fair market value price of \$81,000.00; such sale shall be subject to the Town retaining an easement as depicted on the plan prepared by Harold E. Pellow & Associates, Inc., dated November 2015, and attached to 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 public meeting of said Governing Body conducted on Monday, March 14, 2016.

Lorraine A. Read, RMC
Municipal Clerk

QUITCLAIM DEED

Prepared by:

Ursula H. Leo, Esq.

DEED

THIS DEED is made the acknowledged date below.

BETWEEN THE TOWN OF NEWTON, a Municipal Corporation of the State of New Jersey, having its principal office at Municipal Building, 39 Trinity Street, Newton, NJ 07860, referred to herein as "Grantor",

AND PUNCTUATED EQUILIBRIUM, LLC, a limited liability company, with its principal offices, c/o Thorlabs, Inc. 56 Sparta Avenue, Newton, NJ 07860, hereinafter referred to as the "Grantee",

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Eighty One Thousand and 00/100 DOLLARS (**\$81,000**). The Grantor acknowledges receipt of this money.

Tax Map Reference. Municipality: Town of Newton, County of Sussex, Block No. 22.04, Lot 5 (formerly Block 1308, Lot 1), commonly referred to as 53 Diller Avenue.

Property. The property consists of vacant land in the Town of Newton, County of Sussex, and State of New Jersey. The legal description is:

KNOWN and designated as Block 22.04, Lot 5 as same is designated and shown on the Tax Map of the Town of Newton.

THIS CONVEYANCE is made pursuant to the provisions of N.J.S.A. 40A:12-13(c), and N.J.S.A. 40A:12A-8.g. of the "Local Redevelopment and Housing Law", and pursuant to the "Merriam Gateway Redevelopment Plan, Town of Newton", dated November 2010, "Merriam Gateway Redevelopment Plan Amendment, Town of Newton", dated September 2012, and "Merriam Gateway Redevelopment Plan Amendment, Town of Newton" amended in February 2015. This transfer is subject to the terms and conditions of the Redevelopment Plan of the Town of Newton. This restriction will run with the land subject to the terms of the Redevelopment Plan, as such Plan may be amended, modified or terminated.

GRANTOR reserves a portion of the lot consisting of a bike path for public use, as designated and shown on a map prepared by Harold E. Pellow & Associates, Inc. dated November 2015, attached hereto as **SCHEDULE A**.

SUBJECT to such other easements, restrictions, covenants, reservations, agreements and matters of record, the provisions of zoning ordinances and other municipal ordinances, and such state of facts as an accurate survey and inspection of the premises would disclose.

TYPE OF DEED. This Deed is called a Quitclaim Deed. The Grantor makes no promises as to ownership of title, but simply transfers whatever interest the Grantor has to the Grantee.

Signatures. The Grantor signs this Deed as of the date acknowledged below.

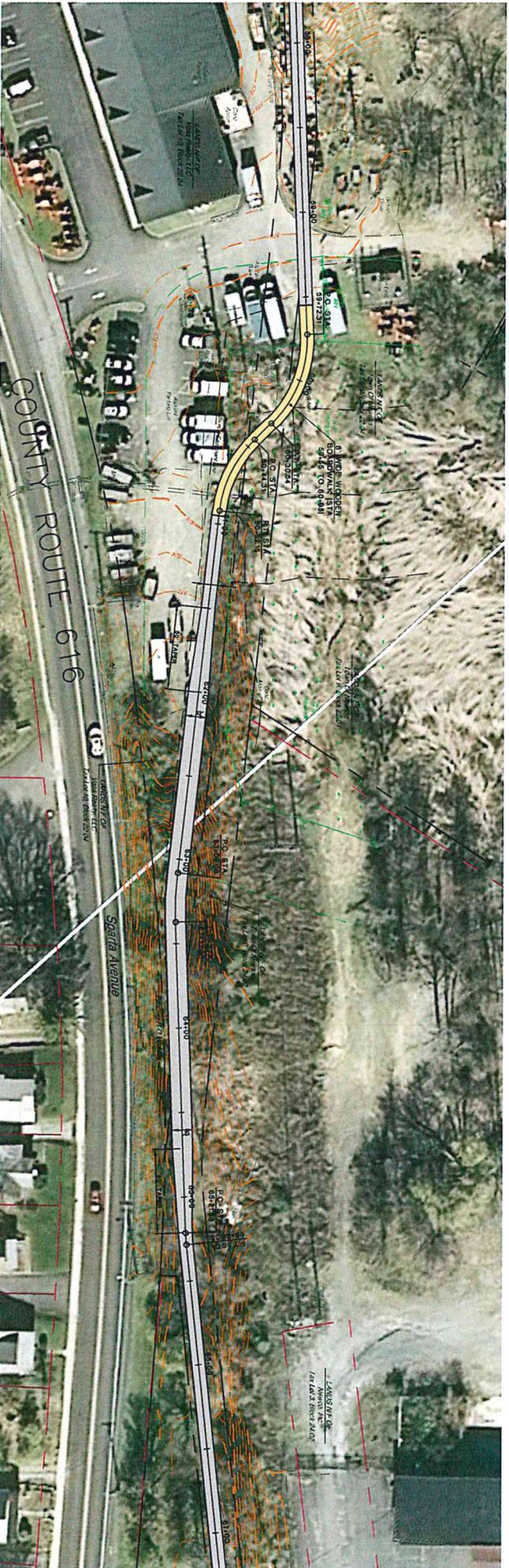
ATTEST:

TOWN OF NEWTON

Lorraine A. Read, Municipal Clerk

By: _____
Daniel G. Flynn, Mayor

SCHEDULE "A"





TOWN OF NEWTON

RESOLUTION #38-2016

March 14, 2016

“Appointment of Ms. Jacqueline Butterfield to the Economic Development Advisory Commission”

WHEREAS, there currently exists a vacancy on the Economic Development Advisory Commission; and

WHEREAS, Ms. Jacqueline Butterfield has expressed an interest in serving on said Commission;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that Ms. Jacqueline Butterfield is hereby appointed to an unexpired three-year term on the Economic Development Advisory Commission, effective immediately with said term continuing to December 31, 2016.

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, March 14, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #39-2016

March 14, 2016

**"Authorize Submission of a Strategic Plan for the
Municipal Alliance Fiscal Year 2017"**

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the Town Council of the Town of Newton, in the County of Sussex, in the State of New Jersey recognizes abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages and therefore has an established Municipal Alliance Committee; and

WHEREAS, the Town Council further recognizes it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Town Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Sussex;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, in the County of Sussex, in the State of New Jersey does hereby recognize the following:

1. The Town Council does hereby authorize submission of a strategic plan for the Action Alliance fiscal year 2017 in the amount of:

DEDR	\$18,772.00
Cash Match	\$4,693.00
In-Kind	\$14,079.00

2. The Town Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Mayor Daniel G. Flynn

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, March 14, 2016.

Lorraine A. Read, RMC
Municipal Clerk

FORM 1A

FOR COUNTY USE ONLY
Approved: _____ YES _____ NO
Date: _____

STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES

Grant Year: FY2017

APPLICANT MUNICIPALITY/IES: Andover Boro, Andover Twp, Town of Newton, Green Twp.	COUNTY: Sussex
ALLIANCE NAME: Action Municipal Alliance	ALLIANCE WEBSITE: www.newtontownhall.com
ALLIANCE STREET ADDRESS: 39 Trinity Street TOWN: Newton STATE: N.J. ZIP: 07860	
TELEPHONE: (973) 383-4160 Ext.	FAX: (973) 383-2233
ALLIANCE CHAIRPERSON: Pat Treible STREET ADDRESS: 39 Trinity Street TOWN: Newton STATE: N.J. ZIP: 07860 EMAIL:	ALLIANCE COORDINATOR: Debbie Danielson STREET ADDRESS: 39 Trinity Street TOWN: Newton STATE: N.J. ZIP: 07860 EMAIL: ddanielson@newtondpw.com
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY): / /	

A) Alliance DEDR Allocation	\$ 18,772.00
B) Cash Match (must be 25% of DEDR Allocation)	\$ 4,693.00
C) In-Kind Match (must be 75% of the DEDR Allocation)	\$ 14,079.00
TOTAL ALLIANCE BUDGET (add A+ B+C)	\$ 37,544.00

Town of Newton

_____ *MUNICIPALITY	_____ NAME/ TITLE OF GOVERNING BODY REPRESENTATIVE	_____ SIGNATURE
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Andover Borough

_____ *MUNICIPALITY	_____ NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	_____ SIGNATURE
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Andover Township

_____ *MUNICIPALITY	_____ NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	_____ SIGNATURE
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Green Township

_____ *MUNICIPALITY	_____ NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	_____ SIGNATURE
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Pat Treible

_____ ALLIANCE CHAIRPERSON	_____ SIGNATURE	_____ DATE
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*** If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**



TOWN OF NEWTON

RESOLUTION #40-2016

March 14, 2016

“Use a Three-Year Average Collection Rate for the 2016 Budget Reserve for Uncollected Taxes”

WHEREAS, according to NJSA 40A:4-40 et seq., a town may utilize a three-year average tax collection rate to calculate a line item appropriation known as Reserve for Uncollected Taxes; and

WHEREAS, prior Town of Newton tax collection rates for the calendar years 2015, 2014, and 2013 were 97.77%, 97.73%, and 98.00% respectively; and

WHEREAS, the average of these aforementioned collection rates is 97.83%;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby requests that it utilize a tax collection rate of 97.83% when calculating the line item appropriation Reserve for Uncollected Taxes in its calendar year 2016 Municipal Budget.

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, March 14, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #41-2016

March 14, 2016

“Approval of a Renewal Application for a Junk Dealers License for Newton Auto Exchange”

WHEREAS, the Newton Code, under Chapter 156 “Junkyards and Junk Dealers” requires no person shall engage in the business of a retail or wholesale junk dealer except pursuant to and within the terms of a license granted by the Council; and

WHEREAS, said renewal application for the Junk Dealer License lists the business as Newton Auto Exchange at 79 Mt. View Street, Newton, New Jersey; and

WHEREAS, Section 156.8 requires the Health Officer, Construction Official, Fire Official, Public Works Supervisor, and Zoning Officer are authorized and directed to make periodic inspections of all licensed junkyards in the Town for the purpose of ascertaining that the business is being conducted on the licensed premises in accordance with the provision of Chapter 156; and

WHEREAS, Newton Auto Exchange has obtained the necessary approvals as required in Section 156-8; and

WHEREAS, Newton Auto Exchange has provided a two hundred dollar (\$200.00) bond conditioned for the due observance of all ordinances of the Town relating to the business of retail junk dealer;

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Newton that it hereby approves the application for a renewal Junk Dealer License submitted by Michael F. Sesera, Jr., t/a Newton Auto Exchange, 79 Mt. View Street, Newton, N.J., which shall expire on December 31, 2016.

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, March 14, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #42-2016

March 14, 2016

"Authorize Refund of Taxes; Block 22.05, Lot 22 for a 100% Disabled Veteran Exemption"

WHEREAS, the Municipal Tax Assessor has granted a 100% Disabled Veteran Tax Exemption effective November 10, 2015 for property known as Block 22.05, Lot 22, also known as 61 Pine Street and owned by James C. Dickson; and

WHEREAS, the property taxes for Block 22.05, Lot 22 are paid through the first quarter 2016, therefore, a refund is necessary; and

WHEREAS, the Tax Collector has determined the prorated amount for the 4th quarter 2015 is \$1,559.36 and the total amount for the 1st quarter 2016 is \$2,702.95 making the total amount to be refunded \$4,262.31;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges a refund is due to James C. Dickson in the total amount of \$4,262.31 which is retroactive to November 10, 2015 and this refund is the result of a 100% Disabled Veteran Tax Exemption granted by the Tax Assessor; and

BE IT FURTHER RESOLVED, that the Treasurer be authorized to issue check in the total amount of \$4,262.31 as a refund to James C. Dickson, 61 Pine Street, Newton, NJ 07860.

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, March 14, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #43-2016

March 14, 2016

**“Authorize Refund of Redemption Monies to
Outside Lien Holder for Block 7.02, Lot 4”**

WHEREAS, at the Municipal Tax Sale held on October 29, 2015, a lien was sold on Block 7.02, Lot 4, also known as 28 West End Avenue for 2014 delinquent water and sewer charges; and

WHEREAS, this lien, known as Tax Sale Certificate #2015-004, was sold to US Bank cust for PC 6 III LLC for 0% redemption fee and a premium of \$600.00; and

WHEREAS, Corelogic, the property owners mortgage company, has effected the redemption of Certificate #2015-004 in the amount of \$2,441.80;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges, US Bank cust for PC 6 III LLC is entitled to a redemption in the amount of \$2,441.80 along with the return of the premium in the amount of \$600.00; and

BE IT FURTHER RESOLVED, that the Tax Collector be authorized to issue a check, in the amount of \$2,441.80 for the redemption of Certificate #2015-004 and a check in the amount of \$600.00 for the premium to US Bank cust for PC 6 III LLC, 50 S. 16th Street, Suite 2050, Philadelphia, PA 19102.

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, March 14, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #44-2016

March 14, 2016

“Authorizing the Town of Newton to Enter Into a Shared Services Agreement with the Sussex County Municipal Utilities Authority for the Purpose of Providing a Certified Recycling Professional for the Town of Newton”

WHEREAS, the Town of Newton “NEWTON” has enacted a recycling plan for all recyclables as designated by the Sussex County Solid Waste Management Plan; and

WHEREAS, the State of New Jersey requires to have its annual recycling tonnage reports approved and executed by a duly Certified Recycling Professional “CRP”; and

WHEREAS, the Town of Newton and the Sussex County Municipal Utilities Authority “SCMUA”, a municipal utilities authority of the State of New Jersey, have negotiated a Shared Services Agreement stating that SCMUA shall serve as NEWTON’s CRP; and

WHEREAS, said Shared Services Agreement is attached to and made part of this resolution;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Mayor and Clerk are hereby authorized to execute the attached Agreement authorizing the Sussex County Municipal Utilities Authority to serve as the Town of Newton’s Certified Recycling Professional.

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, March 14, 2016.

Lorraine A. Read, R.M.C.
Municipal Clerk

**AGREEMENT BETWEEN TOWN OF NEWTON
AND SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY
FOR CERTIFIED RECYCLING PROFESSIONAL (CRP)
TO CERTIFY THE 2015 ANNUAL RECYCLING TONNAGE REPORT**

Beginning 2013, each New Jersey municipality is required by the Recycling Enhancement Act (REA) to have mandatory Annual Recycling Tonnage Reports approved and “executed” by a Certified Recycling Professional (hereinafter “CRP”). Recycling Tonnage Reports will be submitted by the SCMUA via email to the New Jersey Department of Environmental Protection (NJDEP) utilizing a spreadsheet compatible with the Microsoft Excel structure provided by the Department.

THIS AGREEMENT by and between the Town of Newton (municipality), a municipal body politic having its offices at 39 Trinity Street, Newton, New Jersey, 07860, and the Sussex County Municipal Utilities Authority (SCMUA), Sussex County, New Jersey, a body corporate and body politic organized and operating pursuant to NJSA 40:14B-1 et seq. having its offices located at 34 South Route 94, New Jersey, 07848 (hereinafter SCMUA), is dated this 14th day of March, 2016.

WHEREAS, the Town of Newton, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Sussex County District Solid Waste Management Plan and amendments thereto and:

WHEREAS, the Town of Newton is desirous of retaining CRP services of the SCMUA for certification of said Annual Recycling Tonnage Report; and:

WHEREAS, the award of this contract between the SCMUA and the Town of Newton pursuant to N.J.S.A. Section 13:1E-99.14 and pursuant to N.J.S.A. Section 40A:11-5(2). is an exception to the bidding requirements as set forth in the "Local Public Contracts Law";

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants hereinafter set forth, the Town of Newton and the SCMUA make this agreement.

1. The Town of Newton shall retain the services of the SCMUA for a CRP that will be responsible for executing the mandatory annual municipal recycling tonnage report, as provided in the Sussex County District Solid Waste Management Plan, and with the State NJDEP.
2. It is understood that the responsibility for the accuracy of all tonnage and materials reported lies with the municipal representative as the designated preparer of the Recycling Tonnage Report. The Town of Newton designates: Kenneth Jaekel as the preparer of the report. The Municipal report preparer is responsible for report verification should the NJDEP audit the report submittal.
3. The Town of Newton shall be responsible to retain the appropriate documentation for five years in the event of a NJDEP field review/audit.

4. The Town of Newton reserves the right to reasonably amend the terms of this Agreement by giving thirty (30) day written notification to the SCMUA of any changes thereto. The SCMUA reserves the right to terminate this Agreement if the amendment is unacceptable to the SCMUA.
5. The Town of Newton shall pay an annual fee of \$250.00 to the SCMUA for the CRP's services. The Town of Newton agrees to pay all invoices within thirty (30) days upon finalization of the report and submittal of voucher. Notwithstanding any other provision herein. The SCMUA's liability arising out of this agreement for any reason whatsoever, whether known or unknown shall never be greater than the annual fee.
6. This agreement is effective for calendar year 2016 (2015 Recycling Tonnage Report), and may be extended for future years, in yearly increments, upon the mutual consent of both parties.
7. This agreement is the entire agreement between the Town of Newton and the SCMUA and supersedes all previous agreements and discussions. Any amendments hereto must be in writing and must be duly executed by both the Town of Newton and the SCMUA to become effective.
8. This Agreement will be entirely performed within the State of New Jersey and it shall be construed in accordance with the laws thereof.

9. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, void, ultravires, or unconstitutional, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS HERETO the parties hereto have set their hands of the proper public official as of the date and year first above written.

Town of Newton
MUNICIPALITY

Daniel G. Flynn, Mayor Town of Newton
(Name & Title)

By: _____
(Name & Title)

SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY

(Name & Title)

By: _____
(Name & Title)

A copy of this executed agreement shall be forwarded to the NJDEP, either electronically to REATAX@dep.state.nj.us or by mail to:

NJDEP-Solid & Hazardous Waste Management Program
401 E. State Street
Mail Code 401-02C
P.O. Box 420
Trenton, NJ 08625-0420
Attn: Mr. Joe Davis



**TOWN OF NEWTON
RESOLUTION #45-2016**

March 14, 2016

**"Approving the Sale of 27 Orchards Street, Block
22.09, Lot 7"**

WHEREAS, the Town Council adopted Resolution #267-2015 authorizing the sale of 27 Orchard Street, Block 22.09, Lot 7 (the "Property") pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq.; and

WHEREAS, the sale took place on March 2, 2016 and the high bidder was Najot Shatursun, with a bid of Fifteen Thousand and 00/100 (\$15,000.00) dollars. Mr. Shatursun also paid a deposit of Five Thousand and 00/100 (\$5,000.00); and

WHEREAS, one of the conditions of the sale is that the high bidder must pay a buyer's premium equal to ten (10%) of the bid amount in order to pay the auction company's commission. Therefore, the total bid including the buyer's premium is Sixteen Thousand Five Hundred and 00/100 (\$16,500.00) dollars; and

WHEREAS, Mr. Shatursun signed the "New Jersey Municipal Contract for Sale of Real Estate" ("the Contract"), copy of which is attached to this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Newton Town Council that the sale of the Property to Najot Shatursun is hereby approved; and

BE IT FURTHER RESOLVED that the Town Manager, in consultation with the Town Attorney, be authorized to address reasonable requests of the Buyer or his legal counsel in regard to modifying the terms of the Contract, in order to complete the sale of the Property; and

BE IT FURTHER RESOLVED that the Mayor and Town Clerk are authorized to sign the Contract and any documents necessary to complete the sale, including the Deed for the property, upon receipt of the balance of the purchase price and the advertising, realty transfer and recording fees, as well as the Town's legal fee reimbursement of \$450.00.

This Resolution shall take effect immediately, however, it shall be void and of no effect in that Mr. Shatursun fails to pay the balance of the purchase price, advertising, realty transfer, recording and legal fee reimbursement.

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, March 14, 2016.

Lorraine A. Read, RMC
Municipal Clerk

NEW JERSEY MUNICIPAL
CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on March 2, 2016.

BETWEEN The Town of Newton, County of Sussex, a municipal corporation of the State of New Jersey, whose municipal address is 39 Trinity Street, Newton, New Jersey 07860, referred to as the **SELLER**,

AND NAJOT SHATURSUN, whose address is 120 N. BEVERWYCK RD.
LAKE HAWATHA, NJ 07034
_____, referred to as the **BUYER**.

The words "**BUYER**" and "**SELLER**" include all **Buyers** and **Sellers** listed above.

Purchase Contract. The **Seller** agrees to sell and the **Buyer** agrees to buy the property described in this Contract.

1) **Property.** The property to be sold consists of: (a) the land, together with all buildings and improvements thereon, and, all of the **Seller's** rights relating to the land. The real property to be sold is the property known as 27 Orchard Street in the Town of Newton in the County of Sussex and State of New Jersey. It is shown on tax map as Block 22.09, Lot 7. This property is more particularly described in Schedule A annexed hereto (the "Property").

2) **Purchase Price.** The purchase price is: \$ 16,500

3) **Payment of Purchase Price.** The **Buyer** will pay the purchase price as follows:

Ten Percent (10%) deposit in the form of a certified check, bank cashier's check payable to "Laddey, Clark & Ryan Trust Account" due at the time of the auction sale: \$ 5,000

Balance to be paid at closing of title, by certified or bank cashier's check (subject to adjustment at closing in accordance with this Contract) \$ 11,500

TOTAL PURCHASE PRICE \$ 16,500

In addition, **Buyer** shall pay to the Town \$450 for legal services incurred by the Town, the Town's advertising and deed recording fees and realty transfer fees, if any.

- 4) **Deposit Monies:** All deposit monies will be held in a non-interest bearing attorneys' trust account by the **Seller's** attorney, Laddey, Clark & Ryan, LLP (the "Escrow Agent"), and will be paid in accordance with the following: (a) in the event that the transaction contemplated herein is closed in accordance with the provisions hereof, all deposit monies shall be paid to the **Seller**; (b) in the event that the **Buyer** shall default in the performance of its obligation hereunder, all deposit monies shall be paid to the **Seller** upon written demand therefore by the **Seller** stating the nature and particulars of the default. The parties agree and acknowledge that, if the transaction contemplated by this Agreement shall fail to close by reason of **Buyer's** default, **Seller** will suffer damages. The parties agree that the amount of such damages would be difficult to ascertain. In a reasonable attempt to liquidate such damages, the parties agree that, in the event that this transaction shall fail to close as a result of **Buyer's** default in the performance of any of the terms and provisions of this Agreement, **Seller** shall receive the Deposit as liquidated damages; (c) only in the event that the **Seller** shall default in the performance of its obligation to convey marketable title, **Buyer's** sole remedy shall be that all deposit monies shall be paid to the **Buyer** upon written demand therefore by the **Buyer** stating the nature and particulars of the default, upon seven (7) days' prior written notice to the **Seller**, unless in the event that subsequent to the default, the **Seller** shall cure such default and close in accordance with the terms hereof, in which case the deposit monies shall be paid to the **Seller** as a part of the Purchase Price. **Seller** shall not be required to return **Buyer's** deposit for any reason other than if title is not marketable; and (d) in the event that the parties shall agree in writing to terminate this Contract, the deposit monies shall be paid to whichever party is specified in such writing signed by both parties. In the event that a dispute shall arise with regard to the deposit monies, the Escrow Agent shall have the right to deliver the deposit monies to the Superior Court of Sussex County to be held by such Court until the dispute is resolved, and upon such delivery, the Escrow Agent shall be relieved of all further obligations to either party with respect to such deposit monies. In addition, the **Buyer** acknowledges that the Escrow Agent is the **Seller's** attorney and waives any right to object to the continued representation by the Escrow Agent of the **Seller** in any action or proceeding involving the deposit monies or this transaction.
- 5) **Time and Place of Closing.** The closing date shall be within thirty (30) days from the date of execution of this Contract (the "Closing Date"). The closing will be held at the offices of **Seller's** attorney, Laddey, Clark & Ryan, LLP, 60 Blue Heron Road, Newton, New Jersey, **on such date**. In the event that the closing has not taken place by the Closing Date, either party may declare a TIME OF THE ESSENCE Closing Date upon ten (10) calendar days prior written notice to the other party. At the closing, **Buyer** shall deliver payment of the Purchase Price along with a closing statement and all closing documents for the benefit of **Seller**, and **Seller** shall deliver an executed Quit Claim Deed conveying the Property to **Buyer**.
- 6) **Transfer of Ownership.** At the closing, the **Seller** will transfer ownership of the property to the **Buyer**. The **Seller** will give the **Buyer** a properly executed Quit Claim Deed.
- 7) **Type of Deed.** A deed is a written document used to transfer ownership of property. In this sale, the **Seller** agrees to provide and the **Buyer** agrees to accept a deed known as **Quit Claim Deed**.

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- 8) **Physical Condition of the Property.** This Property is being sold "AS IS". The **Seller** does not make any claims or promises about the condition or value of any of the Property, including, but not limited to, environmental matters, suitability for construction of structures or residences, buildings or other improvements thereon, compliance with zoning codes, compliance with construction codes, viability of the issuance of a building permit with regard thereto, or the financing requirements of the **Buyer**. The **Seller**, the Auctioneer/Broker and its agents make no representations as to the Property's precise acreage or condition. **BUYER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY IN "AS IS" AND "WHERE IS" CONDITION, WITH ANY AND ALL FAULTS AND DEFECTS, WHETHER LATENT OR PATENT, AND SUBJECT TO ORDINARY WEAR AND TEAR FROM THE DATE HEREOF THROUGH THE CLOSING DATE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON, AND THAT SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, BROKER'S "SET-UPS", STATEMENTS, REPRESENTATIONS OR INFORMATION REGARDING THE PROPERTY' PHYSICAL OR ENVIRONMENTAL CONDITION, INCOME, EXPENSES, OPERATION, USE, COMPLIANCE WITH LAWS, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT.** The **Seller**, Max Spann Auction Company, or anyone on behalf of the **Seller** or the Max Spann Auction Company, does not make any claims or promises about the condition, zoning or uses, or value of any of the property included in this sale. The **Buyer** acknowledges and agrees that it has inspected the property or **Buyer** hereby waives such right to inspect the Property.
- 9) **Assessments for Municipal Improvements.** Certain municipal improvements such as sidewalks and sewers may result in the municipality charging property owners to pay for the improvement. All unpaid charges (assessments) against the property for work completed before the date of Contract will be the responsibility of the **Buyer**. In addition, if the improvement is not completed before the date of contract, then the **Buyer** shall likewise be solely responsible for all assessments against the Property after closing of title.
- 10) **Matters Prior to Closing.** Sale is subject to the approval of the Governing Body which shall decide on its acceptance or non-acceptance of this Contract within 21 days of the date of this Contract. **Buyer** cannot withdraw its bid prior to said action of the Governing Body without being deemed in default. The **Seller** is selling the property strictly "AS IS." The **Buyer** has not relied on any warranties or representations of the **Seller, the Auctioneer/Broker and its agents** as to the condition of the property in entering into this contract. The **Buyer** shall be permitted to have any inspections of the property and to have the property surveyed as deemed necessary by the **Buyer**, at **Buyer's** sole cost and expense. The **Seller** will permit reasonable access for all inspections provided in this contract. The **Buyer** shall provide the **Seller** with reasonable prior notice of any intention to enter upon the property for the purposes herein set forth.
- i) All inspections shall be at the **Buyer's** sole risk, and the **Buyer** hereby indemnifies and holds the **Seller, the Auctioneer/Broker and its agents** harmless, inclusive of legal fees and costs, with regard to the claims of any third party who enter upon the

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Property at the request of or for the benefit of the **Buyer**, regardless of whether the **Seller** was the cause in whole or in part of the condition that the caused the injury.

- 11) **Expenses of Application, Engineering and Survey.** All charges, costs, expenses and liabilities in connection with the survey and the performance of all engineering, environmental, geological or other work on the property and the preparation of all reports, plans and maps for the development of the property including the cost of filing, recording, reviewing or gaining approval by any governmental agency shall be paid by and be the expense of the **Buyer**. If the **Buyer** does not obtain the applicable survey and submit it to the title company within the time appropriate to the title company prior to the Closing Date hereof, **Buyer** agrees to take title subject to the survey exception set forth in the Title Report. The **Buyer** hereby agrees to indemnify and hold the **Seller, the Auctioneer/Broker and its agents** and the property harmless from all charges, costs, expenses and liabilities arising out of any work done by or for the **Buyer**.
- 12) **Deed Description.** The deed of conveyance will contain metes and bounds description, to the extent available based on the deed into the **Seller** If **Buyer** obtains a survey and provides a metes & bounds description, it must be certified to the **Seller** and it will be listed as 'information only' in the Deed. Any such metes & bounds to be furnished by **Buyer** must be furnished to **Seller** at least 14 days before Closing.
- 13) **Assignment.** The **Buyer** may not, without **Seller's** consent, assign all of its right, title and interest in and to this contract provided the Assignee is a business entity in which the **Buyer** has a majority interest. Notwithstanding any such permitted transfer, however, **Buyer** shall remain liable under the terms of this Contract.
- 14) **Quality of Title.** Title to be transferred by **Seller to Buyer** shall be insurable by any title insurance company licensed to do business in the State of New Jersey, subject to easements and restrictions of record providing the easements and restrictions do not render title uninsurable. If title is not insurable, the **Buyer's** sole remedy shall be to terminate this Contract, and upon termination all of the deposit monies paid, if any, shall be returned to the **Buyer**.
- 15) **Real Estate Commission.** The municipality is not responsible for payment of commissions. In accordance with prevailing custom and practice, Max Spann Auction Co., will charge a **BUYER'S PREMIUM** of ten percent (10%) to be added to the final bid price which is payable by the **Buyer** at the time of closing. Transfer of Title from **Seller to Buyer** is contingent upon said **Buyer's** Premium being paid to Max Spann Auction Co., a licensed New Jersey real estate broker. Max Spann Auction Company shall be solely responsible for any commission to be paid to other brokers, but only as by prior written agreement executed by Max Spann Auction Company.
- 16) **Complete Contract.** This Contract, together with the Resolution and the Notice of Sale adopted by the **Seller**, are incorporated into this Contract fully by reference, copies of which are attached as exhibits to this agreement. In the event there is any discrepancy between this

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agreement and the Resolution and Notice of Sale, the Resolution and Notice of Sale shall control.

- 17) **Attorney Review.** This Contract was reviewed and prepared by **Seller's** counsel. While the terms and conditions herein are non-negotiable and will not be altered, it has been made available for review by prospective **Buyers** and their legal representation prior to Auction Day and on Auction Day itself. Both parties agree that the three (3) day attorney review period does not apply to this transaction.
- 18) **Adjustments at Closing.** Real property taxes shall be assessed as of the first day of the first month following the date when title is closed. The collected rents, if any, security deposits, if any, water, sewer, taxes, fuel, and all other items normally adjusted shall be apportioned and allowed as of midnight of the day immediately prior to the Closing Date. The **Buyer** shall pay any real estate transfer tax associated with this transaction.
- 19) **Compliance.** The deed to be given by the municipality shall contain a provision that the successful bidder(s) and his successor(s) shall comply with the all municipality ordinances.
- 20) **Parties Liable.** This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.
- 21) **Risk of Loss.** The **Seller** is responsible for any damage to the property, except for normal wear and tear, until the closing. In the event loss or damage to the property exceeds 20%, then **Seller** may elect to either repair the damage, provide an appropriate credit at closing, or terminate this Contract. However, **Seller** shall not be responsible for the cost of making any repairs or providing a credit in the event the cost of damages is less than \$10,000.
- 22) **Possession.** At the closing the **Buyer** will be given possession of the property. This conveyance shall be subject to the rights, if any, of the public and others in and to any streets and waterways on or abutting the Property.
- 23) **Parties Liable: liquidated damages.** This contract is binding upon all parties who sign it. Neither this Contract, nor any right or rights under this Contract, shall be assigned by the **Buyer** without the prior written consent of the **Seller**. Any assignment made in violation of these provisions shall be null and void. **Buyer** represents that he/she has sufficient cash available to consummate the within transaction. Unless the conditions of this Contract shall in all respects be complied with by **Buyer** in the manner provided in this Contract, **Buyer** shall lose all rights, remedies or actions either at law or equity under this Contract, **Buyer** shall lose the deposit as liquidated damages, such damages being difficult, if not impossible, to ascertain, and **Seller** shall be released from all obligations to convey said Property and retains the right to seek further damages due to **Buyer's** default. This Contract shall become null and void and neither party shall have further rights against the other. **Buyer** agrees that this Contract shall not be recorded. If **Seller** is unable to convey title as set forth herein, **Buyer's** sole remedy shall be the return of **Buyer's** deposit.

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- 24) **Notices.** All notices under this contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this contract or to that party's attorney. Service shall be deemed effective upon the earlier of actual notice or two (2) business days after placing such notice in the mail.
- 25) **Supplemental Information:** **Buyer** acknowledges receipt of and has reviewed the additional information about the property.
- 26) **MEGAN'S LAW STATEMENT:** UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.
- 27) **NOTICE ON OFF-SITE CONDITIONS:** PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE ACT, P.L. 1995 C. .253, THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF THE OFF-SITE CONDITION. BUYERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS LOCATED NEAR THE BORDER OF A MUNICIPALITY, BUYERS MAY WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE NEIGHBORING MUNICIPALITY.
- 28) **SURVEY:** The **Buyer** and **Seller** agree that any survey will be at the expense of the **Buyer**. If the **Buyer** does not obtain the applicable survey and submit it to the title company within the time appropriate to the title company prior to the closing date hereof, **Buyer** agrees to take title subject to the survey exception set forth in the Title Report.
- 29) **BUYER'S PREMIUM:** A **Buyer's** Premium equal to 10% of the sale price is payable by the **Buyer** and shall be added to the winning bid to determine the final Purchase Price.
- 30) **FARMLAND ASSESSMENT:** The Property is **not** presently under farmland assessment. Rollback taxes, if any, as a result of a change in use by **Buyer**, will be the responsibility of the Purchaser.
- 31) **TENANCIES:** The Property is sold free of all tenancies except for the following: None
- 32) **CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:** By signing below the **Seller** and **Buyer** acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firms involved in this

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transaction prior to the first showing of the Property.

33) DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):

a) I, MAX SPANN, AS AN AUTHORIZED REPRESENTATIVE OF MAX SPANN REAL ESTATE & AUCTION COMPANY AM WORKING IN THIS TRANSACTION AS A SELLER'S AGENT.

b) INFORMATION SUPPLIED BY NAJOT SHARMA
(name of other firm) HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A _____ PURCHASER'S AGENT.

34) The Property is being sold "AS IS". The Seller undertook an environmental remediation at the Property and through its environmental consultants, Excel Environmental Resources, Inc., received an unrestricted use, entire site, Response Action Outcome letter that was filed with the New Jersey Department of Environmental Protection. Buyer acknowledges and agrees that it has been provided with access to the environmental remediation documents through the Broker and has reviewed the documents and is satisfied with the remediation.

Signed and agreed to by:

BY: NAJOT SHARMA
(Buyer) NAJOT SHARMA
Date: 03.02.2016

TOWN OF NEWTON, Seller

By _____
Daniel G. Flynn, Mayor
Date:

NOTICE

To Buyer and Seller Read This Notice Before Signing The Contract

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

- 1) As a real estate broker, I represent the seller, not the buyer. The title company does not represent either the seller or the buyer.
- 2) You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.
- 3) The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing, the contract is a big step. A lawyer would review the contract, help you to understand it, and to negotiate its terms.
- 4) **The contract is final and binding. You cannot change or cancel the contract unless the seller agrees. Neither can the real estate broker nor the title insurance company change the contract.**
- 5) Another important service of a lawyer, is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.
- 6) A buyer without a lawyer runs special risks. Only a lawyer can advise a buyer about what to do if problems arise concerning the purchase of this property. The problems may be about the seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So, their interests may differ from yours.
- 7) Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

_____ Seller MAJID SHAHIDIAN Buyer
_____ Seller _____ Buyer
_____ Selling Broker 03-02-16 Date

CONSUMER INFORMATION STATEMENT ON NEW JERSEY REAL ESTATE RELATIONSHIPS

In New Jersey, real estate licensees are required to disclose how they intend to work with buyers and sellers in a real estate transaction. (In rental transactions, the terms "buyers" and "sellers" should be read as "tenants" and "landlords", respectively.)

1. AS A SELLER'S AGENT OR SUBAGENT. I, AS A LICENSEE, REPRESENT THE SELLER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE BUYER WILL BE TOLD TO THE SELLER.

2. AS A BUYER'S AGENT. I, AS LICENSEE, REPRESENT THE BUYER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE SELLER WILL BE TOLD TO THE BUYER.

3. AS A DISCLOSED DUAL AGENT, I, AS A LICENSEE, REPRESENT BOTH PARTIES. HOWEVER, I MAY NOT, WITHOUT EXPRESS PERMISSION, DISCLOSE THAT THE SELLER WILL ACCEPT A PRICE LESS THAN THE LISTING PRICE OR THAT THE BUYER WILL PAY A PRICE GREATER THAN THE OFFERED PRICE.

4. AS A TRANSACTION BROKER, I, AS A LICENSEE, DO NOT REPRESENT EITHER THE BUYER OR THE SELLER. ALL INFORMATION I ACQUIRE FROM ONE PARTY MAY BE TOLD TO THE OTHER PARTY.

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of business relationship you have with that licensee. There are four business relationships: (1) seller's agent; (2) buyer's agent; (3) disclosed dual agent; and (4) transaction broker. Each of these relationships imposes certain legal duties and responsibilities on the licensee as well as on the seller or buyer represented. These four relationships are defined in greater detail below. Please read carefully before making your choice.

SELLERS' AGENT

A seller's agent WORKS ONLY FOR THE SELLER and has legal obligations, called fiduciary duties, to the seller. These include reasonable care, undivided loyalty, confidentiality and full disclosure. Seller's agents often work with buyers, but do not represent the buyers. However, in working with buyers a seller's agent must act honestly. In dealing with both parties, a seller's agent may not make any misrepresentations to either party on matters material to the transaction, such as the buyer's financial ability to pay, and must disclose

defects of a material nature affecting the physical condition of the property, which a reasonable inspection by the licensee would disclose.

Seller's agents include all persons licensed with the brokerage firm, which has been authorized through a listing agreement to work as the seller's agent. In addition, other brokerage firms may accept an offer to work with the listing broker's firm as the seller's agents. In such cases, those firms and all persons licensed with such firms are called "sub-agents." Sellers who do not desire to have their property marketed through sub-agents should so inform the seller's agent.

BUYER'S AGENT

A buyer's agent WORKS ONLY FOR THE BUYER. A buyer's agent has fiduciary duties to the buyer, which include reasonable care, undivided loyalty, confidentiality and full disclosure. However, in dealing with sellers, a buyer's agent must act honestly. In dealing with both parties, a buyer's agent may not make any misrepresentations on matters material to the transaction, such as the buyer's financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the licensee would disclose.

A buyer wishing to be represented by a buyer's agent is advised to enter into a separate written buyer agency contract with the brokerage firm, which is to work as their agent.

DISCLOSED DUAL AGENT

A disclosed dual agent WORKS FOR BOTH THE BUYER AND SELLER. To work as a dual agent, a firm must first obtain the informed written consent of the buyer and the seller. Therefore, before acting as a disclosed dual agent, brokerage firms must make written disclosure to both parties. Disclosed dual agency is most likely to occur when a licensee with a real estate firm working as a buyer's agent shows the buyer properties owned by sellers for whom that firm is also working as a seller's agent or sub-agent.

A real estate licensee working as a disclosed dual agent must carefully explain to each party, that, in addition to working as their agent, their firm will also work as the agent for the other party. They must also explain what effect their working as a disclosed dual agent will have on the fiduciary duties their firm owes to the buyer and to the seller. When working as a disclosed dual agent, a brokerage firm must have the express permission of a party prior to disclosing confidential information to the other party. Such information includes the highest price a buyer can afford to pay and the lowest price a seller will accept and the parties' motivation to buy or sell.

Remember, a brokerage firm acting as a disclosed dual agent will not be able to put one party's interests ahead of those of the other party and cannot advise or counsel either party on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party.

If you decide to enter into an agency relationship with a firm, which is to work as a disclosed dual agent, you are advised to sign a written agreement with that firm.

TRANSACTION BROKER

The New Jersey Real Estate Licensing Law does not require licensees to work in the capacity of an "agent" when providing brokerage services. A transaction broker works with a buyer or a seller or both in the sales transaction without representing anyone. A TRANSACTION BROKER DOES NOT PROMOTE THE INTERESTS OF ONE PARTY OVER THOSE OF THE OTHER PARTY TO THE TRANSACTION. Licensees with such a firm would be required to treat all parties honestly and to act in a competent manner, but they would not be required to keep confidential any information. A transaction broker can locate qualified buyers for a seller or suitable properties for a buyer. They can then work with both parties in an effort to arrive at an agreement on the sale or rental of real estate and perform tasks to facilitate the closing of a transaction.

A transaction broker primarily serves as a manager of the transaction, communicating information between the parties to assist them in arriving at a mutually acceptable agreement and in closing the transaction, but cannot advise or counsel either party on how to gain an advantage at the expense of the other party. Owners considering working with transaction brokers are advised to sign a written agreement with that firm which clearly states what services that firm will perform and how it will be paid. In addition, any transaction brokerage agreement with a seller or landlord should specifically state whether a notice on the property to be rented or sold will or will not be circulated in any or all Multiple Listing System(s) of which that firm is a member.

YOU MAY OBTAIN LEGAL ADVICE ABOUT THESE BUSINESS RELATIONSHIPS FROM YOUR OWN LAWYER.

THIS STATEMENT IS NOT A CONTRACT AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

ACKNOWLEDGEMENT OF RECEIPT OF CONSUMER INFORMATION STATEMENT (CIS)

FOR SELLERS AND LANDLORDS

"By signing this Consumer Information Statement, I acknowledge that I received this Statement from _____ (name of brokerage Firm) prior to discussing my motivation to sell or lease or my desired selling or leasing price with one of its representatives."

Signed: _____

FOR BUYERS AND TENANTS

"By signing this Consumer Information Statement, I acknowledge that I received this Statement from _____ (name of brokerage firm) prior to discussing my motivation or financial ability to buy or lease with one of its representatives."

Signed: 

DECLARATION OF BUSINESS RELATIONSHIP

I, Max Spann, (name of licensee) as an authorized representative of Max Spann RE & Auction Co (name of brokerage firm) intend, as of this time, to work with you as a (indicate one of the following):

Seller's Agent Only

Buyer's Agent Only

Seller's Agent and Disclosed Dual Agent if the opportunity arises

Buyer's Agent and Disclosed Dual Agent if the opportunity arises

Transaction Broker Only

Seller's Agent on properties on which this firm is acting as the seller's agent and transaction broker on other properties

DATE: 2/10/16

2012 CIS (A)



TOWN OF NEWTON

RESOLUTION #46-2016

March 14, 2016 "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 2015 and 2016 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.

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, March 14, 2016.

Lorraine A. Read, RMC
Municipal Clerk

AGENDA ITEMS

For March 14, 2016 Council Meeting

Minutes: - February 22, 2016 – Special Meeting ✓
February 22, 2016 – Regular Meeting ✓
February 22, 2016 – Executive Meeting ✓

✓ • An application for Special Permit for Social Affair from the Catholic Academy of Sussex County to be held on April 9, 2016 from 6:00 pm to 11:00 pm at 20 Jefferson Street, Newton.

✓ • An application for an on-premise raffle (50-50) from the Catholic Academy of Sussex County to be held on April 9, 2016 from 6:00 pm to 10:00 pm at 20 Jefferson Street, Newton.

✓ • An application for an on-premise raffle (Tricky Tray) from the Catholic Academy of Sussex County to be held on April 9, 2016 from 6:00 pm to 10:00 pm at 20 Jefferson Street, Newton.

✓ • An application for an on-premise raffle (merchandise) from the Sussex County Community College Foundation to be held on April 9, 2016 from 9:00 am to 6:00 pm at One College Hill Road, Newton.

✓ • An application for an on-premise raffle (50/50) from the Sussex County Community College Foundation to be held on April 9, 2016 at 6:30 pm at One College Hill Road, Newton.

✓ • An application for an on-premise raffle (50/50) from the Sussex County Community College Foundation to be held on June 30, 2016 from 5:00 pm to 10:00 pm at One College Hill Road, Newton.

✓ • An application for an on-premise raffle (50-50) from the Sussex County Community College Foundation to be held on July 7, 2016 from 6:00 pm to 9:00 pm; July 14, 2016 from 6:00 pm to 9:00 pm; July 21, 2016 from 6:00 pm to 9:00 pm; July 28, 2016 from 6:00 pm to 9:00 pm; and August 4, 2016 from 6:00 pm to 9:00 pm at One College Hill Road, Newton.

✓ • An application for Special Permit for Social Affair from the Sussex County Arts and Heritage Council to be held on May 7, 2016 from 4:00 pm to 6:00 pm at 133 Spring Street, Newton.

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

Check#	Vendor	Description	Payment	Check Total
36365	921 - AIRGAS EAST	PO 47578 BLANKET: ACETYLENE/ARGON/OXYGEN \$20	119.48	119.48
36366	1625 - ALTERNATE POWER INC.	PO 47542 BLANKET: 2016 GENERATOR MAINT (DPW/	500.00	500.00
36367	1132 - BOONTON TIRE SUPPLY INC.	PO 47499 BLANKET: POLICE VEHICLE MAINT	1,646.00	
		PO 47838 REPAIR ANTI-FREEZE LEAK & HORN TOWN	734.99	2,380.99
36368	192 - CAMPBELL'S SMALL ENGINE INC.	PO 47864 SNOW BLOWER REPAIR	22.94	22.94
36369	3143 - CARTRIDGE WORLD	PO 47841 DAILY JOURNAL PRINTING/ETICKETS	172.99	172.99
36370	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 47540 BLANKET: ALARM CIRCUITS HIGH ST TO	125.85	125.85
36371	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 47860 LOCAL PHONE SVC -JAN	3,385.38	3,385.38
36372	3379 - CEUNION	PO 47803 J.DODD - HR SEMINAR	89.00	89.00
36373	2843 - CHELBUS CLEANING CO., INC.	PO 47491 BLANKET: 2016 CLEAN TOWNHALL/FIREHO	1,770.00	1,770.00
36374	3770 - CINTAS CORPORATION NO. 2	PO 47519 BLANKET: FIRST AID SUPP'S	216.63	216.63
36375	3010 - CIT-E-NET, LLC	PO 47804 ANNUAL ONLINE TAX PAYMENT (2/23/16-	2,000.00	2,000.00
36376	2765 - CODE 96 LLC	PO 47806 SPAM FIREWALL	884.00	884.00
36377	3768 - COMPASS ENERGY GAS SERVICES, INC.	PO 47573 BLANKET: NATURAL GAS SUPPLIER (Jan-	4,127.24	4,127.24
36378	2361 - CSS TEST INC.	PO 47546 BLANKET: PRE-EMPLOYMENT DRUG SCREEN	48.00	48.00
36379	2048 - DANIELSON, DEBORAH	PO 47922 REIMB CANDY EASTER EGG HUNT	90.86	90.86
36380	768 - DEMPSEY UNIFORM & SUPPLY INC	PO 47485 BLANKET: UNIFORM/MAT RENTALS & PAPE	1,240.73	1,240.73
36381	3776 - DICKSON, JAMES C	PO 47903 REFUND TAXES 100% DISABLED VET	4,262.31	4,262.31
36382	2854 - DUSTIN MCGARRY	PO 47706 MEAL ALLOWANCE	17.00	17.00
36383	3761 - DUSTY ROADS MEDIA	PO 47435 ADVERTISE SPRING ST. DOWN TOWN	569.95	569.95
36384	225 - FEDERAL EXPRESS	PO 47560 BLANKET: EXPRESS MAIL Acct #1344-05	26.63	26.63
36385	3298 - FRANK SEBASTIANO - FRANKY'S CAFE LL	PO 47904 2016 SENIOR DINNER FOOD	1,000.00	1,000.00
36386	110 - G & G DIESEL SERVICE INC	PO 47514 BLANKET: DPW TRUCK REPAIRS	544.09	544.09
36387	272 - HOLZHAUER, SCOTT	PO 47900 1/2 year GSMLS membership dues	62.50	62.50
36388	1866 - HOME DEPOT, INC.	PO 47739 BLANKET: B&G/VEH MAINT/RD SUPP'S	529.12	
		PO 47906 CHRISTMAS LIGHTS TREE LIGHTING TH	370.87	900.09
36389	1237 - IAAO	PO 47871 IAAO 2016 TAX APPEAL SEMINAR	120.00	120.00
36390	332 - J & D SALES & SERVICE,LLC.	PO 47881 TRK WASH 55 GAL ALUM SULFATE	254.00	254.00
36391	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 47773 PB CONSULT-DEC 2015	118.00	
		PO 47843 PB CONSULT-DEC 2015	413.00	531.00
36392	113 - JCP&L	PO 47854 STREET LIGHT JAN	7,264.95	7,264.95
36393	113 - JCP&L	PO 47868 ELEC TOWN BLDGS JAN	5,968.00	5,968.00
36394	2576 - JOSEPH WHITE	PO 47648 MEAL ALLOWANCE	25.00	25.00
36395	3473 - LEDA C GONZALEZ	PO 47610 BLANKET: SPANISH INTERPRETER	197.50	197.50
36396	2110 - LINCOLN FINANCIAL GROUP	PO 47926 2015 LOSAP FIRE contract #cr33484	25,357.50	25,357.50
36397	409 - MINISINK PRESS INC	PO 47568 Receipts	145.00	145.00
36398	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 46089 BLANKET: REPAIR EQUIP RD/MACH/SNOW	279.99	
		PO 47750 RAIN SUITS/GLOVES	364.95	644.94
36399	1528 - MR. JOHN, INC.	PO 47554 BLANKET: RECYCLE CTR PORT A JOHN (J	82.80	82.80
36400	3339 - MUNICIPAL CLERKS ASSOCIATI	PO 47893 Oswin - Clerk's Conf. Atlantic City	310.00	310.00
36401	3014 - NATIONAL BUSINESS FURNITURE, LLC.	PO 47360 DESK OFFICE ORD #ZJ904663	2,663.24	
		PO 47437 OFFICE FURNITURE TREASURER	4,273.01	6,936.25
36402	3659 - NATIONWIDE EMPLOYEE BENEFITS	PO 47927 ACC/LIFE INSURANCE -FIRE	2,675.72	2,675.72
36403	199 - NEOPOST LEASING, INC.	PO 47679 1ST QTR POSTAGE MACHINE RENTAL CUST	504.00	504.00
36404	170 - NEWTON BOARD OF EDUCATION	PO 47384 SENIOR DINNER CAFETERIA FEE	200.00	200.00
36405	3040 - NJ DIV PENSION & BENEFIT	PO 47889 DCRP EMPLOYER COST (4/6-12/27/15)	940.97	940.97
36406	303 - NJ POLICE TRAFFIC OFFICERS	PO 47655 ANNUAL MEMBERSHIP FOR POLICE	50.00	50.00
36407	2835 - NJMEBF	PO 47856 FEB MEDICAL & DENTAL	167,729.00	167,729.00
36408	1762 - NJSACOP	PO 47766 2016 CHIEF'S MEMBERSHIP	275.00	275.00
36409	2607 - NORTHERN RAIN	PO 47688 2016 LAWN SPRINKLER RENEWAL	175.75	175.75
36410	64 - PELLOW, HAROLD & ASSO, INC.	PO 47428 DAM SITE #2 #3 #4	1,396.50	
		PO 47875 PB CONSULT-JAN 2016	260.00	
		PO 47908 JAN ENGINEERING	1,943.75	3,600.25
36411	39 - QUILL CORPORATION	PO 47700 BLANKET: OFFICE SUPP'S	113.88	113.88
36412	251 - R.S. PHILLIPS STEEL LLC	PO 47809 STEEL SHEET FOR PLOW REPAIR	32.00	32.00
36413	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 47535 BLANKET: GAS (JAN-MAR \$5000) A/c#	2,127.16	2,127.16
36414	3731 - READY REFRESH BY NESTLE	PO 47547 BLANKET: 2016 WATER	79.11	79.11
36415	126 - SCMUA	PO 47580 BLANKET: TRASH/BRUSH/STREETSWEEPING	578.01	578.01
36416	611 - SEBRING AUTO PARTS, INC.	PO 47518 BLANKET: AUTO PARTS/SUPPS ACCT #46	23.74	23.74
36417	2257 - STAPLES BUSINESS ADVANTAGE, INC.	PO 46151 BLANKET: PD/CENCOM OFFICE SUPPLIES	375.38	
		PO 47752 BLANKET: OFFICE SUPP'S POLICE/CEN-C	727.91	1,103.29

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

Check#	Vendor	Description	Payment	Check Total
36418	2257 - STAPLES BUSINESS ADVANTAGE, INC.	PO 47762 Office Supplies - Toner, folders, p	448.34	
		PO 47824 BLANKET: DPW OFFICE SUPP'S	72.88	521.22
36419	102 - SUSSEX CAR WASH INC	PO 47557 BLANKET: POLICE CAR WASHES	133.00	133.00
36420	1214 - SUSSEX CO.ASSOC.-CHIEFS-POLICE	PO 47748 2016 DUES AND TRAINING	600.00	600.00
36421	371 - T.A. MOUNTFORD COMPANY, INC.	PO 47877 2ND FLR COPIER CONTRACT (2/25/16-2/	2,070.00	2,070.00
36422	2479 - TAYLOR OIL CO., INC.	PO 47536 BLANKET: DIESEL (JAN-MAR \$5000) A/C	2,350.54	2,350.54
36423	3105 - THYSSENKRUPP ELEVATOR CORP.	PO 47471 BLANKET: ELEVATOR MAINT TH SIDE CU	212.18	212.18
36424	219 - TRI-STATE RENTALS, INC.	PO 47867 HYDRAULIC FITTINGS & HOSE	160.00	160.00
36425	2781 - TRIMBOLI & PRUSINOWSKI, LLC.	PO 47575 BLANKET: 2016 LABOR ATTORNEY (Jan-	4,195.00	4,195.00
36426	3369 - UNITED TELEPHONE/CENTURY LINK	PO 47538 BLANKET: DIGITAL DATA CIRCUIT 39 T	127.55	127.55
36427	3444 - USA HOISTCO., INC.	PO 47551 BLANKET: ELEVATOR MAINT (Police si	215.00	215.00
36428	3616 - V.E. RALPH & SON, INC.	PO 47786 NARCAN SUPPLIES CUST #205774	29.96	29.96
36429	1280 - VERIZON WIRELESS, INC.	PO 47483 BLANKET: 1X AIRCARDS ACCT #201 M15	195.52	195.52
36430	1158 - VISION SERVICE PLAN	PO 47549 BLANKET: VISION PLAN (Jan-Mar) Curr	966.88	966.88
36431	3705 - VJ TRUGLIO, CPO-I	PO 47776 POOL OPERATOR COURSE March 8/9	315.00	315.00
36432	1819 - VOGEL,CHAIT,COLLINS,SCHNEIDER, PC,	PO 47866 PB VS SCHEPIS JAN	105.00	105.00
36433	1500 - WALMART	PO 47898 EASTER EGG HUNT SUPPLIES	34.16	34.16
36434	804 - WEST CHESTER MACHINERY	PO 47234 TRK #10 SNOW PLOW PARTS/PLOW PARTS	2,282.18	
		PO 47855 SNOW PLOW PARTS/PLOW PARTS	4,501.91	6,784.09
TOTAL				271,616.58

Total to be paid from Fund 10 CURRENT FUND 271,616.58

271,616.58

Checks Previously Disbursed

161014	PAYROLL ACCOUNT	3/10 CURRENT PAYROLL	194,244.32	3/10/2016
161013	ELAVON	FEB COURT MERCHANT FEE	107.94	3/04/2016
161012	BANK OF NEW YORK MELLON	MCIA 2009 Bond p i Adm Fee \$4,285T	63,600.00	2/29/2016
161011	NEWTON BOARD OF EDUCATION	School Tax FEB 2016	1,031,649.83	2/24/2016
161010	PAYROLL ACCOUNT	2/25 CURRENT PAYROLL	198,994.28	2/25/2016

			1,488,596.37	

Total paid from Fund 10 CURRENT FUND 1,488,596.37

1,488,596.37

Total for this Bills List: 1,760,212.95

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

Check#	Vendor	Description	Payment	Check Total
1310	3458 - ASHLEY MEISINGER	PO 47509 FRESHMAN VOLLEYBALL	90.00	90.00
1311	2136 - DRAGER SAFETY DIAGNOSTICS, INC.	PO 47591 SIMULATOR CERTIFICATION ACCT #15004	169.00	169.00
1312	2113 - SUSSEX COUNTY MAILING SERVICE	PO 47531 2016 RECYCLING PERMIT NEWSLETTER	908.16	908.16
TOTAL				1,167.16

Total to be paid from Fund 11 FEDERAL/STATE GRANTS 1,167.16

1,167.16

Checks Previously Disbursed

161105	PAYROLL ACCOUNT	3/10 GRANT PAY	363.86	3/10/2016
161104	PAYROLL ACCOUNT	2/25 grant payroll	25.86	2/25/2016
161104	PAYROLL ACCOUNT	2/25 grant payroll	338.00	2/25/2016
161103	PAYROLL ACCOUNT	2/11 GRANT PAY	966.70	2/11/2016
				1,694.42

Total paid from Fund 11 FEDERAL/STATE GRANTS 1,694.42

1,694.42

Total for this Bills List: 2,861.58

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

Check#	Vendor	Description	Payment	Check Total
8556	65 - MUNICIPAL SOFTWARE, INC.	PO 47548 2016 ANNUAL SUPPORT & MAINT	408.00	408.00
	TOTAL			----- 408.00
Total to be paid from Fund 21 DOG RESERVE			408.00	
			<u>408.00</u>	
			408.00	

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

Check#	Vendor	Description	Payment	Check Total
8522	2589 - DENVILLE LINE PAINTING, INC.	PO 46417 STRIPPING FOR SPRING STREET	163.10	163.10
8523	263 - MCMANIMON, SCOTLAND & BAUMANN, LLC	PO 47785 HICKS AVE JADE REDEVEL -DEC	130.00	130.00
8524	64 - PELLOW, HAROLD & ASSO, INC.	PO 47908 JAN ENGINEERING	2,630.25	2,630.25
8525	3739 - PM POOL SERVICE	PO 47168 KIDDIE POOL CRACK RESTORATION	4,900.00	4,900.00
8526	1601 - TILCON NEW JERSEY, INC.	PO 46428 SPRING ST MILL & PAVE	1,788.33	1,788.33
8527	1034 - TONY'S CONCRETE CONSTR CO, INC	PO 46429 SPRING ST IMPROVEMENTS	4,464.74	4,464.74
8528	2291 - TREATMENT SPECIALTIES CORP.	PO 46649 MURI ACID FILTRATION SYSTEM/TANK -	2,062.00	2,062.00
TOTAL				----- 16,138.42

Total to be paid from Fund 30 CAPITAL 16,138.42
=====
16,138.42

Checks Previously Disbursed

8521	SUSSEX COUNTY CLERK	WET LANDS PERMIT TRAIL	8.00	3/07/2016

			8.00	

Total paid from Fund 30 CAPITAL 8.00

8.00

Total for this Bills List: 16,146.42

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

Check#	Vendor	Description	Payment	Check Total
15504	921 - AIRGAS EAST	PO 47576 BLANKET: CARBON DIOXIDE W/S \$30 x	11.84	11.84
15505	1625 - ALTERNATE POWER INC.	PO 46418 BLANKET: MAINT W/S GENERATORS (8/1/	1,335.00	1,335.00
15506	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 47541 BLANKET: WOODSIDE AVE PS \$37 97338	37.32	37.32
15507	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 47860 LOCAL PHONE SVC -JAN	1,159.69	1,159.69
15508	3721 - COLE-PARMER	PO 46643 PUMP HEAD STP ACCT #696311-01	1,014.71	1,014.71
15509	3768 - COMPASS ENERGY GAS SERVICES, INC.	PO 47573 BLANKET: NATURAL GAS SUPPLIER (Jan-	1,962.60	1,962.60
15510	155 - COYNE CHEMICAL CORP., INC.	PO 47587 BID: SODA ASH -Liq sodium carbonate	3,024.22	
		PO 47597 BID: CES PACL @ \$4.597 (\$100,000 x	8,817.05	
		PO 47918 AMMONIUM SULFATE/CITRIC ACID/SODIUM	3,195.96	15,037.23
15511	768 - DEMPSEY UNIFORM & SUPPLY INC	PO 47485 BLANKET: UNIFORM/MAT RENTALS & PAPE	284.80	284.80
15512	2854 - DUSTIN MCGARRY	PO 47706 MEAL ALLOWANCE	32.00	32.00
15513	3124 - EXTRA TECH DATA SERVICES, LLC.	PO 47863 12/2 SETUP WIRELESS NETWORK & ROUTE	90.00	90.00
15514	1903 - FAIRCLOUGH FUEL	PO 47862 Kerosine (13 GALS)	35.00	35.00
15515	71 - FISHER SCIENTIFIC	PO 47839 NEW PH PROBES WWTP & WTP ACCT #107	251.84	251.84
15516	200 - GARDEN STATE LABORATORIES INC	PO 47515 BLANKET: DRINKING WTR/SEWER LAB ANA	1,305.00	1,305.00
15517	232 - HAMBURG PLUMBING SUPPLY CO INC	PO 47564 BLANKET: PLUMBING SUPP'S CUST #140	383.89	383.89
15518	3166 - HATCH MOTT MACDONALD	PO 47463 A/P - 12/31/15 STP ROOF REPLACEMENT	2,999.37	2,999.37
15519	1866 - HOME DEPOT, INC.	PO 47719 BLANKET: WTP & STP SUPP'S	153.18	
		PO 47837 SAFETY/MOTION LIGHTS FOR WWTP	478.98	632.16
15520	113 - JCP&L	PO 47869 W/S ELEC -JAN	15,344.50	15,344.50
15521	2882 - ONE CALL CONCEPTS, INC.	PO 47516 BLANKET: ONE CALL MESSAGES (Jan-Dec	79.44	79.44
15522	2137 - PAINT SPOT	PO 47711 PAINT WTP	263.96	263.96
15523	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 47555 BLANKET: SLUDGE DISPOSAL (Jan-Mar)	6,480.00	6,480.00
15524	64 - PELLOW, HAROLD & ASSO, INC.	PO 46957 ANNUAL DAM INSPECTION MORRIS LAKE	311.50	
		PO 47908 JAN ENGINEERING	1,047.00	1,358.50
15525	121 - PUMPING SERVICES, INC.	PO 47782 PREVENTIVE INSPECT WTP	900.00	
		PO 47740 MERRIAM AVENUE PUMP STATION IMPELLE	7,625.00	8,525.00
15526	39 - QUILL CORPORATION	PO 47700 BLANKET: OFFICE SUPP'S	106.58	106.58
15527	853 - R&D TRUCKING INC	PO 47594 BID: SLUDGE REMOVAL @ \$.034 (Jan-	10,404.00	10,404.00
15528	126 - SCMUA	PO 47580 BLANKET: TRASH/BRUSH/STREETSWEEPING	524.40	524.40
15529	2257 - STAPLES BUSINESS ADVANTAGE, INC.	PO 47762 Office Supplies - Toner, folders, p	331.99	331.99
15530	130 - SUSSEX COUNTY P & H, INC.	PO 47545 BLANKET: PLUMBING SUPPLIES	11.55	11.55
15531	1151 - TREASURER, STATE OF NEW JERSEY	PO 47892 ENVIRONMENTAL LAB CERTIFICATION PRO	835.00	835.00
15532	282 - WILLCO, INC.	PO 47613 HEAT WTP 1/14	175.00	175.00
TOTAL				71,012.37

Total to be paid from Fund 60 WATER/SEWER UTILITY 71,012.37
71,012.37

Checks Previously Disbursed

166007	PAYROLL ACCOUNT	3/10 W/S PAYROLL	32,638.21	3/10/2016
166006	STATE OF NEW JERSEY - PWT	1st Qtr Water/Sewer Tax	440.82	3/03/2016
15503	SPARTA POSTMASTER	POSTAGE 1ST QTR W/S BILLS	954.63	2/26/2016
166005	PAYROLL ACCOUNT	2/25 W/S PAYROLL	33,664.49	2/25/2016

			67,698.15	

Total paid from Fund 60 WATER/SEWER UTILITY 67,698.15
67,698.15

Total for this Bills List: 138,710.52

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

Check#	Vendor	Description	Payment	Check Total
3455	64 - PELLOW, HAROLD & ASSO, INC.	PO 47842 NEWTON NURSING HOME-FEB ESCROW	97.50	
		PO 47872 NEWTON DUNKIN DONUTS-JAN ESCROW	422.50	
		PO 47873 B. GIBLIN-JAN ESCROW	65.00	
		PO 47874 CHUCK'S CAR WASH-JAN ESCROW	324.00	
		PO 47876 PUNC EQUILIBRIUM-JAN ESCROW	31.50	
		PO 47885 RPM-JAN ESCROW	1,235.00	
		PO 47886 J&R DEV/J PUTRINO/TSG-JAN ESCROW	520.00	
		PO 47908 JAN ENGINEERING	48.25	
				<u>2,743.75</u>
	TOTAL			2,743.75
Total to be paid from Fund 71 TRUST			2,743.75	
			<u>2,743.75</u>	

Checks Previously Disbursed				
167105	PAYROLL ACCOUNT	3/10 TRUST PAY	4,126.40	3/10/2016
167104	PAYROLL ACCOUNT	2/25 trust payroll	1,580.00	2/25/2016
			<u>5,706.40</u>	
Total paid from Fund 71 TRUST			5,706.40	
			<u>5,706.40</u>	

Total for this Bills List: 8,450.15