



AGENDA
NEWTON TOWN COUNCIL
AUGUST 22, 2016
7:00 P.M.

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. OPEN PUBLIC MEETINGS ACT STATEMENT**
- IV. APPROVAL OF MINUTES**

- JULY 18, 2016 REGULAR MEETING
- AUGUST 10, 2016 EXECUTIVE MEETING

V. OPEN TO THE PUBLIC

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

VI. COUNCIL & MANAGER REPORTS

- a. NEW JERSEY COURTS – CRIMINAL JUSTICE REFORM – TRICIA NIKIEL, MUNICIPAL DIV. MANAGER

VII. ORDINANCES

- a. 2ND READING AND PUBLIC HEARING

ORDINANCE 2016-8

AN ORDINANCE AMENDING NEWTON TOWN CODE §213-7.A REGARDING CERTIFICATE OF COMPLIANCE REQUIREMENTS; §213.9E, F AND G, REGARDING PROPERTY MAINTENANCE STANDARDS

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

ORDINANCE 2016-10

AN ORDINANCE AUTHORIZING THE TOWN OF NEWTON TO IMPLEMENT THE FIVE-YEAR EXEMPTION AND ABATEMENT LAW, GRANTING TAX EXEMPTIONS FOR CERTAIN IMPROVEMENTS TO, AND CONSTRUCTION OF, RESIDENTIAL DWELLINGS, CERTAIN IMPROVEMENTS TO MULTIPLE DWELLINGS, CERTAIN IMPROVEMENTS TO INDUSTRIAL STRUCTURES AND CERTAIN IMPROVEMENTS TO COMMERCIAL STRUCTURES, ALL WITHIN THE DOWNTOWN HISTORIC DISTRICT, AND SUPERSEDING ANY OTHER ORDINANCE GRANTING SUCH EXEMPTIONS

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

b. INTRODUCTION
ORDINANCE 2016-11

AN ORDINANCE TO AMEND SECTION 307-48, SCHEDULE I, NO PARKING AND ADOPT NEW SECTION 307-17.3, STRAWAY BOULEVARD, OF THE CODE OF THE TOWN OF NEWTON, TO PROHIBIT GENERAL THROUGH TRAFFIC AND PARKING ON CERTAIN PORTIONS OF A PARK ACCESS WAY, STRAWAY BOULEVARD

ORDINANCE 2016-12

A FULLY FUNDED GENERAL CAPITAL IMPROVEMENT ORDINANCE IN THE AMOUNT OF \$50,000.00 FOR IMPROVEMENTS TO MADISON STREET SIDEWALKS IN THE TOWN OF NEWTON, COUNTY OF SUSSEX, NEW JERSEY

VIII. OLD BUSINESS

IX. CONSENT AGENDA

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

- a.** RESOLUTION #133-2016* TO CANCEL OUTSTANDING CHECKS IN THE MUNICIPAL COURT ACCOUNTS
- b.** RESOLUTION #134-2016* CONCUR WITH THE RECOMMENDATION OF THE UTILITY ADVISORY BOARD IN ALLOCATING WATER AND SEWER FEES FOR RPM DEVELOPMENT
- c.** RESOLUTION #135-2016* AUTHORIZE CREDIT DUE A WATER AND SEWER UTILITY ACCOUNT
- d.** RESOLUTION #136-2016* CONCUR WITH THE RECOMMENDATION OF THE UTILITY ADVISORY BOARD IN ALLOCATING WATER AND SEWER FEES FOR DUNKIN' DONUTS
- e.** RESOLUTION #137-2016* AUTHORIZING APPROVAL OF POSITIVE PAY SERVICES AGREEMENT WITH LAKE LAND BANK
- f.** RESOLUTION #138-2016* FINAL ACCEPTANCE OF THE LIGHT PROJECT SPRING STREET, MORAN STREET, UNION PLACE AND MAIN STREET
- g.** RESOLUTION #139-2016* APPROVE PURCHASE OF 700' OF 6' HIGH BLACK CHAIN LINK FENCE FOR BALANCING RESERVOIR AT 150 HIGH STREET
- h.** RESOLUTION #140-2016* AUTHORIZE PROFESSIONAL SERVICES AGREEMENT WITH FKA ARCHITECTS FOR FIREHOUSE #2
- i.** RESOLUTION #141-2016* AUTHORIZE PROFESSIONAL SERVICES AGREEMENT WITH HAROLD E. PELLOW & ASSOCIATES FOR FIREHOUSE #2

- j.** RESOLUTION #142-2016* AWARD BID FOR FOX HOLLOW LAKE TRANSMISSION MAIN REPLACEMENT PROJECT IN THE TOWNSHIP OF SPARTA FOR THE TOWN OF NEWTON
- k.** RESOLUTION #143-2016* RESOLUTION APPROVING DEVELOPER'S AGREEMENT WITH NEWTON TOWN CENTRE URBAN RENEWAL ASSOCIATES, L.P.
- l.** RESOLUTION #144-2016* RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY SERVICE CONTRIBUTION AGREEMENT BETWEEN THE TOWN OF NEWTON AND AHS HOSPITAL CORP./NEWTON MEDICAL CENTER
- m.** RESOLUTION #145-2016* CONCUR WITH THE TOWN MANAGER'S APPOINTMENT OF SCHOOL CROSSING GUARDS
- n.** RESOLUTION #146-2016* APPROVING AN AGREEMENT FOR PAYMENT IN LIEU OF TAXES BETWEEN THE TOWN OF NEWTON AND SUSSEX COUNTY HABITAT FOR HUMANITY
- o.** RESOLUTION #147-2016* TOWN OF NEWTON CAPITAL BUDGET AMENDMENT
- p.** RESOLUTION #148-2016* CONFIRM THE REFUND OF REDEMPTION MONIES TO OUTSIDE LIEN HOLDER FOR BLOCK 19.05, LOT 15
- q.** RESOLUTION #149-2016* RESOLUTION OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AUTHORIZING THE EXECUTION OF LOAN DOCUMENTS IN THE PRINCIPAL AMOUNT OF \$50,000 WITH NEWTON TOWN CENTRE URBAN RENEWAL ASSOCIATES, L.P. AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH
- r.** RESOLUTION #150-2016* OMNIBUS RESOLUTION OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AUTHORIZING THE EXECUTION OF LOAN DOCUMENTS IN THE PRINCIPAL AMOUNT OF \$45,000 WITH NEWTON TOWN CENTRE URBAN RENEWAL ASSOCIATES, L.P. AND AUTHORIZING OTHER ACTIONS IN CONNECTION THEREWITH
- s.** RESOLUTION #151-2016* APPROVE BILLS AND VOUCHERS FOR PAYMENT
- t.** APPLICATIONS* AN APPLICATION FOR AN ON-PREMISE RAFFLE (50-50) FROM THE PRIDE FOUNDATION, INC. TO BE HELD ON SEPTEMBER 9, 2016 AT 7:00 PM; SEPTEMBER 23, 2016 AT 7:00 PM; OCTOBER 14, 2016 AT 7:00 PM; OCTOBER 28, 2016 AT 7:00 PM; NOVEMBER 11, 2016 AT 7:00 PM; NOVEMBER 18, 2016 AT 7:00 PM; DECEMBER 6, 2016 AT 6:00 PM; DECEMBER 13, 2016 AT 6:00 PM; AND DECEMBER 20, 2016 AT 6:00 PM AT 44 RYERSON AVENUE, NEWTON

AN APPLICATION FOR AN OFF-PREMISE RAFFLE (MERCHANDISE) FROM THE NEWTON MEDICAL CENTER FOUNDATION TO BE HELD ON NOVEMBER 12, 2016 AT 6:30 PM AT 175 HIGH STREET, NEWTON

AN APPLICATION FOR SPECIAL PERMIT FOR SOCIAL AFFAIR FROM THE KAREN ANN QUINLAN MEMORIAL FOUNDATION TO BE HELD ON OCTOBER 16, 2016 FROM 6:30 PM TO 10:30 PM AT 102 SPARTA AVENUE, NEWTON, NJ

X. INTERMISSION

XI. DISCUSSION

XII. OPEN TO THE PUBLIC

XIII. COUNCIL & MANAGER COMMENTS

XIV. EXECUTIVE SESSION

- a. RESOLUTION #152-2016

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

XV. ADJOURNMENT

TOWN OF NEWTON

ORDINANCE 2016-8 (Amended 7-22-16)

**AN ORDINANCE AMENDING NEWTON TOWN CODE
§213-7.A REGARDING CERTIFICATE OF COMPLIANCE
REQUIREMENTS AND §213-9.E, F AND G, REGARDING
PROPERTY MAINTENANCE STANDARDS**

WHEREAS, the Newton Town Council and Town employees and professionals have reviewed current certificate of compliance requirements and have determined that revisions need to be made to the current Town Code regarding certificates of compliance for smoke detector and carbon monoxide compliance, §213-7.A; and

WHEREAS, Newton Town Code, §§213-9.E, F and G are in need of revision to clarify and provide for renumbering consistent with the current *International Property Maintenance Code*;

NOW, THEREFORE BE IT ORDAINED, by the Town Council of the Town of Newton, County of Sussex, and State of New Jersey that Sections 213-7.A and 213-9.E, F, and G of Chapter 213 of the Code of the Town of Newton entitled “Property Maintenance” are hereby amended as follows:

Section 1. §213-7.A of the Code of the Town of Newton shall be and is hereby deleted in its entirety and replaced as follows:

§213-7.A. Certificate of compliance is required. Every property owner in the Town of Newton of a building or structure of Use Group R-3 and R-4, as defined by the Uniform Fire Code (which includes attached and detached townhouses, one and two-family dwellings, and mixed-use buildings with two or less residential units) must obtain a certificate of smoke detector and carbon monoxide compliance (“certificate of compliance”) prior to a change in occupancy or ownership due to sale, resale, rental or re-rental. In each situation in which a property owner is required to obtain a certificate of occupancy, as required by the Uniform Construction Code, a certificate of compliance shall not be required in addition to the certificate of occupancy.

Section 2. §213-9.E of the Code of the Town of Newton shall be and is hereby deleted in its entirety and replaced as follows:

E. Section 308. Insert:

308.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers to be provided by the owner of the structure. No trash or rubbish shall overflow from containers or dumpsters.

308.3.1 Garbage facilities. Every owner of every dwelling unit shall supply at least one of the following: an approved dumpster unit of adequate size outside of the structure available to the occupants in each dwelling unit or at least one approved leak-proof, covered outside garbage container for every two occupants of each dwelling unit.

308.4 Method of disposal. Every owner of every dwelling unit shall provide at least weekly private or contracted disposal service for owner-provided containers or dumpsters.

Section 3. §213-9.F of the Code of the Town of Newton shall be and is hereby deleted in its entirety and replaced as follows:

F. Section 602.3. Insert: October 1 through May 1 of each year.

Section 4. §213-9.G of the Code of the Town of Newton shall be and is hereby deleted in its entirety and replaced as follows:

G. Section 602.4. Insert: October 1 through May 1 of each year.

Section 5. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason by any Court of competent jurisdiction, such provision(s) shall be deemed severable and the remaining portions of this Ordinance shall remain in full force and effect.

Section 6. All ordinances or parts of ordinances or resolutions that are inconsistent with the provisions of this Ordinance are repealed to the extent of such inconsistency.

Section 7. This Ordinance shall take effect after publication and passage according to law.

NOTICE

TAKE NOTICE that the above entitled Ordinance was introduced at the Reorganization meeting of the Mayor and Town Council of the Town of Newton, County of Sussex, New Jersey, held on Friday, July 1, 2016, amended at the Regular meeting of Monday, July 18, 2016, and was adopted after public hearing at a Regular meeting of the Mayor and Town Council held on Monday, August 22, 2016, at 7:00 p.m. in the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey.

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

**TOWN OF NEWTON
ORDINANCE 2016-10**

AN ORDINANCE AUTHORIZING THE TOWN OF NEWTON TO IMPLEMENT THE FIVE-YEAR EXEMPTION AND ABATEMENT LAW, GRANTING TAX EXEMPTIONS FOR CERTAIN IMPROVEMENTS TO, AND CONSTRUCTION OF, RESIDENTIAL DWELLINGS, CERTAIN IMPROVEMENTS TO MULTIPLE DWELLINGS, CERTAIN IMPROVEMENTS TO INDUSTRIAL STRUCTURES AND CERTAIN IMPROVEMENTS TO COMMERCIAL STRUCTURES, ALL WITHIN THE DOWNTOWN HISTORIC DISTRICT, AND SUPERSEDING ANY OTHER ORDINANCE GRANTING SUCH EXEMPTIONS

WHEREAS, the Five-Year Exemption and Abatement Law, *N.J.S.A. 40A:21-1 et seq.* (the “**Exemption Law**”) enables municipalities which contain an area that has been designated as an area in need of rehabilitation pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), to provide for the short-term exemption or abatement of local property taxes imposed upon eligible dwellings, commercial and industrial structures within such rehabilitation area; and

WHEREAS, on April 23, 2007, the Town of Newton (the “**Town**”) designated certain properties within its borders as an area in need of rehabilitation in accordance with the Redevelopment Law (the “**Rehabilitation Area**”); and

WHEREAS, Section 20A-1 *et seq.* of the Newton Municipal Code (the “**Historic Preservation Ordinance**”) provides that the Town may create one or more historic districts; and

WHEREAS, the Historic Preservation Ordinance further provides that proposed construction, improvements, relocation or renovation of properties lying within such historic districts may be subject to review by the Newton Historic Preservation Advisory Commission under certain circumstances, in addition to review by the Town Planning Board, where appropriate; and

WHEREAS, at this time, the Town has designated one historic district within its boundaries (as set forth at Exhibit A, attached hereto, as may be thereafter amended or supplemented, the “**Downtown Historic District**”); and

WHEREAS, the Downtown Historic District is wholly within the Rehabilitation Area; and

WHEREAS, the Town believes the historic preservation of the properties within the Downtown Historic District is of great importance to the Town as a whole; and

WHEREAS, the Town, in recognizing improvements to or construction of properties within the Downtown Historic District to historic standards may be more costly than such improvements or construction would be otherwise, previously adopted Ordinance 2011-15 (the “**2011 Ordinance**”) to encourage such investment in the Downtown Historic District by

alleviating a portion of the costs of such improvements or construction in certain circumstances;
and

WHEREAS, in accordance with Section 10 of the 2011 Ordinance, said ordinance was to lapse, unless readopted, on September 30, 2016, and no exemptions were to be granted after September 30, 2016, without such re adoption; and

WHEREAS, the Town believes the historic preservation of the properties within the Downtown Historic District continues to be of great importance to the Town as a whole and that the granting of short-term tax exemptions would continue to encourage much-needed private investment in the Downtown Historic District; and

WHEREAS, the Town now desires to re adopt the 2011 Ordinance for an additional five years, in accordance with Section 4 of the Exemption Law,

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

Section 1. General. The recitals set forth above are incorporated herein as if set forth at length.

Section 2. Definitions. All terms utilized in this ordinance not specifically defined herein shall conform to the meanings set forth in the Exemption Law. For ease of reference, the definitions set forth in the Exemption Law as of the date of the adoption of this Ordinance are attached hereto as Exhibit B. However, if the definitions set forth in the Exemption Law shall be subsequently amended, then the Exemption Law, and not Exhibit B, shall control.

Section 3. Statement of Purpose. The Town hereby determines to utilize the authority granted under Article VIII, Section I, paragraph 6 of the New Jersey Constitution to establish the eligibility of certain dwellings, commercial structures and industrial structures for exemptions, as provided in this ordinance and as permitted by the Exemption Law, throughout the Downtown Historic District.

Section 4. Exemptions Authorized to be Implemented by Tax Assessor. The Town hereby determines to provide for the exemption from taxation of certain improvements and certain new construction occurring within the Downtown Historic District. To the extent that a property owner shall apply to the Town's Tax Assessor (the "**Tax Assessor**") within the time period prescribed by the New Jersey Department of Treasury in accordance with the Exemption Law, which currently requires submission within thirty (30) calendar days following completion of the improvements or construction for which the exemption is sought, and shall provide documentation to the Tax Assessor, in a form and manner acceptable to the Tax Assessor and consistent with the Exemption Law, of compliance with this section, such property owner shall be entitled to the relevant exemption enumerated herein without any need for action by the Town Council.

(a) Residential – Improvements. The Town hereby determines to provide for the

exemption from taxation of certain improvements made to dwellings, on the following terms and conditions:

(1) The term “dwelling,” for purposes of this Section 4(a), shall include condominium residential units but not cooperative type residential properties.

(2) The term “dwelling,” for purposes of this Section 4(a), shall not include “multiple dwellings,” as defined by the Exemption Law.

(3) Only dwellings that are more than twenty (20) years old shall be eligible for exemption.

(4) The term “improvements,” for purposes of this subsection, shall mean a modernization, rehabilitation, renovation, alteration or repair which produces a physical change in an existing building or structure that improves the safety, sanitation, decency or attractiveness of the structure as a place for human habitation, and which does not change its permitted use.

(5) To the extent that a dwelling shall comply with the requirements set forth at subsections (1) through (5), above, in determining the value of real property for each dwelling unit, the Town shall regard the first \$15,000 in the Tax Assessor's full and true value of improvements for each dwelling unit primarily and directly affected by the improvements as not increasing the value of the property for a period of five years, notwithstanding the value of the property to which the improvements are made is increased thereby. During the exemption period, the assessment on any property pursuant to this paragraph shall not be less than the assessment thereon existing immediately prior to the improvements, except if there is damage to the dwelling through action of the elements sufficient to warrant a reduction.

(b) Residential – New Construction. The Town hereby determines to provide for an exemption of 30% of the Tax Assessor's full and true value for a period of five years following construction of new dwellings. The term “dwelling,” for purposes of this Section 4(b), shall include condominium residential units but not cooperative type residential units, and shall not include multiple dwellings. This exemption is to be granted notwithstanding that the value of the property upon which the construction occurs is increased thereby.

(c) Residential – Multiple Dwellings – Improvements. (1) The Town hereby determines to provide for an exemption of 100% of the Tax Assessor's full and true value for a period of five years following the construction of improvements to multiple dwellings. The term “multiple dwelling” shall have that meaning ascribed to it by the Exemption Law. The definition of “multiple dwelling” set forth in the Exemption Law as of the date of adoption of this ordinance is set forth at Exhibit B, attached hereto.

(2) This exemption is to be granted notwithstanding the value of the property upon which the construction occurs is increased thereby. During the exemption period, the assessment on any property pursuant to this Section 4(c) shall not be less than the assessment thereon existing immediately prior to the improvements, except if there is damage to the multiple dwelling through action of the elements sufficient to warrant a reduction.

(d) Commercial – Improvements. The Town hereby determines to provide for the exemption from taxation of certain improvements made to commercial structures, on the following terms and conditions:

(1) For purposes of this ordinance, the term “commercial structure” relates to office, retail and like uses, but does not include multiple dwellings.

(2) For purposes of this ordinance, the term “commercial structure” shall include a structure which contains both residential units and some other commercial use (for example, retail), provided that the structure is not part of a condominium or cooperative regime and further provided that the structure does not qualify as a multiple dwelling under the Exemption Law.

(3) To the extent that improvements to a commercial structure shall comply with the requirements set forth at subsections (1) and (2), above, the Town hereby determines to provide for an exemption of 100% of the Tax Assessor’s full and true value for a period of five years following the construction of the improvements. This exemption is to be granted notwithstanding that the value of the property upon which the construction of the improvement occurs is increased thereby.

(e) Industrial – Improvements. The Town hereby determines to provide for the exemption from taxation of certain improvements made to industrial structures, on the following terms and conditions:

(1) Improvements must be made to both the interior and exterior of a structure in order to qualify for exemption under this section.

(2) Only improvements with a cost of less than \$1,000,000 shall be eligible for exemption under this section.

(3) No less than 25% of the improvement cost shall be attributable to the exterior improvements.

(4) To the extent that improvements to an industrial structure shall comply with the requirements set forth at subsections (1) through (3), above, the Town hereby determines to provide for an exemption of 100% of the Tax Assessor’s full and true value for a period of five years following the construction of the improvements. This exemption is to be granted notwithstanding that the value of the property upon which the construction of the improvement occurs is increased thereby.

(5) To the extent that improvements to a commercial structure do not comply with one or more of subsections (1) through (3), above, a property owner is not eligible for exemption under this section but may apply to the Town for consideration of the proposed exemption in accordance with Section 5 hereof.

Section 5. Exemptions Requiring Application to the Town Council. (a) Exemptions for Which Application is Required. The Town hereby determines that any property owner seeking exemption from taxation with respect to industrial improvements which do not meet the requirements of Section 4(e)(1) through Section 4(e)(3), respectively, shall make application to the Town Council in accordance with this section, within thirty (30) calendar days following completion of the improvements or construction for which the exemption is sought. However, nothing in this ordinance shall prohibit a property owner who has made more than \$1,000,000 in industrial improvements which otherwise comply with the applicable requirements of Section 4 from foregoing exemption of the improvements in excess of \$1,000,000 and seeking instead an as of right exemption from the Tax Assessor to the limits permitted by Section 4 above.

(b) Contents of Application. Applicants for an exemption under this section shall provide the Town Council and the Tax Assessor with the following information:

- (1) A general description of the project for which exemption is sought, and an estimated schedule of completion for the project;
- (2) A legal description of all real estate necessary for the project;
- (3) Plans, drawings and other documents as may be required by the Town Council to demonstrate the structure and design of the project;
- (4) A description of the number, classes and type of employees to be employed at the project site within two years of completion of the project;
- (5) A statement of the reasons for seeking an exemption on the project, and a description of the benefits to be realized by the Town and the property owner if an exemption is granted;
- (6) Estimates of the cost of completing the project;
- (7) A statement showing (i) the real property taxes currently being assessed at the project site; (ii) estimated tax payments that would be made annually by the property owner with respect to the project during the period of the exemption, and (iii) estimated tax payments that would be made by the property owner with respect to the project during the first full year following the termination of the exemption;
- (8) A description of any lease agreements between the property owners and proposed users of the project, and a history and description of the users' businesses;
- (9) A certification by the property owner listing (i) all properties within the Town owned by the property owner or in which the property owner has an interest and (ii) all agreements with the Town to which the property owner is a party; and
- (10) Such other pertinent information as the Town may require.

(c) Review and Recommendation by Tax Assessor. Within thirty (30) days of receipt of the information set forth at Section 5(b), above, the Tax Assessor shall review the information provided and shall provide written recommendations to the Town Council with respect to same.

(d) Action by Town Council. Within sixty (60) days of receipt of the Tax Assessor's recommendations, the Town Council shall consider the application for exemption, and shall by resolution either disapprove the exemption or approve an exemption of 100% of the value of the improvements for a five year period following the completion of construction.

Section 6. Additional Exemptions When Property Already Subject to Exemption. The Town hereby determines that an additional improvement or construction completed on a property already granted a previous exemption pursuant to this ordinance during the period in which the previous exemption is in effect, shall be eligible to qualify for an additional exemption under the standards identified in this ordinance. The additional improvement or construction shall be considered as separate for purposes of calculating the exemption, except the assessed value of any previous improvement or construction shall be added to the assessed valuation as it was prior to that improvement or construction for the purpose of determining the assessed value of the property for which any additional exemption is to be subtracted.

Section 7. Tax Delinquency. No exemption shall be granted pursuant to this ordinance with respect to any property for which real estate taxes or other municipal charges are delinquent or remain unpaid, or for which penalties and interest for non-payment of taxes are due.

Section 8. Revaluation During Exemption Period. In the event the Town implements a revaluation or reassessment during the exemption period for any property, any exemptions granted hereunder shall continue to apply but at a valuation level consistent with the revaluation or reassessment.

Section 9. Revision of Base Assessment During Exemption Period. The granting of an exemption for a particular property shall not prejudice the right of the Town to appropriately examine and revise the assessment during the five-year exemption period in the event the base assessment is found to be improperly valued and assessed.

Section 10. Effective Date; Sunset Provision. Upon final passage and publication as provided by law, this ordinance shall take effect on October 1, 2016, and shall authorize the Town to grant exemptions up to a five-year period. This ordinance shall lapse, unless readopted, on September 30, 2021, and no exemptions shall be granted after September 30, 2021, without such readoption.

Section 11. Prior Actions Superseded. Any and all previous ordinances adopted by the Town relating to the Exemption Law are hereby superseded by this ordinance.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on July 18, 2016. It was adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body conducted at 7:00 pm on August 22, 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

EXHIBIT A

DOWNTOWN HISTORIC DISTRICT

Historic District
Effective 2/3/2011 2012

| <u>Address</u> | <u>Block</u> | <u>Lot</u> | <u>Address</u> | <u>Block</u> | <u>Lot</u> |
|----------------|--------------|------------|------------------|--------------|------------|
| 99 High St | 4.03 | 1 | 22 Liberty St | 7.03 | 10 |
| 95 High St | 4.03 | 2 | 26 Liberty St | 7.03 | 9 |
| 91 High St | 4.03 | 3 | 32 Liberty St | 7.03 | 8 |
| 89 High St | 4.03 | 4 | 36 Liberty St | 7.03 | 7 |
| 85-87 High St | 4.03 | 5 | 38 Liberty | 7.03 | 6 |
| 83 High St | 4.03 | 6 | 94 High St | 7.03 | 5 |
| 81 High St | 4.03 | 7 | 96 High St | 7.03 | 4 |
| 79 High St | 4.03 | 8 | 98-100 High St | 7.03 | 3 |
| 77 High St | 4.03 | 9 | 102 High St | 7.03 | 2 |
| 75 High St | 4.03 | 10 | | | |
| 73 High St | 4.03 | 11 | 35 Liberty St | 7.04 | 1 |
| 71 High St | 4.03 | 12 | 33 Liberty St | 7.04 | 17 |
| 69 High St | 4.03 | 13 | 31 Liberty St | 7.04 | 16 |
| | | | 29 Liberty St | 7.04 | 15 |
| 2 Academy St | 4.03 | 14 | 25 Liberty St | 7.04 | 14 |
| 4 Academy St | 4.03 | 15 | 21-23 Liberty St | 7.04 | 13 |
| 8 Academy St | 4.03 | 16 | 17-19 Liberty St | 7.04 | 12 |
| 14 Academy St | 4.03 | 18 | | | |
| 10 Academy St | 4.03 | 17 | 3 Linwood Annex | 7.04 | 11 |
| 18 Academy St | 4.03 | 19 | | | |
| | | | 8 Division St | 7.04 | 10 |
| 3 Academy St | 5.01 | 27 | 12 Division St | 7.04 | 9 |
| 67 High St | 5.01 | 26 | 18 Division St | 7.04 | 8 |
| 5 Academy St | 5.01 | 28 | 20 Division St. | 7.04 | 7 |
| 63 High St | 5.01 | 25 | 74 High St | 7.04 | 6 |
| 59 High St | 5.01 | 24 | 76-78 High St | 7.04 | 5 |
| 39 High St | 5.01 | 19 | 80 High St | 7.04 | 3 |
| 55 High St. | 5.01 | 23 | 82 High St | 7.04 | 2 |
| 53 High St | 5.01 | 22 | | | |
| 51 High St | 5.01 | 21 | 28 Church St | 7.05 | 13 |
| 49 High St. | 5.01 | 20 | 64 High St | 7.05 | 14 |
| 35 High St. | 5.01 | 18 | 66 High St | 7.05 | 15 |
| 17 High St | 5.01 | 17 | 68 High St | 7.05 | 16 |
| 11 High St. | 5.01 | 16 | 70 High St | 7.05 | 17 |
| 9 High St. | 5.01 | 14 | | | |
| 7 High St | 5.01 | 13 | 5 Division St | 7.06 | 1 |
| 15 High St | 5.01 | 15 | 92 Main St | 7.06 | 2 |
| | | | 90 Main St | 7.06 | 3 |

Historic District

| <u>Address</u> | <u>Block</u> | <u>Lot</u> | <u>Address</u> | <u>Block</u> | <u>Lot</u> |
|-------------------|--------------|------------|-----------------------|--------------|------------|
| 86 Main St | 7.06 | 4 | 4 High/Spring St | 8.02 | 1 |
| 82 Main St | 7.06 | 5 | | | |
| 4-6 Church St | 7.06 | 6 | 1 Legal Ln | 8.03 | 2 |
| 8-10 Church St. | 7.06 | 7 | 57-61 Spring St | 8.03 | 13 |
| 12 Church St | 7.06 | 8 | 65-67 Spring St | 8.03 | 12 |
| 14-16 Church St | 7.06 | 9 | 71-75 Spring St | 8.03 | 11 |
| | | | 83 Spring St | 8.03 | 3 |
| 15 Liberty St | 7.07 | 1 | 93-95 Spring St | 8.03 | 10 |
| 4 Linwood Annex | 7.07 | 2 | 103 Spring St | 8.03 | 9 |
| 9 Liberty St | 7.07 | 2 | 111 Spring St | 8.03 | 7 |
| 7 Liberty St | 7.07 | 8 | 115 Spring St | 8.03 | 8 |
| 100 Main St Front | 7.07 | 6 | 9 Moran Street | 8.03 | 6 |
| 100B Main St. | 7.07 | 7 | | | |
| | | | | | |
| 96 Main St | 7.07 | 5 | 127-129 Spring St | 8.04 | 17 |
| 94 Main St | 7.07 | 4 | 131 Spring St | 8.04 | 16 |
| 6 Division | 7.07 | 3 | 141-143 Spring St | 8.04 | 14 |
| | | | 137 Spring St Alley W | 8.04 | 15 |
| 110 Main St | 7.08 | 13 | 149-153 Spring St | 8.04 | 13 |
| | | | 155-157 Spring St | 8.04 | 12 |
| 6 Liberty St | 7.08 | 12 | 163-165 Spring St | 8.04 | 11 |
| 8 Liberty St | 7.08 | 11 | 169 Spring St | 8.04 | 10 |
| 14 Liberty | 7.08 | 10 | 173 Spring St | 8.04 | 9 |
| | | | 179 Spring St | 8.04 | 8 |
| 132 Main St | 7.09 | 1 | 181-183 Spring St | 8.04 | 7 |
| 124 Main St | 7.09 | 3 | 185 Spring St | 8.04 | 6 |
| 128 Main St | 7.09 | 2 | 123 Spring St | 8.04 | 18 |
| 122 Main St | 7.09 | 5 | | | |
| 3 Dunn Pl | 7.09 | 4 | 189-191 Spring St | 8.05 | 1 |
| | | | 201 Spring St | 8.05 | 14 |
| 54 High St | 8.01 | 1 | 211-213 Spring St | 8.05 | 13 |
| 19 Church Street | 8.01 | 10 | 219 Spring St | 8.05 | 12 |
| 66 Main St | 8.01 | 9 | 221 Spring St | 8.05 | 11 |
| 62 Main St | 8.01 | 8 | 223 Spring St | 8.05 | 10 |
| Main St | 8.01 | 7 | | | |
| 40 Park Place | 8.01 | 6 | | | |
| 30 Park Place | 8.01 | 5 | | | |
| 4 Park Place | 8.01 | 4 | | | |

Historic District

| <u>Address</u> | <u>Block</u> | <u>Lot</u> | <u>Address</u> | <u>Block</u> | <u>Lot</u> |
|-------------------|--------------|------------|-------------------|--------------|------------|
| 234 Spring St | 8.06 | 10 | 13 Adams St | 8.08 | 32 |
| 218 Spring St | 8.06 | 7 | Main St Rear | 8.08 | 45 |
| 220 Spring St | 8.06 | 8 | Main St Rear | 8.08 | 44 |
| 216 Spring St | 8.06 | 6 | | | |
| 214 Spring St | 8.06 | 5 | 4 Adams St | 8.09 | 4 |
| | | | 180 Spring St | 8.09 | 5 |
| 91 Main St | 8.08 | 1 | 188 Spring St | 8.09 | 6 |
| 89 Main St | 8.08 | 2 | 196 Spring St | 8.09 | 7 |
| 85-87 Main St | 8.08 | 3 | 200 Spring St | 8.09 | 8 |
| 83 Main St | 8.08 | 4 | | | |
| 81 Main St | 8.08 | 5 | 125 Main St | 14.01 | 1 |
| 79 Main St | 8.08 | 6 | 121 Main St | 14.01 | 2 |
| 75 Main St | 8.08 | 7 | 117 Main St | 14.01 | 3 |
| 63 Main St | 8.08 | 8 | 115 Main St | 14.01 | 4 |
| 59 Main St | 8.08 | 9 | 113 Main St | 14.01 | 5 |
| 41-47 Main St | 8.08 | 10 | 105 Main St | 14.01 | 6 |
| 39 Main St | 8.08 | 11 | 131 Main St | 14.01 | 17 |
| 21 Main St | 8.08 | 12 | | | |
| 9-11 Main St | 8.08 | 14 | 101 Main St | 14.03 | 1 |
| 7 Main St | 8.08 | 15 | Elm Street | 14.03 | 19 |
| 3 Main St | 8.08 | 16 | 93 Main St | 14.03 | 3 |
| 1 Main St | 8.08 | 17 | 97 Main St to Elm | 14.03 | 2 |
| 108-110 Spring St | 8.08 | 18 | | | |
| 112 Spring St | 8.08 | 19 | | | |
| 116 Spring St | 8.08 | 20 | | | |
| 112-120 Spring St | 8.08 | 21 | | | |
| 124 Spring St | 8.08 | 22 | | | |
| 132 Spring St | 8.08 | 23 | | | |
| 144 Spring St | 8.08 | 24 | | | |
| 150 Spring St | 8.08 | 25 | | | |
| 156-160 Spring St | 8.08 | 26 | | | |
| 166-168 Spring St | 8.08 | 27 | | | |
| 170 Spring St | 8.08 | 28 | | | |
| 1 Adams St | 8.08 | 29 | | | |
| 3 Adams St | 8.08 | 30 | | | |
| 11 Adams St | 8.08 | 31 | | | |

EXHIBIT B

DEFINITIONS SET FORTH IN THE ACT AS OF THE DATE OF ADOPTION

[N.J.S.A.] 40A:21-3. **Definitions.** As used in this act: [FN1]

a. "Abatement" means that portion of the assessed value of a property as it existed prior to construction, improvement or conversion of a building or structure thereon, which is exempted from taxation pursuant to this act.

b. "Area in need of rehabilitation" means a portion or all of a municipality which has been determined to be an area in need of rehabilitation or redevelopment pursuant to the "Local Redevelopment and Housing Law," P.L.1992, c. 79 (C.40A:12A-1 et al.), a "blighted area" as determined pursuant to the "Blighted Areas Act," P.L.1949, c. 187 (C.40:55-21.1 et seq.), or which has been determined to be in need of rehabilitation pursuant to P.L.1975, c. 104 (C.54:4-3.72 et seq.), P.L.1977, c. 12 (C.54:4-3.95 et seq.), or P.L.1979, c. 233 (C.54:4-3.121 et al.).

c. "Assessor" means the officer of a taxing district charged with the duty of assessing real property for the purpose of general taxation.

d. "Commercial or industrial structure" means a structure or part thereof used for the manufacturing, processing or assembling of material or manufactured products, or for research, office, industrial, commercial, retail, recreational, hotel or motel facilities, or warehousing purposes, or for any combination thereof, which the governing body determines will tend to maintain or provide gainful employment within the municipality, assist in the economic development of the municipality, maintain or increase the tax base of the municipality and maintain or diversify and expand commerce within the municipality. It shall not include any structure or part thereof used or to be used by any business relocated from another qualifying municipality unless: the total square footage of the floor area of the structure or part thereof used or to be used by the business at the new site together with the total square footage of the land used or to be used by the business at the new site exceeds the total square footage of that utilized by the business at its current site of operations by at least 10%; and the property that the business is relocating to has been the subject of a remedial action plan costing in excess of \$250,000 performed pursuant to an administrative consent order entered into pursuant to authority vested in the Commissioner of Environmental Protection under P.L.1970, c.33 (C.13:1D-1 et al.), the "Water Pollution Control Act," P.L. 1977, c. 74 (C.58:10A-1 et seq.), the "Solid Waste Management Act," P.L.1970, c. 39 (C.13:1E-1 et seq.), and the "Spill Compensation and Control Act," P.L.1976, c. 141 (C.58:10-23.11 et seq.).

e. "Completion" means substantially ready for the intended use for which a building or structure is constructed, improved or converted.

f. "Condominium" means a property created or recorded as a condominium pursuant to the "Condominium Act," P.L.1969, c. 257 (C.46:8B-1 et seq.).

g. "Construction" means the provision of a new dwelling, multiple dwelling or commercial or industrial structure, or the enlargement of the volume of an existing multiple dwelling or commercial or industrial structure by more than 30%, but shall not mean the conversion of an existing building or structure to another use.

h. "Conversion" or "conversion alteration" means the alteration or renovation of a nonresidential building or structure, or hotel, motel, motor hotel or guesthouse, in such manner as to convert the building or structure from its previous use to use as a dwelling or multiple dwelling.

i. "Cooperative" means a housing corporation or association, wherein the holder of a share or membership interest thereof is entitled to possess and occupy for dwelling purposes a house, apartment, or other unit of housing owned by the corporation or association, or to purchase a unit of housing owned by the corporation or association.

j. "Cost" means, when used with respect to abatements for dwellings or multiple dwellings, only the cost or fair market value of direct labor and materials used in improving a multiple dwelling, or of converting another building or structure to a multiple dwelling, or of constructing a dwelling, or of converting another building or structure to a dwelling, including any architectural, engineering, and contractor's fees associated therewith, as the owner of the property shall cause to be certified to the governing body by an independent and qualified architect, following the completion of the project.

k. "Dwelling" means a building or part of a building used, to be used or held for use as a home or residence, including accessory buildings located on the same premises, together with the land upon which such building or buildings are erected and which may be necessary for the fair enjoyment thereof, but shall not mean any building or part of a building, defined as a "multiple dwelling" pursuant to the "Hotel and Multiple Dwelling Law," P.L.1967, c. 76 (C.55:13A-1 et seq.). A dwelling shall include, as they are separately conveyed to individual owners, individual residences within a cooperative, if purchased separately by the occupants thereof, and individual residences within a horizontal property regime or a condominium, but shall not include "general common elements" or "common elements" of such horizontal property regime or condominium as defined pursuant to the "Horizontal Property Act," P.L.1963, c. 168 (C.46:8A-1 et seq.), or the "Condominium Act," P.L.1969, c. 257 (C.46:8B-1 et seq.), or of a cooperative, if the residential units are owned separately.

l. "Exemption" means that portion of the assessor's full and true value of any improvement, conversion alteration, or construction not regarded as increasing the taxable value of a property pursuant to this act.

m. "Horizontal property regime" means a property submitted to a horizontal property regime pursuant to the "Horizontal Property Act," P.L.1963, c. 168 (C.46:8A-1 et seq.).

n. "Improvement" means a modernization, rehabilitation, renovation, alteration or repair which produces a physical change in an existing building or structure that improves the safety, sanitation, decency or attractiveness of the building or structure as a place for human habitation

or work, and which does not change its permitted use. In the case of a multiple dwelling, it includes only improvements which affect common areas or elements, or three or more dwelling units within the multiple dwelling. In the case of a multiple dwelling or commercial or industrial structure, it shall not include ordinary painting, repairs and replacement of maintenance items, or an enlargement of the volume of an existing structure by more than 30%. In no case shall it include the repair of fire or other damage to a property for which payment of a claim was received by any person from an insurance company at any time during the three year period immediately preceding the filing of an application pursuant to this act.

o. "Multiple dwelling" means a building or structure meeting the definition of "multiple dwelling" set forth in the "Hotel and Multiple Dwelling Law," P.L.1967, c. 76 (C.55:13A-1 et seq.) [which is set forth below], and means for the purpose of improvement or construction the "general common elements" and "common elements" of a condominium, a cooperative, or a horizontal property regime.

p. "Project" means the construction, improvement or conversion of a structure in an area in need of rehabilitation that would qualify for an exemption, or an exemption and abatement, pursuant to P.L.1991, c. 441 (C.40A:21-1 et seq.).

q. "Annual period" means a duration of time comprising 365 days, or 366 days when the included month of February has 29 days, that commences on the date that an exemption or abatement for a project becomes effective pursuant to section 16 of P.L.1991, c. 441 (C.40A:21-16).

[FN1] L.1991, c. 441 (N.J.S.A. § 40A:21-1 et seq.).

DEFINITION OF MULTIPLE DWELLING SET FORTH IN THE HOTEL AND MULTIPLE DWELLING LAW AS OF THE DATE OF ADOPTION

[N.J.S.A.] 55:13A-3. Definitions.

....

(k) The term "multiple dwelling" shall mean any building or structure of one or more stories and any land appurtenant thereto, and any portion thereof, in which three or more units of dwelling space are occupied, or are intended to be occupied by three or more persons who live independently of each other. This definition shall also mean any group of ten or more buildings on a single parcel of land or on contiguous parcels under common ownership, in each of which two units of dwelling space are occupied or intended to be occupied by two persons or households living independently of each other, and any land appurtenant thereto, and any portion thereof. This definition shall not include:

(1) any building or structure defined as a hotel in P.L.1967, c. 76 (C.55:13A-1 et seq.), or registered as a hotel with the Commissioner of Community Affairs as hereinafter provided, or occupied or intended to be occupied exclusively as such;

(2) a building section containing not more than four dwelling units, provided the building has at least two exterior walls unattached to any adjoining building section and the dwelling units are separated exclusively by walls of such fire-resistant rating as comports with the "State Uniform Construction Code Act," P.L.1975, c. 217 (C.52:27D-119 et seq.) at the time of their construction or with a rating as shall be established by the bureau in conformity with recognized standards and the building is held under a condominium or cooperative form of ownership, or by a mutual housing corporation, provided that if any units within such a building section are not occupied by an owner of the unit, then that unit and the common areas within that building section shall not be exempted from the definition of a multiple dwelling for the purposes of P.L.1967, c. 76 (C.55:13A-1 et seq.). A condominium association, or a cooperative or mutual housing corporation shall provide the bureau with any information necessary to justify an exemption for a dwelling unit pursuant to this paragraph; or

(3) any building of three stories or less, owned or controlled by a nonprofit corporation organized under any law of this State for the primary purpose to provide for its shareholders or members housing in a retirement community as same is defined under the provisions of the "Retirement Community Full Disclosure Act," P.L.1969, c. 215 (C.45:22A-1 et seq.), provided that the corporation meets the requirements of section 2 of P.L.1983, c. 154 (C.55:13A-13.1).

TOWN OF NEWTON

ORDINANCE 2016-11

AN ORDINANCE TO AMEND SECTION 307-48, SCHEDULE I, NO PARKING AND ADOPT NEW SECTION 307-17.3, STRAWAY BOULEVARD, OF THE CODE OF THE TOWN OF NEWTON, TO PROHIBIT GENERAL THROUGH TRAFFIC AND PARKING ON CERTAIN PORTIONS OF A PARK ACCESS WAY, STRAWAY BOULEVARD

WHEREAS, it has been determined that Straway Boulevard is and should continue to be used for park access only, and not be open to general through traffic, as recommended by the Town Engineer, and in the best interests of Town residents and visitors; and

WHEREAS, although Straway Boulevard is not a through road for general traffic and is to be used for park access only, municipal and emergency vehicles shall have access to Straway Boulevard as through traffic and for parking at all times;

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

Section 1. Chapter 307-48, Schedule I: No Parking, of the Code of the Town of Newton, shall be revised as follows:

| Name of Street | Sides | Location |
|-----------------------|--------------|--|
| Straway Boulevard | East | Entire length |
| Straway Boulevard | Northwest | The beginning of parking being located 413 feet southwesterly along the northwesterly edge of pavement of Straway Boulevard from where it intersects the south edge of pavement of South Park Drive; thence, running southwesterly along the northwesterly pavement of Straway Boulevard 293 feet to a point where parking ends. |

Section 2. A new section 307-17.3 shall be adopted as part of the Code of the Town of Newton, as follows:

307-17.3 Straway Boulevard.

Straway Boulevard shall be used for park access only, and shall not be open to general through traffic, as recommended by the Town Engineer, and in the best interests of Town residents and visitors. Additionally, parking of vehicles is restricted on Straway Boulevard, in accordance with the provisions of Town Code §§307-5 and 307-48. Municipal and emergency vehicles shall have access to Straway Boulevard as through traffic and for parking at all times.

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 at 7:00pm on Monday, August 22, 2016. 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 Wednesday, September 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

ORDINANCE #2016-12

A FULLY FUNDED GENERAL CAPITAL IMPROVEMENT ORDINANCE IN THE AMOUNT OF \$50,000.00 FOR IMPROVEMENTS TO MADISON STREET SIDEWALKS IN THE TOWN OF NEWTON, COUNTY OF SUSSEX, NEW JERSEY

BE IT ORDAINED by the Town Council of the Town of Newton, in the County of Sussex, as follows:

Section 1 a. \$50,000.00 is hereby appropriated for Improvement of Madison Street including reconstruction and/or resurfacing, curbing and sidewalk work and all costs necessary therefore or incidental thereto from the following sources:

| | |
|--------------------------------|-------------|
| General Capital – Fund Balance | \$50,000.00 |
|--------------------------------|-------------|

The \$50,000 being appropriated is in addition to the \$165,000 appropriated by Section 3(f) of bond ordinance #2013-11 finally adopted 4/22/13, and the \$50,000 appropriated by Section 3(b) of bond ordinance #2014-6 finally adopted 4/14/14.

The Town of Newton appropriated \$165,000 for Improvement of Sidewalks on Madison Street (including a \$140,000 Safe Routes to School Program Grant received from the New Jersey Department of Transportation). The projected costs increased requiring additional monies to be appropriated. The Town appropriated an additional \$50,000 for Improvement of Madison Street including reconstruction and/or resurfacing, curbing and sidewalk work. The Town was advised that it could not use a State authorized Morris County Cooperative Pricing Council since the pricing Safe Routes to School Grant requires compliance with federal purchasing procedures. This will require an additional \$50,000 to be appropriated. The Town has applied for additional Safe Routes to School funding for a total of \$234,353.50.

Section 2. The Town hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Town is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services and is filed and available for public inspection in the office of the Clerk.

Section 3. This ordinance shall take effect as provided by the law.

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, August 22, 2016. 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 7:00 p.m. on Wednesday, September 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 #133-2016

August 22, 2016

“To Cancel Outstanding Checks in the Municipal Court Accounts”

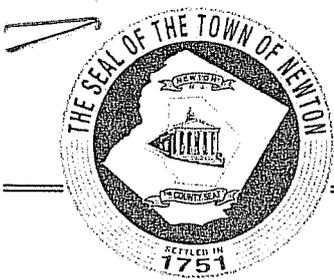
WHEREAS, there are checks which have not been cashed in both the Town of Newton Court General Account for overpayments and/or restitution and in the Bail Account for refunds; and

WHEREAS, those checks have been reviewed to determine if they should be canceled and the amount paid over to the Town Treasurer to be deposited into the Town of Newton Current Fund Balance;

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Newton, that the outstanding checks totaling \$1,348.57 as per the attached memos from Lucy M. DeLoreto, Court Administrator, are hereby canceled.

THIS IS TO CERTIFY that the above is a true copy of Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body held on Monday, August 22, 2016.

Lorraine Read, RMC
Municipal Clerk



Shared Courts of
Town of Newton & Township of Green

MUNICIPAL COURT

Hon. John E. Mulhern, J.M.C.
Lucy M. DeLoreto, Certified Municipal Court Administrator
Telephone: 973 383 3521, Ext. 242

39 Trinity Street
Newton, NJ 07860
Fax: 973 383 0465

TO: Treasurer, Town of Newton
FROM: Lucy M. DeLoreto, CMCA
RE: Checks not Cashed; Over 6 months
DATE: July 8, 2016

Pursuant to N.J.S.A. 12A:4-404, the bank is not obliged to pay checks that are more than six months old. The following is a list of checks written from Newton Municipal Court's **General Account for overpayments and or restitution.**

| Date Check Written | Check # | Amt. of Check | Name on Check |
|--------------------|------------------|---------------|-----------------------|
| 2/19/2015 | 4328 | 1.00 | Paul Jetter |
| 3/9/2015 | 4337 | 1.00 | Joline Grubrck |
| 3/9/2015 | 4339 | 20.00 | Frank Shapis |
| 4/6/2015 | 4347 | 1.00 | Katieanne M. Harrison |
| 4/6/2015 | 4348 | 786.00 | Mary Mancuso |
| 5/11/2015 | 4355 | .07 | Richard Slawinski |
| 8/10/2015 | 4376 | 115.00 | Frank SHapis |
| 1/8/2016 | 4413 | .50 | James Brup |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| # 4462 | Total this check | \$ 924.57 | |

Should the Court receive any inquiries regarding any of the above checks, I will be refer calls to your office.



Shared Courts of
Town of Newton & Township of Green

MUNICIPAL COURT

Hon. John E. Mulhern, J.M.C.
Lucy M. DeLoreto, Certified Municipal Court Administrator
Telephone: 973 383 3521, Ext. 242

39 Trinity Street
Newton, NJ 07860
Fax: 973 383 0465

TO: Treasurer, Town of Newton
FROM: Lucy M. DeLoreto, CMCA
RE: Checks not Cashed; Over 6 months
DATE: July 13, 2016

Pursuant to N.J.S.A. 12A:4-404, the bank is not obliged to pay checks that are more than six months old. The following is a list of checks written from Newton Municipal Court's **Bail Account for refunds.**

| Date Check Written | Check # | Amt. of Check | Name on Check |
|--------------------|------------------|---------------|----------------------------|
| 7/14/2015 | 4824 | 21.00 | Melissa A. Dixon |
| 7/23/2015 | 4836 | 3.00 | Christopher Vanauken |
| 12/22/2015 | 4910 | 300.00 | Michael P. Fondiller |
| 1/14/2016 | 4922 | 100.00 | Estate of Amy D. DeLuise * |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 4979 | Total this check | \$424.00 | |

*Sent with Letter; returned "Passed Away" written on envelope

Should the Court receive any inquiries regarding any of the above checks, I will refer calls to your office.



TOWN OF NEWTON

RESOLUTION #134-2016

August 22, 2016

“Concur with the Recommendation of the Utility Advisory Board in Allocating Water and Sewer Fees for RPM Development”

WHEREAS, at a regular meeting of the Newton Utility Advisory Board conducted on July 25, 2016, Newton Town Centre Urban Renewal Associates, LP, representing RPM Development, proposed installation of 65 residential units, a 1,530 square foot commercial unit, a community center for 104 residents using 10 GPD. Total connection fees of \$590,880.00 with a credit for \$75,600.00 for existing connections, totaling \$515,280.00; and

WHEREAS, the Newton Utility Advisory Board has no objection to and recommends the Town Council approve the Newton Town Centre Urban Renewal Associates, LP, representing RPM Development proposed installation of 65 residential units, a 1,530 square foot commercial unit, a community center for 104 residents using 10 GPD. Total connection fees of \$590,880.00 with a credit for \$75,600.00 for existing connections, totaling hook-up fees of \$515,280.00;

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 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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



**TOWN OF NEWTON
RESOLUTION #135-2016**

August 22, 2016

**“Authorize Credit Due a Water and Sewer Utility
Account”**

WHEREAS, the Water and Sewer Collector has determined the following Water and Sewer Utility Account is due credit for the reason 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 following account for the amount billed incorrectly due to the reason stated:

Utility Board Recommends Waiver of Delinquent Penalty:

| <u>Account</u> | <u>Address</u> | <u>Amount</u> |
|----------------|----------------|---------------|
| 23304 | 2 Club Road | \$45.86 |

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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #136-2016

August 22, 2016

“Concur with the Recommendation of the Utility Advisory Board in Allocating Water and Sewer Fees for Dunkin’ Donuts”

WHEREAS, at a regular meeting of the Newton Utility Advisory Board conducted on July 25, 2016, Newton Donuts Inc., proposed an increased 1 ¼" line for a proposed Dunkin Donuts at 65 Sparta Avenue, estimating 995 GPD at \$18.50/gallon, totaling \$18,407.50; and

WHEREAS, the Newton Utility Advisory Board recommends the increase from a ¾" line to a 1 ¼" line for a proposed Dunkin' Donuts with estimated usage at 995 GPD for a total hook-up cost of \$18,407.50;

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 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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #137-2016

August 22, 2016

“Authorizing Approval of Positive Pay Services Agreement with Lakeland Bank”

WHEREAS, the Town of Newton utilizes Lakeland Bank for most of its banking services and Lakeland Bank offers a Positive Pay Service whereby Lakeland Bank, at no cost for designated accounts, provides assistance for the payment of checks from the Town; and

WHEREAS, a Positive Pay Services Agreement has been reviewed and agreed to, to provide for the Positive Pay services; and

NOW, THEREFORE BE IT RESOLVED, by the Newton Town Council that it designates and authorizes the Town Manager and Chief Financial Officer to execute the Positive Pay Services Agreement and other related documents necessary to enter into this agreement with Lakeland Bank.

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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk

Company Information

Company Name TOWN OF NEWTON
Address 39 Trinity Street
City, State, Zip Newton NJ 07860
Telephone 973-383-3521 Facsimile _____

Hereafter referred to as "Company".

This Agreement is made on this _____ day of _____, _____, by and between Company and Lakeland Bank, having an address of 250 Oak Ridge Road, Oak Ridge, New Jersey 07438-8906 (hereafter referred to as "Bank").

Recitals

- A. Company has requested that the Bank permit it to make payment decisions on checks presented against Company's account at Bank by means of the service provided for in this Agreement.
- B. Bank offers this service to Company pursuant to the terms of this Agreement.

Now, therefore, for and in consideration of the mutual promises contained herein, the Company and the Bank agree as follows:

Agreement

- 1. **Services.** Bank shall provide to Company Positive Pay Services ("Services") through the Business Online Banking System ("Online System") or Mobile Banking System ("Mobile System") as described in this Agreement to enable Company to make payment decisions on checks presented against Company's account(s) at Bank ("Accounts") as indicated on the Business Online Banking Application and the Positive Pay Application that are not included in or not consistent with the check issue file provided by Company. **THE SERVICES PROVIDED HEREIN DO NOT INCLUDE, APPLY TO, AND THE BANK DISCLAIMS ANY OBLIGATION OR LIABILITY ARISING FROM, CHECKS PRESENTED AND CASHED IN PERSON AT A BRANCH OFFICE OF THE BANK.**
- 2. **Company Obligations.** Company shall provide to Bank a check issue file ("File") (a) in compliance with the formatting, content, and other requirements set forth in Schedule A attached hereto, (b) in accordance with the File Delivery Method set forth in Schedule B attached hereto, and (c) by the deadlines set forth in Schedule C attached hereto. (Schedules may be amended by Bank in accordance with Section 13.) Company represents and warrants that each item entry included in the File (each an "Entry"; multiple "Entries") is accurate and complete. Company agrees to review item(s) (i.e. checks) presented for payment against the Account that are not included and/or consistent in any way with the Entries included in the File ("Exceptions") by the deadline set forth in Schedule C attached hereto. **FAILURE TO COMPLY WITH THESE OBLIGATIONS WILL RESULT IN THE EXCEPTIONS BEING RETURNED BY THE BANK "REFER TO MAKER."**
- 3. **Bank Obligations.** Bank shall make available to Company the Exceptions as defined above.
- 4. **Check Standards.**
 - (a) **Minimum Check Standards and Specifications.** Company will ensure that all issued checks meet the minimum standards established by the American National Standards Institute with respect to character position and formation, including MICR encoding, specifications and paper weight requirements.
 - (b) **Substitute Checks (Check 21).** The Check Clearing for the 21st Century Act ("Check 21") permits the creation of a "Substitute Check" by which the depository financial institution truncates the original check and processes the check information electronically. Substitute Checks must completely and accurately reflect the information from the original check in order to process correctly through the Services. Bank shall not be liable for processing Substitute Checks that do not contain complete and accurate information.
 - (c) **ACH Entries.** Services will not identify checks that have converted to ACH entries as Exceptions. The rules of the National Automated Clearing House Association (NACHA) ("the Rules") prohibit the conversion of business checks as long as they meet the standards published in the Rules. Company is responsible for assuring that its checks meet these standards to utilize the Services. If a check has been improperly converted to an ACH entry, contact the Bank immediately.
- 5. **Errors Or Unauthorized Transactions; Notice Of Claims.** Items (i.e. checks) presented for payment against Company's Account(s) will be reflected on Company's periodic statement issued by Bank. In addition, Company may receive supplementary

notification of items presented against its Account(s), including, but not limited to, notices and/or transcript statements provided by mail or via electronic delivery (collectively, with periodic statements, "Confirmations"). Company agrees to regularly and promptly review and verify each Confirmation, and if Company suspects an error, discrepancy or unauthorized transaction, Company shall immediately report the event by verbally contacting Bank as set forth in this Agreement, and also submitting a written report detailing the problem as soon as possible, but in any event within thirty (30) days of the earlier of (a) the closing date of the Account statement(s) which first reflected the problem, or (b) the day Bank first electronically notified Company or otherwise make available (other than via Account statement(s)) a Confirmation to Company.

If Company fails to notify Bank in accordance with the terms, conditions and within the period set forth in the immediately preceding paragraph, Company will be precluded from asserting subsequent forgeries, alterations or unauthorized transactions by the same person or entity with respect to any of Company's Account(s). Without regard to care or lack of care, Company's failure to discover and report any suspected error, discrepancy or unauthorized transaction in connection with the Services or Company's Account(s) within two (2) months after a Confirmation or other documentation reflecting the problem was made available to Company will bar any claim against Bank with respect to any such error, discrepancy or unauthorized transaction. Company will notify Bank immediately of any claim against Company or Bank made by a third party, that any act or omission by Bank with the Services has caused such third party to sustain any damage. Company acknowledges that the reconstruction of an event causing Company to suffer damages becomes difficult and may be inaccurate more than one (1) year following the occurrence of such event. Accordingly, notwithstanding statute of limitation or repose to the contrary, Bank and Company agree that any claim, action or proceeding against the other for damages arising from or in any way related to an act or omission of the other in connection with the Services or the performance of the Services, including any claim based on negligence, must be brought within the earlier of: (i) within two (2) months after a Confirmation or other documentation reflecting the problem was made available to Company; or (ii) one (1) year from the date of such act or omission. Unless such an action is commenced within the time period described in the immediately preceding sentence, such claims, and damages relating to such claims, irrevocably shall be deemed waived and released. Company and Bank will cooperate with the other in any loss recovery effort related to the performance of the Services and will assist the other in the defense or prosecution of any claim, action or proceeding brought by or against a third party related to the Services.

6. **Liability of Bank; Limitations on Liability.**

(a) **Performance of Bank.** Bank shall be responsible only for performing the Services it expressly agrees to perform in this Agreement, and shall be liable only for direct damages caused by its gross negligence in performing those Services or as otherwise specifically disclaimed in Section 1 above. Bank shall not be responsible for any acts or omissions of Company, including without limitation the amount, accuracy, timeliness of delivery or Company authorization of any item or instruction received from Company, or any act or omission of any other person, including without limitation any transmission or communications facility, and data processor of Company, and no such person shall be deemed Bank's agent.

(b) **Limit on Damages.** In no event shall Bank be liable for any consequential, special, punitive, or indirect loss or damage which Company may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions in performing its services under this Agreement.

(c) **Force Majeure.** Bank shall not be responsible for any failure to act or delay in acting if such failure is caused by legal constraint, the interruption of transmission or communication facilities, computer malfunction or equipment failure, war, emergency conditions including inclement weather or other natural disasters, or other circumstances beyond Bank's reasonable control.

(d) **Interest.** Subject to the foregoing provisions of this Section 6, any liability which Bank may have for loss of interest for an error or delay in performing its Services hereunder shall be calculated by using a rate equal to the average Federal Funds rate of the Federal Reserve Bank of New York for the period involved, less any applicable reserve requirements.

7. **Indemnification.** Company shall defend, indemnify, and hold harmless Bank, and its officers, directors, agents and employees, from and against any and all actions, costs, claims losses, damages or expenses, including attorneys' fees and expenses, resulting from or arising out of (a) any breach of any of the agreements, representations, or warranties of Company contained in this Agreement, or (b) any act or omission of Company or any other party acting on Company's behalf, including but not limited to parties described in Section 6(a) above.

8. **Payment for Bank Services.** Company shall pay Bank fees for the services provided by Bank under this Agreement in accordance with the applicable Business Fee Schedule ("Service Fees"). Such charges do not include, and Company shall be responsible for payment of, sales, use, or excise, value added, utility or other similar taxes relating to the services provided for in Company's agreement between Bank and Company with respect to the Company Account (the "Account Agreement"). The fees for the Services provided by Bank under this Agreement in accordance with the applicable Business Fee Schedule shall continue until terminated by either Company or Bank giving the other at least thirty (30) days prior written notice stating the termination date.

9. **Termination.** Bank may terminate this Agreement immediately by notice to Company, or without notice if Company breaches any of its obligations under this Agreement. Company may terminate this Agreement at any time upon thirty (30) days prior notice to Bank. Termination shall not affect any of Bank's rights or Company's obligations under this Agreement prior to such termination.
10. **Confidentiality.** Company acknowledges that it will have access to certain confidential information regarding Bank's execution of Services contemplated by this Agreement. Company shall not disclose any such confidential information of Bank and shall use such confidential information only in connection with the transactions contemplated by this Agreement.
11. **Electronic Media and Records.** All electronic media (e.g. magnetic tapes, disks, CD-ROMs), data and records used by Bank for Services covered by this Agreement shall be and remain Bank's property. Bank may, in its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making any such information available to Company shall be paid by Company.
12. **Entire Agreement.** This Agreement and the Schedules attached hereto, along with the Business Online Banking Application, Positive Pay Application, Electronic Banking Resolution, applicable Business Fee Schedule and Account Agreement, constitute the entire agreement between Bank and Company and supersede all prior Agreements. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Bank and Company or usage of trade shall constitute a modification of this Agreement regardless of whatever practices or procedures Bank or Company may use.
13. **Change in Terms.** We may change any term of this Agreement at any time. If the change would result in increased fees for Services or increased liability for Company, we agree to give Company notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account, Online System or Mobile System. We will post any required notice of the change in terms on Bank website or forward it to Company and you by e-mail, online message or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of an Account, Online System or Mobile Systems, we will notify Company of the change in terms within thirty (30) days after the change becomes effective. Company's continued use of any or all of the Services after such notification is provided indicates Company's acceptance of the change in terms. We reserve the right—but will not be required—to waive, reduce, or reverse charges or fees in individual situations, in Bank's sole discretion. Company acknowledges and agrees that changes to fees applicable to Accounts are governed by the applicable deposit agreements and disclosures.
14. **Effective Date.** This Agreement shall be generally effective as of the date of its execution. However, Services shall not commence until the date that the Bank has received and had a reasonable opportunity to act upon all information and instructions from the Company.
15. **Instructions and Notices.**
 - (a) Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.
 - (b) Bank shall be entitled to rely on any oral or written notice, response, or other communication related to Services believed by it to be genuine and to have been provided by an authorized representative of Company who (a) is established within the Online System with sufficient permission to Services, or (b) is an authorized signatory on the Account(s), and any such communication shall be deemed to have been provided by such person on behalf of Company.
 - (c) Except as otherwise provided herein, any notice under this Agreement must be in writing and delivered by courier, faxed, or sent by United States Postal Service registered or certified mail and, if to Bank, addressed to:

Lakeland Bank
eBanking Department
250 Oak Ridge Road
Oak Ridge, New Jersey 07438
Phone Number: 973-948-9520
Fax Number: 973-697-1538

If to Company: The address, facsimile number or email address set forth above or as set forth in the Business Online Banking Application or Positive Pay Application unless another address, facsimile number or email address is substituted by

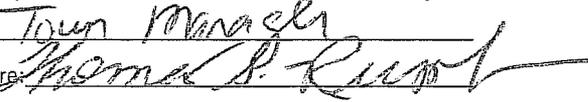
notice and sent to Bank as provided herein.

Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

- 16. **Notifications.** Notifications regarding Exceptions will be sent to the Company's email address indicated on the Positive Pay Application or as otherwise substituted by notice and sent to Bank as provided herein. Notifications are also made available through the Mobile System and must be established and configured through a compatible mobile device. *Notifications are intended as a convenience and only serve as a reminder to review Exceptions by the deadlines set forth in Schedule C attached hereto. Failure to send and/or receive these notifications does not release Company from its obligations as described in Section 2 above.*
- 17. **Business Days.** "Business Days" means Monday through Friday, other than Bank holidays.
- 18. **Assignment.** Company may not assign its interest or rights under this Agreement without the prior written consent of Bank, and any purported assignment in violation of this section shall be void.
- 19. **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective legal representatives, successors, and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Company hereunder.
- 20. **Headings.** Headings used in this Agreement are for convenience only, and shall not be deemed a part of this Agreement.
- 21. **Governing Law; Jurisdiction; Waiver of Trial by Jury.** This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey and this Agreement. The parties consent to the state and federal courts located within New Jersey as having sole and exclusive jurisdiction over any and all claims arising under this Agreement. The parties hereto further knowingly, irrevocably and unconditionally waive trial by jury in connection with any action or claims arising in connection with this Agreement or any other transaction or banking relationship.
- 22. **Counterparts.** This Agreement may be signed in counterparts, all of which shall constitute one Agreement.
- 23. **Waiver.** A waiver by Bank or Company of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any term or provision.
- 24. **Severability.** In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

COMPANY

Company Name: TOWN OF NEWTON
 Name: Thomas S. Russo, Jr.
 Title: Town Manager
 Signature: 
 Date: _____

BANK

Lakeland Bank
 Name: _____
 Title: _____
 Signature: _____
 Date: _____

Schedule A – File Format

1. **File Format.** The check issue file ("File") shall be provided by the Company either (a) by manually entering each Entry through Online System, or (b) through a file upload process using import templates ("Templates"). These Templates offer a dynamic method for assigning Entries to corresponding data fields as shown below. Company shall select the Template(s) to use at its own discretion, and may use multiple of alternate Template(s) as necessary, provided the Entries correspond to the correct data fields as shown below.
2. **Required Entry Fields.** The following chart details required information that must be included: (a) within each Entry in the File, (b) as defined during the File transmission process, or (c) within the Template default value(s).

| Data Field | Description | Format |
|-------------------------|--|---------------------------------|
| Account Number | Customer's Account Number on which the Entries are drawn | Numeric |
| Account Type | Type of Account (e.g. Checking – "DDA") | Text, 3 Character Max |
| Item/Transaction Number | Check Number | Numeric |
| Amount | Amount of Check/Item | Float (with or without decimal) |
| Item Type Code | Type of Item: "I" - Issue, "S" – Stop, "V" – Void | Text, 1 Character Max |
| Payee | Name of Payee of Check/Item | Text, 30 Character Max |

3. **Templates.** Templates provide the necessary File format for transmitting Files to Bank. These Templates, whether supplied by Bank or created by Company, should be tested and verified for accuracy and completeness before being utilized in a production ("live") environment. Company shall coordinate with Bank for testing and verification.

Schedule B – File Delivery Methods**Primary File Delivery Method**

PC/Internet Transmission through the Business Online Banking system. File transmission through the Business Online Banking system requires an Access ID, password, and multifactor authentication verification, including, but not limited to, security questions/answers and/or a token one-time password device.

Secondary File Delivery Method (for use only when Primary File Delivery Method is unavailable)

1. **PC/Internet Transmission through Lakeland Bank SecureMail.** File transmission through ZixCorp®, a secure e-mail system. Requires an Access ID and password.
2. **Hand delivered files or files by Courier.** Files may be delivered to the following location only if the electronic transmission methods above are not available.

File Location: Lakeland Bank
 Milton Operations & Training Center
 5716 Berkshire Valley Rd
 Oak Ridge, NJ 07438

Schedule C – Deadlines**1. Check Issue File.**

The deadline (“Cut-Off Time”) for uploading the Check Issue File to the Bank is no later than 6:00 pm Eastern Time (ET) and one (1) Business Day prior to the date of the check’s issuance. Changes or deletions (including “stops” and “voids”) must be provided immediately upon issue but no later than 6:00 pm ET of the day on which the Company wishes to effect the change. Files that are not received by the Bank by these deadlines, as well as changes or deletions received after the item has been presented for payment, may not be considered when performing Services.

2. Exceptions.

Each Business Day, Bank will make available to Company any items (i.e. checks) presented against Account(s) on the previous Business Day that (a) are missing or inconsistent with the File provided by Company based on check/transaction number and/or amount discrepancies; and/or (b) are stale-dated (i.e., loaded into the Online System more than six (6) months prior) (collectively, “Exceptions”). Exceptions must be decided (“approved” or “disapproved”) through Online System or Mobile System by Company no later than 11:00 am ET of the Banking Day on which these items were made available.

If the Company fails to apply “approve” or “disapprove” decisions by the above deadline, any Exception item not indicated as “approve” (i.e. pay) shall be returned by Bank “Refer to Maker.”



TOWN OF NEWTON

RESOLUTION #138-2016

August 22, 2016

“Final Acceptance of the Light Project Spring Street, Moran Street, Union Place and Main Street”

WHEREAS, on February 22, 2016 by way of adoption of Resolution #30-2016, and on April 25, 2016 by way of adoption of Resolution #72-2016, the Newton Town Council awarded the contract for retrofitting lights with LED lights and new lenses on Spring Street, Moran Street, Union Place, and Main Street; and

WHEREAS, in a memo to the Deputy Town Manager dated August 8, 2016, Town Engineer, Harold E. Pellow, P.E., L.S., of Harold E. Pellow & Associates, Inc., states that 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 Town Engineer's recommendation and accepts the project for retrofitting lights with LED lights and new lenses on Spring Street, Moran Street, Union Place, and Main Street;

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to High Point Electric and the Town Engineer.

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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

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

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

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

CORY L. STONER, *EXEC. VICE PRESIDENT*
NJ - P.E., NJ - C.M.E.,
PA - P.E.

MATTHEW J. MORRIS
NJ - L.L.A., NJ - P.P.

THOMAS G. KNUTELSKY, *ASSOCIATE*
NJ - P.E.

August 8, 2016

Via E-Mail

MEMORANDUM TO: Mrs. Debra Millikin, Newton Deputy Town Manager

FROM: Harold E. Pellow, P.E., L.S., Town Engineer

SUBJECT: Acceptance of Light Project on Spring Street, Moran Street, Union Place & Main Street
HPA No. 15-181

Dear Debi,

All of the lights have been retrofitted with LED lights and new lenses on Spring Street, Moran Street, Union Place and Main Street, and this project can be accepted by the Town Council.

Enclosed please find an invoice for Phase II of this project.

Very truly yours,

Harold E. Pellow, P.E., L.S.
HAROLD E. PELLOW & ASSOCIATES, INC.
Town of Newton Engineer

HEP:mac
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\15-181 - SPRING STREET LIGHTING\2ND BID\MILLIKIN2.DOC

Enclosure

HIGH POINT ELECTRIC, INC.

719 Route 519

Wantage, NJ 07461

(973) 875-9121 Fax (973) 875-9749

CUSTOMER #: 00429

INVOICE #: 104269

INVOICE DATE: 06/30/16

DUE DATE: 06/30/16

BILL TO:TOWN OF NEWTON
39 TRINITY ST.
NEWTON, NJ 07860**LOCATION: 004293**ST.LIGHTING VARIOUS LOCATATION
39 TRINITY ST.
NEWTON, NJ 07860

WORK ORDER NUMBER: 5506

YOUR REFERENCE NUMBER:

DESCRIPTION**QUANTITY****PRICE****AMOUNT****TAX**

REQUEST: RETROFIT 39 ADDITIONAL STREET LIGHTING FIXTURES TO LED PER OUR BID UNIT PRICE OF \$450.00 EACH WITH NEW LED LAMPS AND CLEAR 1/4" ACRYLIC LENSES. THE LAMPS AND BALLASTS THAT ARE BEING REMOVED ARE TO BE TURNED OVER TO THE OWNER AT THE DPW GARAGE.

MATERIAL

06/16/16 LENSES & LAMPS QUOTED PRICE

39 E

450.0000

17,550.00

N

TOTAL MATERIAL:

17,550.00

TOTAL:

17,550.00



TOWN OF NEWTON

RESOLUTION #139-2016

August 22, 2016

“Approve Purchase of 700’ of 6’ High Black Chain Link Fence for Balancing Reservoir at 150 High Street”

WHEREAS, two quotes were obtained to complete fencing per the agreement with NJDEP Green Acres to place 700’ of 6’ high black chain link fence around the Town’s portion of the balancing reservoir at 150 High Street; and

WHEREAS, NJ Fence LLC., provided the lowest quote at \$28,000; and

WHEREAS, the Purchasing Agent recommends award of 700’ of 6’ high black chain link fence project to NJ Fence, LLC., in the amount of \$28,000.00; and

WHEREAS, the Chief Financial Officer has certified funds are available to support this project as per attached certification;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that 700’ of 6’ high black chain link fence be purchased and installed by NJ Fence, LLC, Newton, NJ in the amount of \$28,000.

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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

CERTIFICATION OF THE AVAILABILITY OF FUNDS
(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq)

THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:

RESOLUTION #: 139 -2016

APPROVING: NJ FENCE, LLC

FOR THE PURPOSE OF: FENCE AT WATER RESERVOIR
(per NJDEP Green Acres)

IN THE AMOUNT OF: \$28,000.00

APPROPRIATED BY:

WATER SEWER OPERATING

| | | |
|---------------------------|----------|-------------|
| CIF - Reservoir Fence (W) | #6089334 | \$28,000.00 |
|---------------------------|----------|-------------|

DATED THIS 22ND DAY OF AUGUST 2016

BY *Dawn Babcock*

DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER

NJ Fence LLC

905 Crestview Road
Newton, NJ 07860

njfencellc@yahoo.com

Phone #

973.670.5605

Estimate

Date

Estimate #

8/30/2016

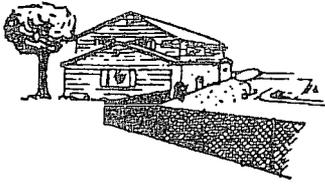
Water Tower

Name / Address

Town of Newton
39 Trinity Street
Newton, NJ 07860

973.383.4160

| Description | Qty | Rate | Total |
|---|-----|-------------------------|-------------|
| Supply and install approximately 700' of 6' high black chainlink fence with barbed wire, two 12' wide double gates, one 4' wide single gate at the water tower facility | 1 | 28,000.00 | 28,000.00 |
| | | Subtotal | \$28,000.00 |
| | | Sales Tax (0.0%) | \$0.00 |
| | | Total | \$28,000.00 |



FENCING PROPOSAL

A-BETTER FENCE CO., INC.

CHAIN-LINK - WOOD - PVC FENCING • GUARD RAILS

135 Center Street, West Milford, New Jersey 07480
(973) 728-8222 • FAX: (973) 728-5656

Submitted To Newton DPW Date Aug 2 2016
Street 39 Trinity St Phone No. 973-383-4160
City, State & Zip Newton NJ 07860

OVERLOOK Ave Water Tower
Furnish and Install new 6' high
black vinyl coated chainlink fence
with 3 strands barb wire @ 37.50
\$ 26,250.00
2 - 12' double swing gates @ 1800.00
3,600.00
1 - 4' wide swing gate @ 750.00
750.00
30,600.00

OWNER AGREES TO BE RESPONSIBLE FOR:
All permits and permissions.

The clearing of all fence lines of any obstruction.

Any underground wires, pipes, or etc., not indicated to our installers, prior to digging.

Supplying of surveys stakes, or marking of fence lines and to be fully responsible for the location of the fence.

Assuming any added charges for any changes in contract after material is made, or any delays caused by owner to our installers, prior to or after installation is started.

It is fully understood that the installed fence remains the property of A-BETTER FENCE CO., INC. until paid for in full.

Full payment of balance due on contract to our installers, at completion of work.

All balances are subject to a Service Charge of 1 1/2% per month (Annual percentage rate of 18%) starting 30 days after delivery or installation.

Delinquent accounts will be liable for all collection and legal fees incurred.

REMARKS

All posts set in 2' concrete footings. 3' deep on gate posts

Table with 4 columns: PRICE, DEPOSIT, BALANCE, NOTE. PRICE contains \$30,600.-

Approved and Accepted

A-BETTER FENCE COMPANY, INC.

By Steven Palmer

Customer

Date

FENCE WILL REMAIN PROPERTY OF A-BETTER FENCE COMPANY, INC. UNTIL PAID IN FULL BY CUSTOMER. ANY ADDITIONAL ALTERATIONS ARE CHARGEABLE FROM DATE OF THIS INVOICE



TOWN OF NEWTON

RESOLUTION #140-2016

August 22, 2016

**“Authorize Professional Services Agreement with
FKA Architects for Firehouse #2”**

WHEREAS, the Town Council desires to use the services of a professional Architect for the Firehouse #2 construction project; and

WHEREAS, FKA Architects has provided a proposal for services dated July 8, 2016 regarding the Firehouse#2 project. The cost for said services is \$98,710.00; and

WHEREAS, the Purchasing Agent recommends the award for a professional services agreement in the amount of \$98,710.00; and

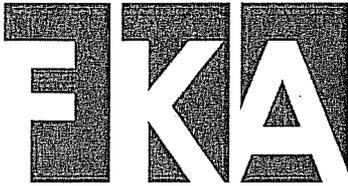
WHEREAS, the Chief Financial Officer has certified funds are available to support this project as per attached certification;

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton hereby authorizes the Mayor, Town Manager and Municipal Clerk to execute a professional services agreement with FKA Architects, and shall be advertised, and is on file and available for public inspection in the office of the Municipal Clerk.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



ARCHITECTS

A PROFESSIONAL ASSOCIATION

Architecture • Interior Design
Planning • Project Management

Thomas J. Kosten, A.I.A.
Michael R. Bieri, A.I.A.

July 8, 2016

Mr. Thomas S. Russo, Jr.

Newton Town Manager

Town of Newton

39 Trinity Street

Newton, New Jersey 07860

Via E-Mail

Project: Firehouse #2 – New Pre-Engineered Building

Re: Proposal for A/E Services

Dear Thomas:

Thank you for giving FKA Architects the opportunity to submit a proposal for the above referenced project. FKA's proposal includes Architectural, Structural, and MEP Services. In addition, we will coordinate all site plan activities with Mr. Stoner of Harold E. Pellow & Associates, as well as the Geotechnical Engineer.

Project Description

Based on the "Preliminary Feasibility Study" Firehouse #2 will have a footprint of approximately 5,200 SF and will include the following areas:

- ✦ An apparatus bay with a size of 62' x 50' and large enough to house two apparatus.
- ✦ The apparatus bay will also contain a 3-sided mezzanine, with access steps at each end.
- ✦ Below the mezzanine, and along the perimeter walls, will be the turn out gear lockers.
- ✦ Some mechanical equipment may also be located below or on the mezzanine.
- ✦ A vehicle exhaust system will be installed in the apparatus bay.
- ✦ Interior finishes in the apparatus bay will be kept to a minimum.
- ✦ Adjacent to the apparatus bay will be a Day Room with a size of 60' x 35'.
- ✦ The Day Room will include a kitchen, dining area, and break room.
- ✦ Between the Day Room and the Apparatus Bay will be the command center, men's room, women's room and a laundry.
- ✦ A weather vestibule will be located at the front entry to the day room.
- ✦ Include standard Mechanical/Electrical/Plumbing systems throughout both portions of the firehouse. The design of these systems will be to provide basic climate control, and keep costs at a minimum.
- ✦ The interior finishes in the day room will be residential in nature.
- ✦ FKA will work with the Civil Engineer to coordinate site items including; utilities, parking areas, and sidewalks.



SCOPE OF SERVICES:

The following scope of services would be provided for this project:

1. Preliminary Phase:

- Meet with the Owner to understand user's requirements for all aspects of the project.
- Prepare preliminary CAD floor plan of the proposed facility.
- Prepare preliminary CAD ceiling plan of the proposed facility.
- Prepare preliminary CAD elevations of the exterior of the building.
- Meeting with Owner to review preliminary drawings.
- Revise and update drawings as per discussion.

2. Schematic Design Phase:

- Utilizing the preliminary drawings FKA will contact Pre-Engineered Building Manufacturers to incorporate the potential structural system within the proposed footprint.
- FKA will modify the plans and elevations as necessary to accommodate the pre-engineering needs and spaces.
- Drawings will include updated floor plans, reflected ceiling plans, and building elevations.
- Drawings will also include building sections of both portions of the building.
- FKA will work with the Manufacturer's to develop a preliminary estimate for all proposed work.
- Meet with the Owner to review the schematic designs, and estimate.
- Modify designs to include all Owner comments.

3. Construction Document Phase:

- Prepare / submit construction document drawings at 30%, 60%, & 90% complete for review by the Client.
- Incorporate any required modifications.
- Prepare 100% complete construction documents.
- Update preliminary estimate.
- Assemble a package of Construction Documents to include all FKA drawings as well as all Civil Engineering drawings.
- Prepare project manual including technical specifications for all aspects of the projects.
- Prepare complete construction documents for the purposes of obtaining building permits, for public bidding, and for all construction activities.

4. Bidding Phase:

- Prepare Bid Documents for distribution to contractors, including technical specifications.
- Answer any contractor's questions.
- Attend Pre-Bid walk through.
- Prepare any addenda if necessary.
- Review bids and make award recommendation.

5. Construction Administration Services

- Review and Process Submittals: Shop Drawings / Product Data / Samples.
- Respond to Request for Information's.
- Attend Project Construction Meetings bi-monthly.
- Provide Construction Field Observation 1 day per week.
- Monitor Project Schedule.
- Evaluate Contractor's Application for Payment for conformance with completed work.
- Prepare punchlist.
- Perform final punch list inspection.
- Review Warranties, Extra Materials and other closeout documentation.
- Assist with all closeout activities.



BASIS OF COMPENSATION

| | |
|-----------------------------|-----------------|
| Preliminary Phase | \$ 9,875 |
| Schematic Design Phase | \$24,685 |
| Construction Document Phase | \$39,500 |
| Bidding Phase | \$ 4,900 |
| Construction Phase | <u>\$19,750</u> |
| Total = | \$98,710 |

Reimbursable Expenses

Out of pocket expenses associated with the project (i.e.: reproduction costs, express mail, etc.) will be submitted to the Owner at cost.

Please review this proposal in detail and let me know if you have any questions. If the above terms are acceptable we will begin services immediately upon receipt of Authorization by the Town of Newton.

Sincerely,
Feilowitz & Kosten Architects

Thomas J. Kosten, AIA, FMP, LEED AP
President

The Town of
Newton *New Jersey*

FIREHOUSE #2

PRELIMINARY FEASIBILITY STUDY
TOWN OF NEWTON, NEW JERSEY



TOWN OF NEWTON

RESOLUTION #141-2016

August 22, 2016

“Authorize Professional Services Agreement with Harold E. Pellow & Associates for Firehouse #2”

WHEREAS, the Town Council desires to use the services of a professional Engineer for the Firehouse #2 construction project; and

WHEREAS, Harold E. Pellow & Associates has provided a proposal for services dated August 11, 2016 (Revised August 15, 2016) regarding the Firehouse#2 project. The cost for said services is \$40,000.00; and

WHEREAS, the Purchasing Agent recommends the award of professional services agreement in the amount of \$40,000.00; and

WHEREAS, the Chief Financial Officer has certified funds are available to support this project as per attached certification;

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton hereby authorizes the Mayor, Town Manager and Municipal Clerk to execute a professional services agreement with Harold E. Pellow & Associates, and shall be advertised, and is on file and available for public inspection in the office of the Municipal Clerk.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

CERTIFICATION OF THE AVAILABILITY OF FUNDS
(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq)

THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:

RESOLUTION #: 141 -2016

APPROVING: HAROLD E. PELLOW & ASSOCIATES

FOR THE PURPOSE OF: ENGINEER-FIREHOUSE #2 RENOVATION

IN THE AMOUNT OF: \$40,000.00

APPROPRIATED BY: GENERAL CAPITAL -

ORD.#2016-5 #30916052 \$40,000.00

DATED THIS 22ND DAY OF AUGUST 22

BY *Dawn L. Babcock*

DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS

ESTABLISHED 1969

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

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

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

CORY L. STONER, *EXEC. VICE PRESIDENT*
NJ - P.E., NJ - C.M.E.
PA - P.E.

MATTHEW J. MORRIS
NJ - L.L.A., NJ - P.P.

THOMAS G. KNUTELSKY, *ASSOCIATE*
NJ - P.E.

August 11, 2016

Revised: August 15, 2016

Via Email (trusso@newtontownhall.com)

MEMORANDUM TO: Mr. Thomas Russo, Town of Newton Manager

FROM: Cory L. Stoner, P.E., C.M.E.

SUBJECT: Civil & Geotechnical Engineering Services

For the Proposed Fire House No. 2
Located along Woodside Avenue
Town of Newton, Sussex County

Dear Tom:

As requested, please find the below proposal for Harold E. Pellow & Associates, Inc. (HPA) to perform the civil and geotechnical engineering services required for the construction of the proposed Fire House No. 2 located along Woodside Avenue. Once approved, HPA will work closely with FKA Architects (FKA) to design and facilitate the construction of a firehouse for the Town of Newton. Below is a review of the activities that will be performed by HPA on this project:

1. **Preliminary Phase:** During the preliminary phase of the design of the project, HPA will meet with Town representatives and FKA to kick off the project and outline the goals and objectives of the project. HPA will then be responsible for the following activities:
 - a. Perform field survey work to locate all features on the existing firehouse property as well as additional features on adjacent properties that may impact the design of the project.
 - b. Prepare property survey map and existing conditions plan.
 - c. Perform geotechnical borings and prepare geotechnical report for the project. It should be noted that the borings will be supervised and the geotechnical report for the project will be completed by Genesis Engineering of Lafayette, N.J.
 - d. Prepare conceptual site plan which will include preliminary building footprints prepared by FKA.
 - e. Attend meeting with the Town of Newton to review the preliminary drawings.

2. **Schematic Design Phase:** Upon approval of the preliminary design, detailed design plans for the project will be developed in close coordination with FKA. The activities to be performed by HPA will include:
 - a. Prepare project Site Plan, Grading & Drainage Plan, Landscaping & Lighting Plan, Soil Erosion & Sediment Control Plan and Construction Details
 - b. Prepare Preliminary Engineering Cost Estimates for all site improvements.
 - c. Attend meeting with the Town of Newton to review more detailed schematic drawings for the project.
 - d. Upon approval of the Town, a presentation to the Township Planning Board will be made to review the proposed capital improvement project.

3. **Construction Documents:** Once all approvals are in hand from the Town, HPA will work with FKA on the preparation of the final construction documents. Work by HPA will include:
 - a. Finalize site plan drawings & construction plans/details for bidding.
 - b. Finalize Engineering Cost Estimate for all site improvements.
 - c. Prepare final site work technical specifications and assist FKA in the preparation of the full technical specification package for the project.
 - d. Prepare and submit Sussex County Soil Conservation District application. Permit fees will be the responsibility of the Town and are not included in this proposal.

4. **Project Bid Documents & Bidding:** HPA will prepare the front end documents for the successful bidding of the project. The technical specifications will be prepared by FKA and HPA and integrated into one project manual. Other activities to be performed by HPA will include:
 - a. Assist FKA and preparing full bid package for project.
 - b. Advertise project for bidding.
 - c. Attend Pre-Bid walk through.
 - d. Attend bid opening.
 - e. Review bids with FKA and assist in making recommendation of award.

5. **Construction Administration & Inspection:** During construction, HPA will be responsible for the inspection of all site plan related construction items. Building construction will be reviewed, inspected and approved by FKA. The activities during construction that will be performed by HPA will include:
- a. Survey stakeout building and site improvements.
 - b. Review and approve submittals.
 - c. Attend preconstruction meetings and various job meetings.
 - d. Provide construction field inspection of all site improvements as needed.
 - e. Review contractor payment requests for all site improvement items.

Note: Construction inspection services related to the construction of the firehouse building will be the responsibility of FKA and the cost for those services should be included in their proposal to the Town.

The total estimated cost of all items to be completed by Harold E. Pellow & Associates, Inc. as listed above is as follows:

| | |
|--|--------------|
| 1. Preliminary Design Phase..... | \$ 11,000.00 |
| 2. Schematic Design Phase | \$ 6,000.00 |
| 3. Construction Documents | \$ 5,000.00 |
| 4. Project Documents & Bidding..... | \$ 3,000.00 |
| 5. Construction Administration, Layout & Inspection | \$ 15,000.00 |
| TOTAL ENGINEERING DESIGN FEES FOR THIS PROPOSAL \$ 40,000.00 | |

If you have any questions regarding the work items discussed above or would like to discuss the scope of work in greater detail, please do not hesitate to contact me.

Very truly yours,



Cory L. Stoner, P.E., C.M.E. for
HAROLD E. PELLOW & ASSOCIATES, INC.
Town of Newton Engineers

CLS:cls
L:\PROPOSALS\NEWTON\FIRE HOUSE NO. 2\RUSSO.DOC

CC: Debra Millikin, Town of Newton Deputy Manager



TOWN OF NEWTON
RESOLUTION #142-2016

August 22, 2016

“Award Bid for Fox Hollow Lake Transmission Main Replacement Project in the Township of Sparta for the Town of Newton”

WHEREAS, the Town of Newton publicly accepted and opened bids for the Fox Hollow Lake Transmission Main Replacement Project in the Township of Sparta for the Town of Newton on Wednesday, August 10, 2016 at 10:00 a.m. as follows:

| <u>Name and Address of Bidder</u> | <u>Base Bid</u> | <u>Alternate Bid</u> |
|--|------------------------|-----------------------------|
| Reivax Contracting Corp. 356 Thomas Street Newark, NJ 07114 | \$708,038.00 | \$12,000.00 |
| Montana Contracting Corp., Inc. 80 Constant Avenue Lodi, NJ 07644 | \$871,111.00 | \$7,200.00 |
| Ferraro Construction Corp. 5 Park Drive Franklin, NJ 07416 | \$1,042,337.00 | \$12,480.00 |
| J. Fletcher Creamer & Son, Inc. 101 E. Broadway Hackensack, NJ 07601 | \$1,168,667.00 | \$16,800.00 |
| Underground Utilities Corp. 711 Commerce Road Linden, NJ 07036 | \$1,272,273.00 | \$12,000.00 |
| Kmetz, Inc. 10 Fresh Ponds Road East Brunswick, NJ 08816 | \$1,278,089.00 | \$9,600.00 |
| Waterware Corporation PO Box 3609 Philadelphia, PA 19125 | \$1,290,367.00 | \$0.00 |

WHEREAS, Reivax Contracting Corp submitted a letter dated August 10, 2016, withdrawing their bid due to a severe mathematical error; and

WHEREAS, based on review of the bid documents, the Town Water Engineer, David B. Simmons, Jr., from Harold E. Pellow & Associates, Inc., recommends awarding the Fox Hollow Lake Transmission Main Replacement Project in the Township of Sparta to Montana Construction Corp., Inc., with a base bid in the amount of \$871,111.00, and an alternate bid in the amount of \$7,200.00 for a total project cost of \$878,311.00; and

WHEREAS, the Chief Financial Officer has certified funds are available based on the attached certification;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the contract for the Fox Hollow Lake Transmission Main Replacement Project in the Township of Sparta for the Town of Newton is hereby awarded to Montana Construction Corp., Inc., Lodi,

NJ in the amount of \$\$878,311.00. A copy of this resolution and the proposed Contract is to be forwarded to Montana Construction Corp., Inc., for execution; and

BE IT FURTHER RESOLVED, that the contract is subject to USDA approval due to the funding the Town is receiving for this project.

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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

CERTIFICATION OF THE AVAILABILITY OF FUNDS
(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq)

THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:

RESOLUTION #: 142 -2016

APPROVING: MONTANA CONTRACTING CORP., INC.

FOR THE PURPOSE OF: FOX HOLLOW LK. TRANSMISSION MAIN
REPLACEMENT

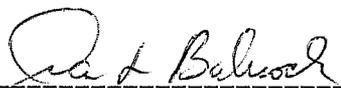
IN THE AMOUNT OF: \$878,311.00

APPROPRIATED BY:

WATER SEWER CAPITAL

ORD#2013-19 FOX HOLLOW LAKE WATERMAIN #6191319 \$791,410.00
ORD#2014-5 SUPP. FOX HOLLOW WATERMAIN #6191405 \$ 86,901.00

DATED THIS 22ND DAY OF AUGUST 2016,

BY 

DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

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

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

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

CORY L. STONER, *EXEC. VICE PRESIDENT*
NJ - P.E., NJ - C.M.E.,
PA - P.E.

MATTHEW J. MORRIS
NJ - L.L.A., NJ - P.P.

THOMAS G. KNUTELSKY, *ASSOCIATE*
NJ - P.E.

August 12, 2016
VIA E-MAIL

MEMORANDUM TO: Mrs. Debra Millikin, Newton Deputy Town Manager

FROM: David B. Simmons, Jr., P.E., L.S., C.M.E.

SUBJECT: **RECOMMENDATION OF AWARD**
Proposed Fox Hollow Lake Transmission Main Replacement in the Township of Sparta
For the Town of Newton
HPA No. 13-132

Dear Mrs. Millikin:

I have reviewed the seven (7) bids received on August 10, 2016 at 10:00 AM for the above referenced project and recommend the contract be awarded to Montana Construction Corp., Inc., 80 Constant Avenue, Lodi, New Jersey 07644, as follows:

| | |
|----------------------------|---------------------|
| BASE BID: | \$871,111.00 |
| ALTERNATE BID: | <u>\$ 7,200.00</u> |
| Total Award Amount: | \$878,311.00 |

This recommendation is based on the Reivax Contracting Corp.'s bid being withdrawn subsequent to the bid opening. (See enclosed fax dated August 10, 2016.)

Enclosed herewith please find the *Summary of Bids*.

Please note that the award of this contract should be made conditional upon U.S.D.A. approval.

Very truly yours,

David B. Simmons, Jr., P.E., L.S., C.M.E. for
HAROLD E. PELLOW & ASSOCIATES, INC.
Town of Newton Engineers

DBS:mac
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\13-132 - FOX HOLLOW TRANSMISSION MAIN REPLACEMENT\CONSTRUCTION\MILLIKIN1.DOC

Enclosures

cc: Via E-Mail
Terri Oswin, Newton Deputy Municipal Clerk/Assistant to Thomas S. Russo, Jr., Town Manager
Avo Kart P.E. – U.S.D.A. Rural Development

REIVAX CONTRACTING CORP.

356 Thomas Street
Newark, NJ 07114
Tel: (973) 817-5558
Fax: (973) 817-5559

August 10, 2016

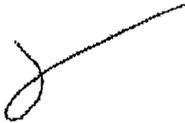
Town of Newton
39 Trinity Street,
Newton, NJ 07860

RE: Newton, NJ - Fox Hollow Lake Transmission Main Replacement

Attention Town Administrator & Town Clerk,

Reivax Contracting bid on the above mentioned project Wednesday August 10th, 2016. Due to a severe mathematical error, our bid price was significantly undervalued. This error poses grave financial danger to our company and would cause irreparable financial harm to Reivax Contracting should we proceed to complete this project. It is our intent to withdraw our bid for this project pursuant to N.J.S.A 40A:11-23.3.

Regards,



Xavier Pimenta
President and CEO

Harold E. Pellow and Associates, Inc.
 Consulting Engineers, Planners and Land Surveyors
 17 Plains Road
 Augusta, NJ 07822-2009
 Ph: (973) 948-6463; Fax: (973) 948-2916

SUMMARY OF BIDS

Project: Proposed Fox Hollow Lake Transmission Main Replacement
 In the Township of Sparta
Municipality (Owner): Town of Newton
County: Sussex

| | | |
|--|---|---|
| Reliav Contracting Corp. 356 Thomas Street Newark, NJ 07114 | Montana Construction Corp., Inc. 80 Constant Avenue Lodi, NJ 07644 | Ferraro Construction Corp. 5 Park Drive Franklin, NJ 07416 |
|--|---|---|

| Item # | BASE BID | Description | Quantity | Unit | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
|--------|----------|--|----------|------|-------------|--------------|-------------|--------------|-------------|--------------|------------|--------|
| 1 | | Mobilization | 100% | LS | \$9,733.00 | \$9,733.00 | \$30,000.00 | \$30,000.00 | \$67,118.00 | \$67,118.00 | | |
| 2 | | Clearing Site | 100% | LS | \$15,000.00 | \$15,000.00 | \$50,000.00 | \$50,000.00 | \$18,000.00 | \$18,000.00 | | |
| 3 | | Silt Fence | 100 | LF | \$1.00 | \$100.00 | \$15.00 | \$1,500.00 | \$12.00 | \$1,200.00 | | |
| 4 | | Floating Turbidity Barrier | 1,600 | LF | \$1.00 | \$1,600.00 | \$25.00 | \$40,000.00 | \$12.00 | \$19,200.00 | | |
| 5 | | Hay Bales, If & Where | 20 | Unit | \$1.00 | \$20.00 | \$12.00 | \$240.00 | \$12.00 | \$240.00 | | |
| 6 | | 20" HDPE SDR 9 | 1,440 | LF | \$160.00 | \$230,400.00 | \$425.00 | \$612,000.00 | \$445.00 | \$640,800.00 | | |
| 7 | | 20" HDPE Mechanical Joint Adapter | 2 | Unit | \$1,600.00 | \$3,200.00 | \$2,000.00 | \$4,000.00 | \$1,500.00 | \$3,000.00 | | |
| 8 | | Concrete Anchor Ballasts With Stainless Steel Nuts & Bolts | 144 | Unit | \$2,100.00 | \$302,400.00 | \$1,000.00 | \$144,000.00 | \$1,200.00 | \$172,800.00 | | |
| 9 | | Concrete Thrust Restraints | 22 | CY | \$500.00 | \$11,000.00 | \$700.00 | \$15,400.00 | \$750.00 | \$16,500.00 | | |
| 10 | | 3/4" Foundation Stone, If & Where | 40 | Ton | \$40.00 | \$1,600.00 | \$45.00 | \$1,800.00 | \$68.00 | \$2,720.00 | | |
| 11 | | Bankrun Gravel, If & Where | 20 | CY | \$90.00 | \$1,800.00 | \$35.00 | \$700.00 | \$68.00 | \$1,360.00 | | |
| 12 | | Test Holes, Unclassified Excavation, If & Where | 10 | CY | \$200.00 | \$2,000.00 | \$350.00 | \$3,500.00 | \$225.00 | \$2,250.00 | | |
| 13 | | Trench Repair | 75 | LF | \$35.00 | \$2,625.00 | \$30.00 | \$2,250.00 | \$56.00 | \$4,200.00 | | |
| 14 | | Lake Crossing Markers | 2 | Unit | \$1,700.00 | \$3,400.00 | \$1,000.00 | \$2,000.00 | \$4,200.00 | \$8,400.00 | | |
| 15 | | Sign | 1 | Unit | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$2,200.00 | \$2,200.00 | | |
| 16 | | Construction Layout | 100% | LS | \$7,200.00 | \$7,200.00 | \$30,000.00 | \$30,000.00 | \$25,000.00 | \$25,000.00 | | |
| 17 | | 10" Ductile Iron Watermain, Class 56, Double Cement Lined | 63 | LF | \$120.00 | \$7,560.00 | \$200.00 | \$12,600.00 | \$125.00 | \$7,875.00 | | |
| 18 | | 20" Ductile Iron Watermain, Class 56, Double Cement Lined | 4 | LF | \$170.00 | \$680.00 | \$240.00 | \$960.00 | \$1,200.00 | \$4,800.00 | | |
| 19 | | 10" M.J. Gate Valve With Valve Box & Cover | 2 | Unit | \$2,700.00 | \$5,400.00 | \$3,000.00 | \$6,000.00 | \$2,200.00 | \$4,400.00 | | |
| 20 | | 10" Dresser Coupling | 4 | Unit | \$1,100.00 | \$4,400.00 | \$500.00 | \$2,000.00 | \$350.00 | \$1,400.00 | | |
| 21 | | 10" 45° M.J. Cap, Including Thrust Block | 2 | Unit | \$900.00 | \$1,800.00 | \$300.00 | \$600.00 | \$350.00 | \$700.00 | | |
| 22 | | 10" 45° M.J. Bend, Including Thrust Block | 4 | Unit | \$1,000.00 | \$4,000.00 | \$350.00 | \$1,400.00 | \$320.00 | \$1,280.00 | | |
| 23 | | 20" Dresser Coupling | 2 | Unit | \$2,600.00 | \$5,200.00 | \$1,350.00 | \$2,700.00 | \$1,100.00 | \$2,200.00 | | |
| 24 | | 20" x 10" M.J. Reducer With Thrust Block | 2 | Unit | \$1,900.00 | \$3,800.00 | \$1,700.00 | \$3,400.00 | \$950.00 | \$1,900.00 | | |

Total Estimated Cost of Construction (Base Bid) Carried Forward to Next Page:


 (Engineer)

Harold E. Pellow and Associates, Inc.
 Consulting Engineers, Planners and Land Surveyors
 17 Plains Road
 Augusta, NJ 07822-2009
 Ph: (973) 948-6463; Fax: (973) 948-2916

SUMMARY OF BIDS

Project: Proposed Fox Hollow Lake Transmission Main Replacement
 In the Township of Sparta

Municipality (Owner): Town of Newton

County: Sussex

| Relvax Contracting Corp. | | Montana Construction Corp. Inc. | | Ferraro Construction Corp. | |
|--------------------------|------------------|---------------------------------|----------------|----------------------------|--------------------|
| Contractor Name | Street Address | Contractor Name | Street Address | Contractor Name | Street Address |
| 356 Thomas Street | Newark, NJ 07114 | 80 Constant Avenue | Lodi, NJ 07644 | 5 Park Drive | Franklin, NJ 07416 |

| Item # | Description | Quantity | Unit | ENGINEER'S ESTIMATE | City | State/Zip | Unit Price | Amount | City | State/Zip | Unit Price | Amount | City | State/Zip | Unit Price | Amount |
|---|---|----------|------|---------------------|------|-----------|-------------|---------------------|------|-----------|-------------|---------------------|------|-----------|-------------|-----------------------|
| BASE BID - Brought Forward | | | | | | | | | | | | | | | | |
| 25 | 2" Coporation Stop | 2 | Unit | \$300.00 | | | \$400.00 | \$800.00 | | | \$420.00 | \$840.00 | | | | |
| 26 | 2" Type "K" Copper Water Service Tubing | 40 | LF | \$60.00 | | | \$20.00 | \$800.00 | | | \$125.00 | \$5,000.00 | | | \$56.00 | \$2,240.00 |
| 27 | 2" Curb Stop | 2 | Unit | \$301.00 | | | \$500.00 | \$1,000.00 | | | \$600.00 | \$1,200.00 | | | \$520.00 | \$1,040.00 |
| 28 | 2" Curb Box, 5' High | 2 | Unit | \$100.00 | | | \$300.00 | \$600.00 | | | \$100.00 | \$200.00 | | | \$180.00 | \$360.00 |
| 29 | Concrete Sand Bedding | 20 | CY | \$51.00 | | | \$60.00 | \$1,200.00 | | | \$45.00 | \$900.00 | | | \$58.00 | \$1,160.00 |
| 30 | Trench Excavation & Backfill | 63 | LF | \$140.00 | | | \$40.00 | \$2,520.00 | | | \$80.00 | \$5,040.00 | | | \$58.00 | \$3,654.00 |
| 31 | Rock Excavation in Waterline Trench, If & Where | 20 | CY | \$300.00 | | | \$300.00 | \$6,000.00 | | | \$100.00 | \$2,000.00 | | | \$225.00 | \$4,500.00 |
| 32 | Class "C" Concrete Encasement, If & Where | 10 | CY | \$100.00 | | | \$900.00 | \$9,000.00 | | | \$250.00 | \$2,500.00 | | | \$350.00 | \$3,500.00 |
| 33 | Snow Fence, If & Where | 100 | LF | \$20.00 | | | \$2.00 | \$200.00 | | | \$2.00 | \$200.00 | | | \$15.00 | \$1,500.00 |
| 34 | Cofferdam | 100% | LS | \$20,000.00 | | | \$60,000.00 | \$60,000.00 | | | \$14,821.00 | \$14,821.00 | | | \$14,000.00 | \$14,000.00 |
| TOTAL ESTIMATED COST OF CONSTRUCTION (BASE BID): | | | | | | | | \$708,038.00 | | | | \$871,111.00 | | | | \$1,042,337.00 |

| Item # | Description | Quantity | Unit | ENGINEER'S ESTIMATE | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
|---|--|----------|------|---------------------|------------|-------------------|------------|-------------------|------------|--------------------|
| ALTERNATE BID | | | | | | | | | | |
| 1A | Acer Rubrum - Red Maple, 2" to 2-1/2" Caliper | 7 | Unit | \$360.00 | \$400.00 | \$2,800.00 | \$300.00 | \$2,100.00 | \$480.00 | \$3,360.00 |
| 2A | Acer Saccharum - Sugar Maple, 2" to 2-1/2" Caliper | 6 | Unit | \$300.00 | \$400.00 | \$2,400.00 | \$300.00 | \$1,800.00 | \$585.00 | \$3,510.00 |
| 3A | Quercus Alba - White Oak, 2" to 2-1/2" Caliper | 4 | Unit | \$300.00 | \$400.00 | \$1,600.00 | \$300.00 | \$1,200.00 | \$510.00 | \$2,040.00 |
| 4A | Quercus Palustris - Pin Oak, 2" to 2-1/2" Caliper | 7 | Unit | \$300.00 | \$400.00 | \$2,800.00 | \$300.00 | \$2,100.00 | \$510.00 | \$3,570.00 |
| TOTAL ESTIMATED COST OF CONSTRUCTION (ALT. BID): | | | | | | \$9,600.00 | | \$7,200.00 | | \$12,480.00 |


 (Engineer)

Harold E. Pellow and Associates, Inc.
 Consulting Engineers, Planners and Land Surveyors
 17 Plains Road
 Augusta, NJ 07822-2009
 Ph: (973) 948-6463; Fax: (973) 948-2916

SUMMARY OF BIDS

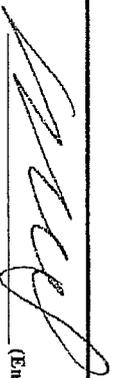
Project: Proposed Fox Hollow Lake Transmission Main Replacement
 In the Township of Sparta

Municipality (Owner): Town of Newton

County: Sussex

| Item # | Description | Quantity | Unit | BIDDER | | City | State/Zip | Amount | Unit Price | City | State/Zip | Amount | Unit Price | City | State/Zip | |
|-----------------|--|----------|------|-----------------|-------------|------|-----------|-------------|--------------|------|-----------|--------------|--------------|------|-----------|--------------|
| | | | | Estimated Price | Amended | | | | | | | | | | | |
| BASE BID | | | | | | | | | | | | | | | | |
| 1 | Mobilization | 100% | LS | \$14,000.00 | \$14,000.00 | | | \$52,200.00 | \$20,000.00 | | | \$20,000.00 | \$108,000.00 | | | \$108,000.00 |
| 2 | Clearing Site | 100% | LS | \$1,000.00 | \$1,000.00 | | | \$14,202.00 | \$30,000.00 | | | \$30,000.00 | \$15,000.00 | | | \$15,000.00 |
| 3 | Silt Fence | 100 | LF | \$2.50 | \$2,500.00 | | | \$5.00 | \$5.00 | | | \$500.00 | \$5.00 | | | \$500.00 |
| 4 | Floating Turbidity Barrier | 1,600 | LF | \$1.00 | \$1,600.00 | | | \$18.00 | \$28,800.00 | | | \$20.00 | \$32,000.00 | | | \$24,000.00 |
| 5 | Fly Bales If & Where | 20 | Unit | \$25.00 | \$500.00 | | | \$25.00 | \$500.00 | | | \$200.00 | \$7.00 | | | \$140.00 |
| 6 | 20" HDPE SDR 9 | 1,440 | LF | \$5.50 | \$7,920.00 | | | \$556.00 | \$800,640.00 | | | \$432,000.00 | \$650.00 | | | \$936,000.00 |
| 7 | 20" HDPE Mechanical Joint Adapter | 2 | Unit | \$3,900.00 | \$7,800.00 | | | \$1,250.00 | \$2,500.00 | | | \$5,000.00 | \$3,000.00 | | | \$6,000.00 |
| 8 | Concrete Anchor Ballasts With Stainless Steel Nuts & Bolts | 144 | Unit | \$7.00 | \$1,008.00 | | | \$550.00 | \$79,200.00 | | | \$432,000.00 | \$590.00 | | | \$84,960.00 |
| 9 | Concrete Thrust Restraints | 22 | CY | \$20.00 | \$440.00 | | | \$750.00 | \$16,500.00 | | | \$1,300.00 | \$28,600.00 | | | \$17,600.00 |
| 10 | 3/4" Foundation Stone, If & Where | 40 | Ton | \$25.00 | \$1,000.00 | | | \$65.00 | \$2,600.00 | | | \$30.00 | \$1,200.00 | | | \$1,200.00 |
| 11 | Bankrun Gravel, If & Where | 20 | CY | \$5.00 | \$1,000.00 | | | \$65.00 | \$1,300.00 | | | \$40.00 | \$800.00 | | | \$600.00 |
| 12 | Test Holes, Unclassified Excavation, If & Where | 10 | CY | \$10.00 | \$1,000.00 | | | \$150.00 | \$1,500.00 | | | \$250.00 | \$2,500.00 | | | \$3,000.00 |
| 13 | Trench Repair | 75 | LF | \$20.00 | \$1,500.00 | | | \$100.00 | \$7,500.00 | | | \$7,500.00 | \$1.00 | | | \$75.00 |
| 14 | Lake Crossing Markers | 2 | Unit | \$500.00 | \$1,000.00 | | | \$1,000.00 | \$2,000.00 | | | \$5,000.00 | \$500.00 | | | \$1,000.00 |
| 15 | Sign | 1 | Unit | \$2,000.00 | \$2,000.00 | | | \$2,000.00 | \$2,000.00 | | | \$1,500.00 | \$1,250.00 | | | \$1,250.00 |
| 16 | Construction Layout | 100% | LS | \$10,000.00 | \$10,000.00 | | | \$51,750.00 | \$51,750.00 | | | \$90,000.00 | \$45,000.00 | | | \$45,000.00 |
| 17 | 10" Ductile Iron Watermain, Class 56, Double Cement Lined | 63 | LF | \$40.00 | \$2,520.00 | | | \$500.00 | \$31,500.00 | | | \$200.00 | \$12,600.00 | | | \$6,300.00 |
| 18 | 20" Ductile Iron Watermain, Class 56, Double Cement Lined | 4 | LF | \$5,500.00 | \$22,000.00 | | | \$2,400.00 | \$9,600.00 | | | \$500.00 | \$2,000.00 | | | \$2,000.00 |
| 19 | 10" M.J. Gate Valve With Valve Box & Cover | 2 | Unit | \$1,000.00 | \$2,000.00 | | | \$2,000.00 | \$4,000.00 | | | \$10,000.00 | \$1,500.00 | | | \$3,000.00 |
| 20 | 10" Dresser Coupling | 4 | Unit | \$50.00 | \$200.00 | | | \$350.00 | \$1,400.00 | | | \$6,000.00 | \$2,400.00 | | | \$2,000.00 |
| 21 | 10" 45° M.J. Cap, Including Thrust Block | 2 | Unit | \$70.00 | \$140.00 | | | \$225.00 | \$450.00 | | | \$4,000.00 | \$150.00 | | | \$300.00 |
| 22 | 10" 45° M.J. Bend, Including Thrust Block | 4 | Unit | \$1,000.00 | \$4,000.00 | | | \$425.00 | \$1,700.00 | | | \$3,000.00 | \$225.00 | | | \$900.00 |
| 23 | 20" Dresser Coupling | 2 | Unit | \$3,000.00 | \$6,000.00 | | | \$1,500.00 | \$3,000.00 | | | \$10,000.00 | \$20,000.00 | | | \$2,000.00 |
| 24 | 20" x 10" M.J. Reducer With Thrust Block | 2 | Unit | \$1,000.00 | \$2,000.00 | | | \$2,250.00 | \$4,500.00 | | | \$15,000.00 | \$30,000.00 | | | \$2,000.00 |

Total Estimated Cost of Construction (Base Bid) Carried Forward to Next Page:


 (Engineer)

Harold E. Fellow and Associates, Inc.
 Consulting Engineers, Planners and Land Surveyors
 17 Plains Road
 Augusta, NJ 07822-2009
 Ph: (973) 948-6463; Fax: (973) 948-2916

SUMMARY OF BIDS

Project: Proposed Fox Hollow Lake Transmission Main Replacement
 In the Township of Sparta

Municipality (Owner): Town of Newton

County: Sussex

J. Fletcher Creamer & Son, Inc.
 Contractor Name
 101 E. Broadway
 Street Address
 Hackensack, NJ 07601

Underground Utilities Corp.
 Contractor Name
 711 Commerce Road
 Street Address
 Linden, NJ 07036

Kmetz, Inc.
 Contractor Name
 10 Fresh Ponds Road
 Street Address
 East Brunswick, NJ 08816

| Item # | Description | Quantity | Unit | Unit Price | Amount | City | State/Zip | Unit Price | Amount | City | State/Zip | Unit Price | Amount |
|---|---|----------|------|-------------|--------------------|------|-----------|-----------------------|-------------|------|-----------|-----------------------|-----------------------|
| BASE BID - Brought Forward | | | | | | | | | | | | | |
| 25 | 2" Compaction Stop | 2 | Unit | \$500.00 | \$1,000.00 | | | \$250.00 | \$500.00 | | | \$250.00 | \$500.00 |
| 26 | 2" Type "K" Copper Water Service Tubing | 40 | LF | \$45.00 | \$1,800.00 | | | \$60.00 | \$2,400.00 | | | \$15.00 | \$600.00 |
| 27 | 2" Cutb Stop | 2 | Unit | \$500.00 | \$1,000.00 | | | \$500.00 | \$1,000.00 | | | \$100.00 | \$200.00 |
| 28 | 2" Cutb Box, 5' High | 2 | Unit | \$500.00 | \$1,000.00 | | | \$150.00 | \$300.00 | | | \$100.00 | \$200.00 |
| 29 | Concrete Sand Bedding | 20 | CY | \$40.00 | \$800.00 | | | \$90.00 | \$1,800.00 | | | \$45.00 | \$900.00 |
| 30 | Trench Excavation & Backfill | 63 | LF | \$1,200.00 | \$75,600.00 | | | \$25.00 | \$1,575.00 | | | \$1.00 | \$63.00 |
| 31 | Rock Excavation in Waterline Trench, If & Where | 20 | CY | \$70.00 | \$1,400.00 | | | \$70.00 | \$1,400.00 | | | \$50.00 | \$1,000.00 |
| 32 | Class "C" Concrete Encasement, If & Where | 10 | CY | \$170.00 | \$1,700.00 | | | \$175.00 | \$1,750.00 | | | \$250.00 | \$2,500.00 |
| 33 | Snow Fence, If & Where | 100 | LF | \$5.00 | \$500.00 | | | \$5.00 | \$500.00 | | | \$3.00 | \$300.00 |
| 34 | Cofferdam | 100% | LS | \$25,000.00 | \$25,000.00 | | | \$25,000.00 | \$25,000.00 | | | \$1.00 | \$1.00 |
| TOTAL ESTIMATED COST OF CONSTRUCTION (BASE BID): | | | | | \$87,100.00 | | | \$1,168,667.00 | | | | \$1,272,273.00 | \$1,278,089.00 |

| Item # | Description | Quantity | Unit | Unit Price | Amount | City | State/Zip | Unit Price | Amount | City | State/Zip | Unit Price | Amount |
|---|--|----------|------|------------|--------------------|------|-----------|--------------------|-------------------|------|-----------|------------|------------|
| ALTERNATE BID | | | | | | | | | | | | | |
| 1A | Acer Rubrum - Red Maple, 2" to 2-1/2" Caliper | 7 | Unit | \$500.00 | \$4,900.00 | | | \$700.00 | \$4,900.00 | | | \$400.00 | \$2,800.00 |
| 2A | Acer Saccharum - Sugar Maple, 2" to 2-1/2" Caliper | 6 | Unit | \$700.00 | \$4,200.00 | | | \$700.00 | \$4,200.00 | | | \$400.00 | \$2,400.00 |
| 3A | Quercus Alba - White Oak, 2" to 2-1/2" Caliper | 4 | Unit | \$500.00 | \$2,000.00 | | | \$700.00 | \$2,800.00 | | | \$400.00 | \$1,600.00 |
| 4A | Quercus Palustris - Pin Oak, 2" to 2-1/2" Caliper | 7 | Unit | \$500.00 | \$4,900.00 | | | \$700.00 | \$4,900.00 | | | \$400.00 | \$2,800.00 |
| TOTAL ESTIMATED COST OF CONSTRUCTION (ALT. BID): | | | | | \$16,800.00 | | | \$12,000.00 | \$9,600.00 | | | | |


 (Engineer)

Harold E. Pellow and Associates, Inc.
 Consulting Engineers, Planners and Land Surveyors
 17 Plains Road
 Augusta, NJ 07822-2009
 Ph: (973) 948-6463; Fax: (973) 948-2916

SUMMARY OF BIDS

Project: Proposed Fox Hollow Lake Transmission Main Replacement
Municipality (Owner): Town of Newton
County: Sussex

Contractor Name: Waterware Corporation
City: Philadelphia, PA 19125
State/Zip: PA 19125

| Item # | BASE BID Description | Quantity | Unit | ESTIMATED AMOUNT | Unit Price | Amount |
|--------|--|----------|------|------------------|--------------|--------------|
| 1 | Mobilization | 100% | LS | \$10,990.00 | \$129,121.00 | \$129,121.00 |
| 2 | Cleaning Site | 100% | LS | \$1,993.00 | \$4,993.00 | \$4,993.00 |
| 3 | Site Fence | 100 | LF | \$24.00 | \$2,400.00 | \$2,400.00 |
| 4 | Floating Turbidity Barrier | 1,600 | LF | \$91.00 | \$145,600.00 | \$145,600.00 |
| 5 | Hay Bales, If & Where | 20 | Unit | \$127.00 | \$2,540.00 | \$2,540.00 |
| 6 | 20" HDPE SDR 9 | 1,440 | LF | \$328.00 | \$472,320.00 | \$472,320.00 |
| 7 | 20" HDPE Mechanical Joint Adapter | 2 | Unit | \$1,157.00 | \$2,314.00 | \$2,314.00 |
| 8 | Concrete Anchor Ballasts With Stainless Steel Nuts & Bolts | 144 | Unit | \$419.00 | \$60,336.00 | \$60,336.00 |
| 9 | Concrete Thrust Restraints | 22 | CY | \$2,047.00 | \$45,034.00 | \$45,034.00 |
| 10 | 3/4" Foundation Stone, If & Where | 40 | Ton | \$76.00 | \$3,040.00 | \$3,040.00 |
| 11 | Bankrun Gravel, If & Where | 20 | CY | \$129.00 | \$2,580.00 | \$2,580.00 |
| 12 | Test Holes, Unclassified Excavation, If & Where | 10 | CY | \$866.00 | \$8,660.00 | \$8,660.00 |
| 13 | Trench Repair | 75 | LF | \$228.00 | \$17,100.00 | \$17,100.00 |
| 14 | Lake Crossing Markers | 2 | Unit | \$1,699.00 | \$3,398.00 | \$3,398.00 |
| 15 | Sign | 1 | Unit | \$2,814.00 | \$2,814.00 | \$2,814.00 |
| 16 | Construction Layout | 100% | LS | \$27,719.00 | \$27,719.00 | \$27,719.00 |
| 17 | 10" Ductile Iron Watermain, Class 56, Double Cement Lined | 63 | LF | \$77.00 | \$4,851.00 | \$4,851.00 |
| 18 | 20" Ductile Iron Watermain, Class 56, Double Cement Lined | 4 | LF | \$587.00 | \$2,348.00 | \$2,348.00 |
| 19 | 10" M.J. Gate Valve With Valve Box & Cover | 2 | Unit | \$3,017.00 | \$6,034.00 | \$6,034.00 |
| 20 | 10" Dresser Coupling | 4 | Unit | \$1,085.00 | \$4,340.00 | \$4,340.00 |
| 21 | 10" 45° M.J. Cap, Including Thrust Block | 2 | Unit | \$1,605.00 | \$3,210.00 | \$3,210.00 |
| 22 | 10" 45° M.J. Bend, Including Thrust Block | 4 | Unit | \$1,495.00 | \$5,980.00 | \$5,980.00 |
| 23 | 20" Dresser Coupling | 2 | Unit | \$2,195.00 | \$4,390.00 | \$4,390.00 |
| 24 | 20" x 10" M.J. Reducer With Thrust Block | 2 | Unit | \$3,036.00 | \$6,072.00 | \$6,072.00 |

Total Estimated Cost of Construction (Base Bid) Carried Forward to Next Page:

I hereby certify that this is a true copy of the bids received on August 10, 2016 at 10:00 AM. Page 5 of 6


 (Engineer)

Harold E. Pellow and Associates, Inc.
 Consulting Engineers, Planners and Land Surveyors
 17 Plains Road
 Augusta, NJ 07822-2009
 Ph: (973) 948-6463; Fax: (973) 948-2916

SUMMARY OF BIDS

Project: Proposed Fox Hollow Lake Transmission Main Replacement
 In the Township of Sparta

Municipality (Owner): Township of Newton

County: Sussex

Waterware Corporation

Contractor Name

P.O. Box 3609

Street Address

Philadelphia, PA 19125

City

State/Zip

| Item # | Description | Quantity | Unit | Unit Price | Amount |
|---|---|----------|------|--------------|-----------------------|
| 25 | BASE BID - Brought Forward | | | | |
| 25 | 2" Corportion Stop | 2 | Unit | \$1,080.00 | \$2,160.00 |
| 26 | 2" Type "K" Copper Water Service Tubing | 40 | LF | \$53.00 | \$2,120.00 |
| 27 | 2" Curb Stop | 2 | Unit | \$1,189.00 | \$2,378.00 |
| 28 | 2" Curb Box, 5' High | 2 | Unit | \$940.00 | \$1,880.00 |
| 29 | Concrete Sand Bedding | 20 | CY | \$141.00 | \$2,820.00 |
| 30 | Trench Excavation & Backfill | 63 | LF | \$1,233.00 | \$77,679.00 |
| 31 | Rock Excavation in Waterline Trench, If & Where | 20 | CY | \$960.00 | \$19,200.00 |
| 32 | Class "C" Concrete Encasement, If & Where | 10 | CY | \$772.00 | \$7,720.00 |
| 33 | Snow Fence, If & Where | 100 | LF | \$26.00 | \$2,600.00 |
| 34 | Cofferdam | 100% | LS | \$204,616.00 | \$204,616.00 |
| TOTAL ESTIMATED COST OF CONSTRUCTION (BASE BID): | | | | | \$1,290,367.00 |

| Item # | Description | Quantity | Unit | Unit Price | Amount |
|---|--|----------|------|------------|---------------|
| ALTERNATE BID | | | | | |
| 1A | Acer Rubrum - Red Maple, 2" to 2-1/2" Caliper | 7 | Unit | \$0.00 | \$0.00 |
| 2A | Acer Saccharum - Sugar Maple, 2" to 2-1/2" Caliper | 6 | Unit | \$0.00 | \$0.00 |
| 3A | Quercus Alba - White Oak, 2" to 2-1/2" Caliper | 4 | Unit | \$0.00 | \$0.00 |
| 4A | Quercus Palustris - Pin Oak, 2" to 2-1/2" Caliper | 7 | Unit | \$0.00 | \$0.00 |
| TOTAL ESTIMATED COST OF CONSTRUCTION (ALT. BID): | | | | | \$0.00 |

I hereby certify that this is a true copy of the bids received on August 10, 2016 at 10:00 AM.

Page 6 of 6


 (Engineer)



TOWN OF NEWTON
RESOLUTION #143-2016

August 22, 2016

**“Resolution Approving Developer’s Agreement
with Newton Town Centre Urban Renewal
Associates, L.P.”**

WHEREAS, Newton Town Centre Urban Renewal Associates, L.P. obtained approval for use and bulk variances and preliminary and final site plan approval for property located at Block 8.05, Lots 4, 7, 8, and 9 as shown on the Tax Map of the Town of Newton, located at the corner of Spring Street, Union Place and Trinity Street, Newton, New Jersey; and

WHEREAS, preliminary site plan approval was memorialized by Resolution of the Town of Newton Planning Board dated July 17, 2013 and final site plan approval was memorialized by Resolution of the Town of Newton Planning Board dated January 21, 2015; and

WHEREAS, the approvals are generally for a mixed-use residential building, with parking, commercial/retail space and a community center, and 64 age-restricted affordable residential apartments plus one Superintendent apartment; and

WHEREAS, as part of the approvals Newton Town Centre Urban Renewal Associates, L.P. is required to enter into a Developer’s Agreement with the Town of Newton; and

WHEREAS, the Town of Newton and Newton Town Centre Urban Renewal Associates, L.P. have negotiated a Developer’s Agreement, a true copy of which is attached to this Resolution as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, that:

1. The Developer’s Agreement between the Town of Newton and Newton Town Centre Urban Renewal Associates, L.P. attached to this Resolution is hereby approved, and the Mayor and Municipal Clerk are authorized to sign the Developer’s Agreement.
2. Approval of the Developer’s Agreement is conditioned on Newton Town Centre Urban Renewal Associates, L.P. recording a copy of the Developer’s Agreement with the Sussex County Clerk’s Office at Newton Town Centre Urban Renewal Associates, L.P.’s sole cost and expense.
3. This Resolution shall take effect immediately; however, it shall be void and of no effect in the event that any one or more of the conditions contained in this Resolution are not met by Newton Town Centre Urban Renewal Associates, L.P.

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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #144-2016

August 22, 2016

“Resolution Authorizing the Execution of a Community Service Contribution Agreement Between the Town of Newton and AHS Hospital Corp./Newton Medical Center”

WHEREAS, the Town of Newton ("Town") and AHS Hospital Corp./Newton Medical Center ("Newton Medical Center") have negotiated a Community Service Contribution Agreement with respect to Property known and designated as Block 1.01, Lot 4 (175 High Street) in the Town of Newton ("Agreement"); and

WHEREAS, the Town desires to authorize the execution of the Agreement subsequent to its execution by Newton Medical Center;

NOW, THEREFORE BE IT RESOLVED, that all terms and conditions of a certain Community Service Agreement by and between the Town of Newton and AHS Hospital Corp./Newton Medical Center are hereby approved, ratified and confirmed by the Town of Newton; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute said Agreement subsequent to its execution by Newton Medical Center and, together with other appropriate officers and employees of the Town, are hereby authorized and directed to take all steps necessary to effectuate the purposes of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk

**COMMUNITY SERVICE CONTRIBUTION AGREEMENT
BETWEEN
AHS HOSPITAL CORP./NEWTON MEDICAL CENTER
AND
THE TOWN OF NEWTON**

This COMMUNITY SERVICE CONTRIBUTION AGREEMENT (this "Agreement"), dated August 22, 2016, is by and between **AHS HOSPITAL CORP./NEWTON MEDICAL CENTER**, a nonprofit corporation under Title 15 of the New Jersey Statutes, having its principal office at 175 High Street, Newton, NJ 07860 ("AHS"), and **THE TOWN OF NEWTON**, a municipal corporation of the State of New Jersey, having an office at 39 Trinity Street, Newton, NJ 07860 (the "Town").

RECITALS

WHEREAS, AHS owns certain property in the Town identified as Block 1.01, Lot 4, 175 High Street, on the Tax Map of the Town, which property and improvements thereon comprise AHS's main hospital campus (collectively, the "Property"); and

WHEREAS, the Property is exempt from taxation for the tax year 2016 pursuant to N.J.S.A. 54:4-3.6; and

WHEREAS, notwithstanding the Property's exemption from taxation, in recognition of the public safety services provided by the Town that benefit the Property and its occupants, and, more particularly, to offset some of the costs incurred by the Town to provide such public safety services during tax years 2016 through 2020, AHS desires to make a community service contribution to the Town, subject to the terms and conditions set forth under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, the parties hereto hereby agree as follows:

1. The recitals set forth above are made part of this Agreement.
2. For tax years 2016 through 2020, AHS will make a community service contribution towards public safety services that benefit the Property and its occupants in an amount of \$135,050 annually. This community service contribution will be based on a Licensed-Bed Contribution as defined in Paragraphs 3 through 6 below.
3. A community service contribution in the amount of \$135,050 annually will be paid for public safety services provided by the Town during tax years 2016 through 2020 that benefit the Property and its occupants. This community service contribution (hereinafter referred to as the "Licensed-Bed Contribution") is equivalent to the licensed-bed community service contribution presented to the New Jersey Legislature during the 2014-2015 Legislative Session in the form of Senate Bill No. 3299 and Assembly Bill No. 4903. This community service contribution is determined in accordance with the formula proposed in the bills: it equals \$2.50 a day for each licensed acute care bed at the Property ($\$2.50 \times 148 \text{ beds} \times 365 \text{ days}$). Further, for the tax year 2017 and each year thereafter, the community service contribution in the amount of \$135,050 shall increase by 2% over the prior tax year's community service contribution.
4. In the event the applicable real property tax exemption provision for not for profit hospitals pursuant to N.J.S.A. 54:4-3.6 is amended and/or replaced by legislation enacted subsequent to the date of this Agreement (the "Legislation") and, as a result of the Legislation, the total net revenue to the Town, including the payment of any municipal share of taxes

(excluding school and county tax shares) on any assessment on the Property and any community service contribution, resulting from said Legislation, will exceed the amounts to be paid pursuant to this Agreement for the years 2016 to 2020, then and in that event AHS agrees to pay to the Town the greater sum due to the Town. In other words, AHS shall be required to pay the greater sum due to the Town notwithstanding any Legislation applicable to not for profit hospitals seeking real property exemptions in New Jersey. In the event the greater sum is the amount due to the Town as a result of this Agreement, the Town waives any right to collect any amount provided for as a result of the Legislation.

5. The parties agree that should AHS be obligated to pay a community service contribution or any property tax or similar assessment in connection with the Property for tax years 2016 through 2020, whether based upon the number of licensed acute care beds or otherwise, and whether the result of the Legislation, or a challenge to the property tax exemption applicable to the Property or otherwise, such obligation of AHS will be reduced by the aggregate amount of the community service contribution AHS agrees to pay under this Agreement.

6. For the years 2017 through 2020, the Licensed-Bed Contribution will be paid in four equal installments on February 1, May 1, August 1 and November 1 of each tax year. The first three installments for the year 2016 shall be paid within thirty (30) days after the execution and delivery of this Agreement, and the remaining installment shall be paid on November 1, 2016. Should the Licensed-Bed Contribution be increased in accordance with the penultimate sentence of Paragraph 4 above, then the remaining installments due under this Paragraph will be adjusted equally to effect payment of the increased amount.

7. Within fourteen (14) days of execution of this Agreement, the Town will withdraw any pending tax appeals in regard to Block 1.01, Lot 4, 175 High Street, Newton, New Jersey, and the Town will not initiate or in any way support a challenge to the tax exempt status of the Property for tax years 2016 through 2020. AHS will simultaneously withdraw any Answer and Counterclaim in regard to any pending tax appeals in regard to Block 1.01, Lot 4, 175 High Street, Newton, New Jersey.

8. Nothing contained in this Agreement shall be interpreted to interfere with the Constitutional and statutory authority of the Tax Assessor concerning the assessment and tax exempt status of the Property, including, but not limited to, the obligation to impose added and omitted assessments as required by law.

9. If a challenge to the legal enforceability of any paragraph of this Agreement is raised by any third party, AHS agrees to indemnify the Town, defend this Agreement, and pay any and all reasonable legal fees, costs and expenses incurred by the Town and the Town agrees to cooperate in the defense of the terms and provisions of the Agreement.

10. AHS agrees to provide the following Community Health and Community Benefit Work and Service to the Town, which work and services will be implemented in 2016 and continue for five (5) years and thereafter as agreed to by the parties:

a) Needs Assessment. AHS will assist the Town by providing the staff resources and funding reasonably necessary to support a triennial community health needs assessment process, which will be led by the Town and include representatives of AHS and other community-based health and human services organizations in the Town, identified by the Town and AHS (collectively, the "Participants"). AHS will also support the Participants in developing

an implementation plan that prioritizes the community health needs and identifies those actions and interventions to be taken by the Participants to address those needs. AHS will work with the Town and the other Participants to publicize the findings of the needs assessment and the actions being taken in the implementation of the plan, and to measure and report at least annually on progress made on the actions and interventions undertaken by the Participants.

b) Life Safety and Security. AHS will meet annually with representatives of the Newton Town Manager's Office, Newton Police Department, Newton Fire Department, and Newton Volunteer First Aid Squad, to formulate and promote collaborative efforts, actions and training to insure community life safety and security measures.

c) Community and Economic Development. AHS will work with the Newton Town Manager's Office and other appropriate community representatives designated by the Town Manager to promote desirable community and economic development.

11. Any notices, statements, demands, consents, approvals or other communications required or permitted to be given or to be served upon either party hereto in connection with this Agreement, must be in writing and must be delivered personally, sent by a nationally recognized overnight delivery service or sent by United States certified or registered mail, return receipt requested, and will be deemed to have been given and received on the day delivered personally, or on the first business day after the day it is dispatched to a nationally recognized overnight delivery service, or on third business day after so mail. Such notice must be given to the parties at their following respective addresses or at such other address as either party may hereafter designate to the other party in writing in the manner herein above provided:

If to AHS: Atlantic Health System, Inc.
Southgate Office Complex

475 South Street
P.O. Box 1905
Morristown, NJ 07962-1905
Attention: Sheilah O'Halloran
Vice President, Legal Affairs
and General Counsel

and

Susan A. Feeney, Esq.
McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102

If to Town: Town of Newton
39 Trinity Street
Newton, NJ 07860
Attention: Town Manager

12. This Agreement is binding upon the successors and assigns of any and all of the parties hereto.

13. This Agreement may not be amended in any fashion except by an instrument in writing signed by all of the parties hereto.

14. During the first quarter of the 2020 tax year, the parties agree to meet and discuss the terms of a continued community service contribution by AHS to the Town for the municipal services provided by and expenses incurred by the Town as a result of Newton Medical Center, and any successor medical center being located in the Town.

15. This Agreement will remain in effect for the years 2016 through 2020 unless it is amended or terminated by mutual agreement of the parties hereto.

16. This Agreement may be signed in counterparts, each of which will be deemed an original.

17. Except as otherwise provided in this Agreement, this Agreement constitutes the entire agreement of the AHS and the Town with respect to the subject matter hereof and supersedes any and all prior written or oral understandings, negotiations and agreements.

18. This Agreement was jointly drafted by AHS and the Town and the language of this Agreement shall in all cases be construed as a whole according to its meaning and not strictly for or against any of the parties.

19. AHS and the Town agree to execute or cause its counsel to execute any additional documents and take any further action, which may reasonably be required to consummate this Agreement.

20. The Parties agree to resolve any dispute between them in reference to this Agreement in the Tax Court and either Party may apply to the Tax Court by motion or other appropriate proceeding to enforce this Agreement.

21. If any payment hereunder shall not be made within forty-five (45) days from the date when the same shall be paid, or in the event of a breach by AHS, the Town shall have the option to cancel the Agreement.

22. This Agreement shall be construed under the laws of the State of New Jersey as may be amended.

23. The failure of either party to insist upon strict performance of the terms and conditions of this Agreement shall not be construed as a waiver of any such term or condition, but the same shall be and remain in full force and effect, unless amended in writing.

24. Should any provision of this Agreement be found to be unenforceable, void or contrary to public policy by a court of competent jurisdiction in the form of a final judgment,

then said provision shall be deleted from this Agreement. Such deletion, however, shall not affect the remaining provisions of this Agreement which shall remain in effect, unless the intent or purposes of the Agreement are frustrated by such deletion.

25. If a press release is required in response to press inquiries, any such release will be a joint statement agreed to by the parties.

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

ATTEST:

AHS HOSPITAL CORP./NEWTON MEDICAL
CENTER

By: _____

THE TOWN OF NEWTON

By: _____



TOWN OF NEWTON

RESOLUTION #145-2016

August 22, 2016

“Concur with the Town Manager’s Appointment of School Crossing Guards”

WHEREAS, New Jersey Statute 40A:9-154.1 states *“The governing body, or the chief executive, or the chief administrative officer, as appropriate to the form of government of any municipality, may appoint adult school crossing guards for terms not exceeding one year...”*;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body concurs with the Town Manager’s appointment of the following individuals as School Crossing Guards for the 2016-2017 school year:

Deborah A. Alger

Carol E. Blanchard

June Bowne

Carolyn Dippel

Elizabeth Francis

Nuell Higgins

Peter J. Kays

Gleanord I. Kinney

Debra McCarty

Karen Mokrzycki

Charles Reynolds

Janet Simpson

Wallace “Hank” Smith

Ruth Stang

Steven A. Stoll

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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #146-2016

August 22, 2016

“Approving an Agreement for Payment in Lieu of Taxes Between the Town of Newton and Sussex County Habitat for Humanity”

WHEREAS, Sussex County Habitat for Humanity, a non-profit entity, has received approval from the Town of Newton Planning Board to construct a building within the Town of Newton on a site located at 82 Mount View Street, Block 19.05, Lot 33 (formerly Block 1306, Lot 17.01) on the Tax Maps of the Town of Newton to be used as an office and for the storage of building materials and supplies for its mission of providing affordable housing; and

WHEREAS, as a condition of the approval Sussex County Habitat for Humanity has agreed to enter into the attached Agreement for Payment In Lieu of Taxes (“Agreement”) in which the Town agrees to accept payment in lieu of taxes in return for the tax exemption reflected in the Agreement;

NOW, THEREFORE BE IT RESOLVED, by the Newton Town Council, County of Sussex, State of New Jersey, that:

1. The Agreement for Payment in Lieu of Taxes between the Town of Newton and Sussex County Habitat for Humanity attached to this Resolution as Exhibit A is hereby approved.
2. This Resolution is further conditioned upon Sussex County Habitat for Humanity executing the Agreement and complying with all terms and conditions within the Agreement.
3. The Mayor and Town Clerk are authorized to sign the Agreement on behalf of the Town.

This resolution shall take effect immediately; however, it shall be void and have no effect in the event that Sussex County Habitat for Humanity fails or refuses to sign the Agreement.

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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this 22nd day of August, 2016, between Sussex County Habitat for Humanity, (“Habitat”) a non-profit organization of the State of New Jersey, having a mailing address of PO Box 497, Branchville, New Jersey, 07826 and the Town of Newton (“Town”), a municipal corporation of the State of New Jersey, having an address at 39 Trinity Street, Newton, New Jersey, 07860.

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. Habitat received approval from the Town of Newton Planning Board for property located at 82 Mount View Street, designated as Block 19.05, Lot 33, of the Town of Newton, Sussex County, New Jersey, for construction of a building for an office and storage of building materials for supplies related to providing affordable housing (the “Project”).
2. Habitat is a non-profit organization, which is exempt from property taxation, pursuant to N.J.S.A. 54:4-3.6; but which may agree to make a payment in lieu of property taxes to the Town of Newton.
3. As a condition of approval of the Town of Newton Planning Board, in its resolution memorialized on June 15, 2016, Habitat agreed to a payment in lieu of taxes of what would otherwise compromise the Town (and not the county and school district) portion of property taxes attributable to the property.
4. Habitat has agreed that it shall make payments to the Town of an annual payment in lieu of taxes (“PILOT”) in such amount as follows:

\$1,836 for 2016, with an annual increase of 2% thereafter
5. Payments by Habitat shall be made in one lump sum payment annually to the Town of Newton by November 1st of each calendar year.
6. When the Project is completed, and upon receipt of a Certificate of Occupancy from the Town’s Construction Department, the new valuation of the land and property shall be calculated by the Town’s Tax Assessor. If said value is greater than the current total assessment of \$128,700, then said PILOT payment obligation shall be recalculated with Habitat expected to pay the amount of the municipal portion of the total tax obligation as the new PILOT with an annual increase of 2% thereafter.

7. All payments pursuant to this Agreement shall be in lieu of taxes and the Town shall have all the rights and remedies of tax enforcement granted to municipalities by law, including but not limited to those rights and remedies under N.J.S.A. 54:4-1 et. seq and N.J.S.A. 54:5-1 et. seq., just as if said payments constituted regular tax obligations on real property within the Town of Newton.
8. The tax exemption provided herein shall apply only so long as Habitat owns and operates the property located at 82 Mount View Street for exempt non-profit purposes. In the event of a sale, transfer or conveyance of the property or cessation of use of the property for exempt non-profit purposes, this Agreement shall terminate and the property shall be subject to property taxes as of the date that it is transferred or first becomes non-qualified.
9. In the event Habitat should maintain their non-profit status and make future modifications to this land and/or structure(s), then said PILOT will be recalculated using the formula as described in Section 6 above.
10. Habitat agrees that while this Agreement is in effect it will not take any action to assert a claim for a total property tax exemption, including but not limited to requesting an exemption from the Town's Tax Assessor or filing an action with the Sussex County Board of Taxation, the Tax Court of the State or New Jersey or the Superior Court of the State of New Jersey.
11. This Agreement is governed by the laws of the State of New Jersey. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties concerning this Agreement, either party may file a lawsuit in the Superior Court of New Jersey with venue in Sussex County. Each party consents to jurisdiction of such court and venue in Sussex County.
12. If any term or provision of this Agreement or the agreements referenced herein shall be invalid, illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, unless the exclusion of the invalid, illegal or unenforceable provision materially alters the parties' agreement.
13. This Agreement is binding on the parties, their permitted successors and/or assigns. This Agreement shall not be assigned or transferred.
14. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations, oral or otherwise, between the parties. No amendment, modification or variance from this Agreement shall be binding on any party unless in writing and signed by both parties.
15. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

ATTEST

BERTHA R TODD

NOTARY PUBLIC

STATE OF NEW JERSEY

ID # 50022196

MY COMMISSION EXPIRES SEPT. 1, 2020

SUSSEX COUNTY HABITAT FOR HUMANITY

Bertha R Todd

By: Bruce H Davidson

By: Robert S. Parkhurst

ATTEST

TOWN OF NEWTON

Lorraine A. Read, RMC
Municipal Clerk

By: _____
Sandra Lee Diglio, Mayor

TOWN OF NEWTON CAPITAL BUDGET AMENDMENT

RESOLUTION #147-2016

Whereas, the local capital budget for the year 2016 was adopted on April 25, 2016; and

Whereas, it is desired to amend the capital budget section;

Now, Therefore Be It Resolved, by a majority of the full membership of the Governing Body of the Town of Newton, County of Sussex that the following capital budget amendment of 2016 be made:

| | | | | |
|--------------------|------|---|------|---|
| RECORDED VOTE: | | (| | (|
| | AYES | (| NAYS | (|
| | | (| | (|
| (Insert last name) | | (| | (|
| | | (| | (|
| ABSTAIN | | (| | (|
| ABSENT | | (| | (|

| Project Title | Project Number | Cost Estimate as Adopted | Cost Estimate as Amended | Funding as Amended | | | |
|--------------------------------------|----------------|--------------------------|--------------------------|--------------------------|--------------------|---------------|-----------------|
| | | | | Capital Improvement Fund | Capital Surplus | Grants in Aid | Debt Authorized |
| General Capital | | | | | | | |
| Madison Street Sidewalk Improvements | #2016-12 | \$ 50,000.00 | | \$ - | \$ 50,000.00 | \$ - | \$ - |
| | | \$ - | | | | | |
| Total - All Projects | | \$ 50,000.00 | \$ - | \$ - | \$50,000.00 | \$ - | \$ - |

Be It Further Resolved, that one certified copy of this resolution be filed forthwith in the Office of the Director of Local Government Services, and one copy be forwarded to the Town Auditor and filed with the Chief Financial Officer.

It is hereby certified that this is a true copy of a resolution adopted by the Governing Body on the 22nd day of August 2016.

Date

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #148-2016

August 22, 2016

**“Confirm the Refund of Redemption Monies to
Outside Lien Holder for Block 19.05, Lot 15”**

WHEREAS, at the Municipal Tax Sale held on October 29, 2015, a lien was sold on Block 19.05, Lot 15, also known as 8-10 New Hampshire Street for 2014 delinquent utility charges; and

WHEREAS, this lien, known as Tax Sale Certificate #2015-012, was sold to US Bank cust for PC6, LLC Sterling National for 18% redemption fee; and

WHEREAS, CoreLogic, the mortgage servicer, representing the owner, Norman, Robert & Julie, has effected the redemption of Certificate #2015-012 in the amount of \$698.46;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that US Bank cust for PC6, LLC Sterling National is entitled to a redemption in the amount of \$698.46; and

BE IT FURTHER RESOLVED, that the Town Council of the Town of Newton confirms and acknowledges the Tax Collector has issued a check, in the amount of \$698.46 for the redemption of Certificate #2015-012 to US Bank cust for PC6, LLC Sterling National, 50 South 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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #149-2016

August 22, 2016

“RESOLUTION OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AUTHORIZING THE EXECUTION OF LOAN DOCUMENTS IN THE PRINCIPAL AMOUNT OF \$50,000 WITH NEWTON TOWN CENTRE URBAN RENEWAL ASSOCIATES, L.P. AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH”

WHEREAS, Newton Town Centre Urban Renewal Associates, L.P., a New Jersey limited partnership with a mailing address of 77 Park Street, Montclair, New Jersey 07042 (the “**Entity**”) has proposed to develop an age-restricted, low and moderate income rental housing project consisting of approximately 65 units, approximately 1,400 square feet of retail space, a community room of approximately 2,200 square feet to be utilized by the residents of the development and available for use by the Town, parking and related amenities, upon property located at the intersection of Spring Street, Trinity Street and Union Place and identified upon the Official Tax Map of the Town of Newton as Block 8.05, Lots 4, 7, 8 and 9 (collectively, the “**Land**”) and commonly known as 5 Union Place, 50 Trinity Street and 58 Trinity Street (collectively, the “**Project**”); and

WHEREAS, the Entity has represented to the Town that it would not be feasible to undertake the Project without financial assistance from the Town, and has requested that the Town fund a loan to the Project in the principal amount of \$50,000 from the Town’s Affordable Housing Trust Fund monies (the “**Loan**”); and

WHEREAS, the Town, by the adoption of Resolution No. 73-2015, previously authorized funding to the Project from the Town’s Affordable Housing Trust Fund in the amount of \$50,000; and

WHEREAS, the Town wishes to authorize the execution of documents and authorize certain other actions in connection with the implementation of the Project and the closing of the Loan;

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

I. **GENERAL**

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

II. **EXECUTION OF LOAN DOCUMENTS**

The Mayor is hereby authorized to execute, and the Town Clerk and Deputy Town Clerk are each hereby authorized to attest to and impress the municipal seal upon, documents required in connection with the Loan, including but not limited to, the mortgage, note, and subordination documents. The Mayor and the Town Manager are each hereby authorized to execute, and the Town Clerk and Deputy Town Clerk are each hereby authorized to attest to and impress the municipal seal upon, estoppel certificates, subordination documents, any other document to secure the obligation of the Entity to make payments due to the Town under the Loan, and such further documents, certificates and agreements as may be necessary or desirable to the Town in consultation with counsel to effectuate the Loan contemplated hereby.

III. **AUTHORIZATION OF CERTAIN OTHER ACTIONS**

The Town Manager is hereby authorized and directed to take all actions and determine all matters and terms in connection with the Loan, all in consultation with the counsel to the Town, and the manual or facsimile signature of the Mayor and/or Town Manager upon any documents shall be conclusive as to all such determinations. The Mayor, the Town Manager, the Chief Financial Officer, the Town Clerk and any other Town official, officer or professional, including but not limited to, redevelopment counsel, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

IV. **SEVERABILITY**

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

V. **AVAILABILITY OF THE RESOLUTION**

A copy of this Resolution shall be available for public inspection at the offices of the Town.

VI. **EFFECTIVE DATE**

This Resolution shall take effect upon final passage.

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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #150-2016

August 22, 2016

"OMNIBUS RESOLUTION OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AUTHORIZING THE EXECUTION OF LOAN DOCUMENTS IN THE PRINCIPAL AMOUNT OF \$45,000 WITH NEWTON TOWN CENTRE URBAN RENEWAL ASSOCIATES, L.P. AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH"

WHEREAS, Newton Town Centre Urban Renewal Associates, L.P., a New Jersey limited partnership with a mailing address of 77 Park Street, Montclair, New Jersey 07042 (the "**Entity**") has proposed to develop an age-restricted, low and moderate income rental housing project consisting of approximately 65 units, approximately 1,400 square feet of retail space, a community room of approximately 2,200 square feet to be utilized by the residents of the development and available for use by the Town, parking and related amenities, upon property located at the intersection of Spring Street, Trinity Street and Union Place and identified upon the Official Tax Map of the Town of Newton as Block 8.05, Lots 4, 7, 8 and 9 (collectively, the "**Land**") and commonly known as 5 Union Place, 50 Trinity Street and 58 Trinity Street (collectively, the "**Project**"); and

WHEREAS, the Entity has represented to the Town that it would not be feasible to undertake the Project without financial assistance from the Town, and has requested that the Town fund a loan to the Project in the principal amount of \$45,000 (the "**Loan**"); and

WHEREAS, the Loan was previously authorized by the Town by the adoption of Resolution No. 102-2013; and

WHEREAS, the Town wishes to authorize the execution of documents and authorize certain other actions in connection with the implementation of the Project and the closing of the Loan;

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

I. **GENERAL**

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

II. **EXECUTION OF LOAN DOCUMENTS**

The Mayor is hereby authorized to execute, and the Town Clerk and Deputy Town Clerk are each hereby authorized to attest to and impress the municipal seal upon, documents required in connection with the Loan, including but not limited to, the mortgage, note, and subordination documents. The Mayor and the Town Manager are each hereby authorized to execute, and the Town Clerk and Deputy Town Clerk are each hereby authorized to attest to and impress the municipal seal upon, estoppel certificates, subordination documents, any other document to secure the obligation of the Entity to make payments due to the Town under the Loan, and such further documents, certificates and agreements as may be necessary or desirable to the Town in consultation with counsel to effectuate the Loan contemplated hereby.

III. **AUTHORIZATION OF CERTAIN OTHER ACTIONS**

The Town Manager is hereby authorized and directed to take all actions and determine all matters and terms in connection with the Loan, all in consultation with the counsel to the Town, and the manual or facsimile signature of the Mayor and/or Town Manager upon any documents shall be conclusive as to all such determinations. The Mayor, the Town Manager, the Chief Financial Officer, the Town Clerk and any other Town official, officer or professional, including but not limited to, redevelopment counsel, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

IV. **SEVERABILITY**

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

V. **AVAILABILITY OF THE RESOLUTION**

A copy of this Resolution shall be available for public inspection at the offices of the Town.

VI. **EFFECTIVE DATE**

This Resolution shall take effect upon final passage.

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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #151-2016

August 22, 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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk

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

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|--|-----------|-------------|
| 37030 | 39 - QUILL CORPORATION | PO 48668 desk drawer organizer for K. Citter | 41.98 | |
| | | PO 48676 OFFICE SUPPLIES | 1,066.54 | 1,108.52 |
| 37031 | 50 - E.A. MORSE & COMPANY, INC. | PO 48611 JANITORIAL SUPPLIES CUST #373200 | 1,431.94 | 1,431.94 |
| 37032 | 53 - MONTAGUE TOOL & SUPPLY, INC. | PO 48451 BLANKET: EQUIPMENT REPAIRS | 84.19 | 84.19 |
| 37033 | 62 - MGL FORMS - SYSTEMS, LLC. | PO 48315 PURCHASE ORDERS (3,000) #N023 | 940.00 | |
| | | PO 48330 CURRENT CHECKS (5,000) #N023 | 568.00 | 1,508.00 |
| 37034 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 47428 DAM SITE #2 #3 #4 | 260.00 | |
| | | PO 48712 JUNE ENGINEERING | 1,002.80 | 1,262.80 |
| 37035 | 84 - ABCODE SECURITY INC. | PO 47550 ALARM MONITOR (MEM PARK BATHROOMS/F | 117.00 | |
| | | PO 48746 BATTERY FIRE #2 | 138.00 | 255.00 |
| 37036 | 102 - SUSSEX CAR WASH INC | PO 47557 BLANKET: POLICE CAR WASHES | 133.00 | 133.00 |
| 37037 | 113 - JCP&L | PO 48388 BLANKET: ELECTRIC (APR-OCT?) T \$12 | 13,870.37 | 13,870.37 |
| 37038 | 116 - NEW JERSEY HERALD, INC. | PO 48765 NJ Herald ADS | 25.80 | 25.80 |
| 37039 | 121 - PUMPING SERVICES, INC. | PO 48706 SUSSEX ST STORM CONTROL PUMP REPAIR | 1,250.00 | 1,250.00 |
| 37040 | 126 - SCMUA | PO 47580 BLANKET: TRASH/BRUSH/STREETSWEEPING | 653.98 | 653.98 |
| 37041 | 163 - CENTURYLINK COMMUNICATIONS, INC. | PO 47540 BLANKET: ALARM CIRCUITS HIGH ST TO | 125.85 | 125.85 |
| 37042 | 163 - CENTURYLINK COMMUNICATIONS, INC. | PO 47539 BLANKET: LONG DISTANCE @\$200 CUS | 445.86 | 445.86 |
| 37043 | 163 - CENTURYLINK COMMUNICATIONS, INC. | PO 48389 BLANKET: LOCAL PHONE SVC (MAY-DEC) | 7,085.73 | 7,085.73 |
| 37044 | 179 - READ, LORRAINE | PO 48766 Renew Clerk Cert. | 50.00 | 50.00 |
| 37045 | 192 - CAMPBELL'S SMALL ENGINE INC. | PO 47556 BLANKET: PARKS/SNOW EQUIP MAINT | 296.97 | |
| | | PO 47556 BLANKET: PARKS/SNOW EQUIP MAINT | 66.99 | 363.96 |
| 37046 | 197 - FIRE FIGHTERS EQUIPMENT CO. INC. | PO 47381 FIRE EXTINGUISHERS | 842.70 | 842.70 |
| 37047 | 199 - NEOPOST LEASING, INC. | PO 47679 1ST QTR POSTAGE MACHINE RENTAL CUST | 504.00 | 504.00 |
| 37048 | 206 - LOCK & KEY WORLD | PO 47553 BLANKET: KEYS CUT | 80.00 | |
| | | PO 48656 POOL SAFE REPAIR | 486.00 | 566.00 |
| 37049 | 217 - TIMMERMAN COMPANY, INC. | PO 48672 SWEEPER PARTS cust #newton | 1,293.80 | |
| | | PO 48691 SWEEPER PARTS cust #newton | 963.28 | 2,257.08 |
| 37050 | 225 - FEDERAL EXPRESS | PO 47560 BLANKET: EXPRESS MAIL Acct #1344-05 | 80.02 | 80.02 |
| 37051 | 230 - HAYEK'S MARKET INC. | PO 48588 DRINKS 6/27 MEETING BECKER RECEPTIO | 6.07 | |
| | | PO 48743 FOOD EMPLOYEE BBQ | 55.21 | 61.28 |
| 37052 | 251 - R.S. PHILLIPS STEEL LLC | PO 48715 STEEL FOR WAYFINDING SIGNS | 107.00 | 107.00 |
| 37053 | 266 - LAFAYETTE AUTO PARTS | PO 48699 LOADER REPAIR/ HYDR HOSE | 470.03 | 470.03 |
| 37054 | 269 - AMBASSADOR MEDICAL SERVICE | PO 48610 (3) RANDOM DRUG TESTING | 184.00 | 184.00 |
| 37055 | 279 - STRAWAY, RICHARD A. JR. | PO 48804 BOOT ALLOWANCE | 200.00 | 200.00 |
| 37056 | 280 - STRAWAY, THOMAS | PO 48808 BOOT ALLOWANCE | 200.00 | 200.00 |
| 37057 | 285 - SLOAN, JAMES PPC. | PO 47479 2016 PUBLIC DEFENDER (\$13,500/12=\$1 | 104.17 | 104.17 |
| 37058 | 356 - RICHARDS, MICHAEL | PO 48639 PKNG/GAS REIMBURSEMENT | 54.00 | 54.00 |
| 37059 | 365 - KITHCART, BROCK | PO 48807 BOOT ALLOWANCE | 200.00 | 200.00 |
| 37060 | 367 - TREASURER, STATE OF NEW JERSEY | PO 48695 2ND QTR MARRIAGE LICENSE FEE (14) | 350.00 | 350.00 |
| 37061 | 371 - T.A. MOUNTFORD COMPANY, INC. | PO 48655 1ST FLR COPIER CONTRACT (7/1/16-7/1 | 1,150.00 | 1,150.00 |
| 37062 | 373 - GALLS, LLC | PO 48506 POLICE BARRIER TAPE ACCT #4794479 | 49.00 | 49.00 |
| 37063 | 409 - MINISINK PRESS INC | PO 48682 Town Manager Notepads | 125.00 | 125.00 |
| 37064 | 572 - SUSSEX COUNTY CLERK | PO 48698 2016 Primary Elec. Expenses | 512.41 | 512.41 |
| 37065 | 611 - SEBRING AUTO PARTS, INC. | PO 47518 BLANKET: AUTO PARTS/SUPPS ACCT #46 | 6.18 | 6.18 |
| 37066 | 633 - WEIS MARKETS, INC. | PO 48850 FOOD SENIOR'S STUFFING TAX BILLS | 73.52 | 73.52 |
| 37067 | 921 - AIRGAS EAST | PO 47577 BLANKET: CARBON DIOXIDE- POOL \$180 | 351.37 | |
| | | PO 47578 BLANKET: ACETYLENE/ARGON/OXYGEN \$20 | 63.36 | 414.73 |
| 37068 | 951 - SERVICE ELECTRIC CABLE TV | PO 47543 BLANKET: CONVERTER BOXES 3 DPW/1 PO | 7.90 | 7.90 |
| 37069 | 966 - L-3 COMM. MOBILE-VISION | PO 48721 PD VEHICLE MONITOR INSTALL | 750.60 | 750.60 |
| 37070 | 1022 - MCCULLOUGH TREE EXPERTS LLC | PO 48760 REMOVE 5 TREES AT SUSSEX PUMP STATI | 1,500.00 | |
| | | PO 48761 REMOVE DEAD & BROKEN LIMBS ON SEVER | 750.00 | 2,250.00 |
| 37071 | 1132 - BOONTON TIRE SUPPLY INC. | PO 48688 OEM RADIATOR SPARK PLUGS OIL CHG | 680.54 | |
| | | PO 48687 SENIOR BUS TIRES | 297.00 | |
| | | PO 48728 POLICE VEH MAINTENANCE | 1,837.81 | 2,815.35 |
| 37072 | 1141 - MCGUIRE, INC. | PO 47505 BLANKET: DPW TRUCK REPAIRS CUST # | 2,828.29 | 2,828.29 |
| 37073 | 1212 - STATEWIDE INSURANCE FUND | PO 48756 4 OF 4 INSTALLMENTS W/C & ALL LINES | 58,059.40 | 58,059.40 |
| 37074 | 1280 - VERIZON WIRELESS, INC. | PO 47483 BLANKET: 1X AIRCARDS ACCT #201 M15 | 193.84 | 193.84 |
| 37075 | 1280 - VERIZON WIRELESS, INC. | PO 47528 BLANKET: CELL PHONES ACCT #88257107 | 1,529.19 | 1,529.19 |
| 37076 | 1319 - MAGLOCLEN | PO 48565 ANNUAL USER FEE 7/1/16-6/30/17 | 400.00 | 400.00 |
| 37077 | 1333 - CERBO'S HAMPTON NURSERY INC. | PO 48608 ARBOR DAY TREE | 150.00 | 150.00 |
| 37078 | 1500 - WALMART | PO 48700 EMPLOYEE BBQ SUPPLIES | 23.31 | 23.31 |
| 37079 | 1528 - MR. JOHN, INC. | PO 47554 BLANKET: RECYCLE CTR PORT A JOHN (J | 83.20 | 83.20 |

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

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|---|---|-------------|
| 37080 | 1608 - GOLD TYPE BUSINESS MACHINES | PO 48659 POWER PORT REPAIR | 270.00 | 270.00 |
| 37081 | 1625 - GENSERVE INC. | PO 47542 BLANKET: 2016 GENERATOR MAINT (DPW/ PO 48702 GENERATOR REPAIRS HIGH ST & TH | 500.00 312.50 | 812.50 |
| 37082 | 1656 - WILDFLOWERS WITH TAMI | PO 48605 DISH GARDEN -BOB CAFFREY | 75.00 | 75.00 |
| 37083 | 1741 - MORRIS COUNTY POLICE ACADEMY | PO 47847 COURSES FOR DET. VanNIEUWLAND | 125.00 | 125.00 |
| 37084 | 1819 - VOGEL, CHAIT, COLLINS, SCHNEIDER, PC, | PO 48828 PB CONSULT-JULY | 510.00 | 510.00 |
| 37085 | 1866 - HOME DEPOT, INC. | PO 47739 BLANKET: B&G/VEH MAINT/RD SUPP'S PO 47695 BLANKET: POLICE SUPP'S PO 48448 BLANKET: POOL SUPP'S PO 48737 PUSHBROOM/SHOVEL/TOOLS | 114.15 4.72 201.00 152.80 | 472.67 |
| 37086 | 1990 - SHERATON ATLANTIC CITY | PO 48466 (5) ROOMS NJLM CONF 2016 NJLM #4208 | 1,598.00 | 1,598.00 |
| 37087 | 2048 - DANIELSON, DEBORAH | PO 48732 Pool ID | 462.00 | 462.00 |
| 37088 | 2124 - BUCKMAN'S INC. | PO 48232 BLANKET: CHLORINE POOL \$1.35 PER G | 2,058.10 | 2,058.10 |
| 37089 | 2257 - STAPLES BUSINESS ADVANTAGE, INC. | PO 47824 BLANKET: DPW OFFICE SUPP'S PO 48675 OFFICE SUPPLIES - CODE ENFORCEMENT PO 48714 BLANKET: OFFICE SUPPLIES POLICE/CEN PO 48711 Printer and Toner for Manager's Ass PO 48771 Color Printer for Assessor | 330.60 78.79 374.10 412.16 249.99 | 1,445.64 |
| 37090 | 2257 - STAPLES BUSINESS ADVANTAGE, INC. | PO 48753 MULTI PURPOSE CLEANER COURT PO 48851 CABLES COMPUTERS | 25.19 9.88 | 35.07 |
| 37091 | 2278 - LANGUAGE LINE SERVICES, INC. | PO 48549 5/10/16 SPANISH INTERPRETATION ACC | 13.60 | 13.60 |
| 37092 | 2300 - LOWE'S, INC. | PO 47699 BLANKET: B&G ROAD MATERIAL/TOOL/SUP | 85.19 | 85.19 |
| 37093 | 2301 - SCREEN CREATION PLUS | PO 48745 T-SHIRTS DPW/WS | 120.00 | 120.00 |
| 37094 | 2312 - SPECTRUM COMMUNICATIONS, INC. | PO 48633 RADIO REMOVAL & INSTALLATION NEW EN | 885.61 | 885.61 |
| 37095 | 2361 - CSS TEST INC. | PO 47546 BLANKET: PRE-EMPLOYMENT DRUG SCREEN | 96.00 | 96.00 |
| 37096 | 2375 - COUNTY OF SUSSEX | PO 48555 Primary Election Expenses | 970.65 | 970.65 |
| 37097 | 2400 - STEVE ESTLER | PO 48802 BOOT ALLOWANCE | 200.00 | 200.00 |
| 37098 | 2435 - HAMPTON BODY WORKS, INC. | PO 48638 2011 ford crown vic repair | 1,219.77 | 1,219.77 |
| 37099 | 2439 - E-Z PASS | PO 48547 COPPOLELLA/VanNIEUWLAND TOLLS | 42.99 | 42.99 |
| 37100 | 2450 - PINNACLE WIRELESS FBO UNITEK GLOBAL | PO 48566 REPLACEMENT BATTERIES PO 48725 PD VEHICLE EXTRACT & REINSTALL | 190.20 1,727.32 | 1,917.52 |
| 37101 | 2452 - MUNICIPAL GRAPHICS INC | PO 48709 GRAPHICS CARS #11 & 4 | 1,214.76 | 1,214.76 |
| 37102 | 2476 - TREASURER, STATE OF NJ -BURIAL | PO 48696 2ND QTR BURIAL PERMIT FEE (1) | 5.00 | 5.00 |
| 37103 | 2478 - RACHLES/MICHELE'S OIL COMPANY, INC. | PO 47535 BLANKET: GAS (JAN-MAR \$5000) A/c# | 4,594.36 | 4,594.36 |
| 37104 | 2479 - TAYLOR OIL CO., INC. | PO 47536 BLANKET: DIESEL (JAN-MAR \$5000) A/C | 1,075.33 | 1,075.33 |
| 37105 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 47478 2016 PROSECUTOR (\$27,000/12=\$2250) | 2,458.33 | 2,458.33 |
| 37106 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 48739 JUNE LEGAL | 3,166.00 | 3,166.00 |
| 37107 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 48740 JUNE TAX APPEAL NEWTON WEST | 22.95 | 22.95 |
| 37108 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 48741 TAX/TAX APPEAL JUNE | 799.00 | 799.00 |
| 37109 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 48849 JULY LEGAL | 4,000.00 | 4,000.00 |
| 37110 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 48797 TAX APPEALS JULY | 18.00 | 18.00 |
| 37111 | 2540 - ADAM VOUGH | PO 48809 BOOT ALLOWANCE | 200.00 | 200.00 |
| 37112 | 2567 - MUNICIPAL RECORD SERVICE | PO 48593 SUPPLIES FOR TICKETING, COURT DAYS, M PO 48594 COURT MAILING | 923.00 1,083.00 | 2,006.00 |
| 37113 | 2569 - KIEFFER ELECTRIC, INC. | PO 48758 VENDING MACHINE RECEPTACLE | 396.78 | 396.78 |
| 37114 | 2591 - SUSSEX COUNTY FIREMEN'S ASSOCIATION | PO 48632 Sussex County Public Safety Memoria | 75.00 | 75.00 |
| 37115 | 2665 - SIGN-A-RAMA, INC. | PO 48554 Over the Street Welcome to Newton B | 253.50 | 253.50 |
| 37116 | 2675 - TIRE KING, INC. | PO 48609 TIRE REPAIR SWEEPER | 250.00 | 250.00 |
| 37117 | 2684 - GARDEN STATE HIGHWAY PRODUCTS, INC. | PO 48665 BLIND PERSON SIGNS | 187.50 | 187.50 |
| 37118 | 2701 - NJLM | PO 48680 2016-17 Mag Renew | 140.00 | 140.00 |
| 37119 | 2718 - WILLIAM OSWIN III | PO 48803 BOOT ALLOWANCE | 200.00 | 200.00 |
| 37120 | 2765 - CODE 96 LLC | PO 48409 SOINC WALL SUPPORT | 165.00 | 165.00 |
| 37121 | 2781 - TRIMBOLI & PRUSINOWSKI, LLC. | PO 47575 BLANKET: 2016 LABOR ATTORNEY (Jan- | 1,140.00 | 1,140.00 |
| 37122 | 2788 - PENTELEDATA | PO 47484 BLANKET: INTERNET ACCT #1871584 (J | 1,459.40 | 1,459.40 |
| 37123 | 2835 - NJMEBF | PO 48731 AUG MED & DENTAL | 190,086.00 | 190,086.00 |
| 37124 | 2843 - CHELBUS CLEANING CO., INC. | PO 47491 BLANKET: 2016 CLEAN TOWNHALL/FIREHO | 1,770.00 | 1,770.00 |
| 37125 | 2848 - ROY LEYMAN | PO 48815 BOOT ALLOWANCE | 200.00 | 200.00 |
| 37126 | 2880 - TRACTOR SUPPLY CO | PO 48666 SPRAYER & JACK FOR TRAILER | 354.97 | 354.97 |
| 37127 | 2919 - SHEPARD KAYS, ESQ. | PO 48166 6/14 COURT CONFLICT PUBLIC DEFENDER | 200.00 | 200.00 |
| 37128 | 2932 - RULLO & JUILET ASSOCIATES, INC. | PO 48595 RIGHT TO KNOW SURVEYS | 1,261.50 | 1,261.50 |
| 37129 | 2963 - THE BUZAK LAW GROUP, LLC. | PO 48707 JUNE NEWTON HOSPITAL TAX APPEAL | 1,248.89 | 1,248.89 |
| 37130 | 3006 - AG CHOICE, LLC. | PO 48670 TOP SOIL | 900.00 | 900.00 |
| 37131 | 3009 - ACTION DATA SERVICES, INC. | PO 48733 QTR 1 2016 - Payroll Tax Filing | 214.53 | 214.53 |

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

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|---|----------|-------------|
| 37132 | 3032 - HARTER EQUIPMENT INC. | PO 48759 SEAT REPLACEMENT BACKHOE | 1,288.34 | 1,288.34 |
| 37133 | 3105 - THYSSENKRUPP ELEVATOR CORP. | PO 47471 BLANKET: ELEVATOR MAINT TH SIDE CU | 212.18 | 212.18 |
| 37134 | 3117 - SOME'S WORLD WIDE UNIFORMS, INC. | PO 48144 TACTICAL VESTS ACCT #10706 | 271.00 | 271.00 |
| 37135 | 3124 - EXTRA TECH DATA SERVICES, LLC. | PO 48493 Court room Video equipment | 2,139.30 | 2,139.30 |
| 37136 | 3143 - CARTRIDGE WORLD | PO 48481 OFFICE SUPPLIES - TONER - CODE ENFO | 54.99 | |
| | | PO 48557 TONER - CODE ENFORCEMENT | 109.98 | |
| | | PO 48603 TONERS - CODE ENFORCEMENT | 194.97 | |
| | | PO 48653 TONER -COURT KYOCERA PRINTER | 79.99 | |
| | | PO 48657 TONER - CODE ENFORCEMENT | 38.99 | |
| | | PO 48726 TONER - CODE ENFORCEMENT | 54.99 | 533.91 |
| 37137 | 3216 - KOZDEBA & SON LLC. | PO 48264 QUARRY PROCESS | 525.00 | |
| | | PO 48576 QUARRY PROCESS (45 YARDS) | 562.50 | 1,087.50 |
| 37138 | 3235 - J. CALDWELL & ASSOCIATES, LLC. | PO 48841 PB CONSULT-JULY 2016 | 507.00 | 507.00 |
| 37139 | 3245 - MOVIES IN MOTION | PO 48661 FLICK N FLOAT MOVIE SCREEN & AUDIO | 300.00 | 300.00 |
| 37140 | 3249 - TRI-STATE RENTALS/PARTY WORLD INC | PO 48607 POOL SUPPLIES RIBBON CUTTING | 51.20 | 51.20 |
| 37141 | 3339 - MUNICIPAL CLERKS ASSOCIATI | PO 48552 2016-2017 Dues - Assoc. Member -Os | 75.00 | 75.00 |
| 37142 | 3369 - UNITED TELEPHONE/CENTURY LINK | PO 47538 BLANKET: DIGITAL DATA CIRCUIT 39 T | 127.23 | 127.23 |
| 37143 | 3442 - SUNLIGHT GENERAL | PO 47486 BLANKET: DPW/STP ELECTRIC (JAN-MAR) | 478.89 | 478.89 |
| 37144 | 3444 - USA HOISTCO., INC. | PO 47551 BLANKET: ELEVATOR MAINT (Police si | 215.00 | |
| | | PO 48705 POLICE STATION ELEVATOR REPAIR | 1,778.00 | 1,993.00 |
| 37145 | 3598 - Mariola Mlekicki | PO 48747 POLISH INTERPRETER - GREEN TOWNSHIP | 170.00 | 170.00 |
| 37146 | 3600 - COMMERCE AND INDUSTRY ASSOCIATION O | PO 48606 Annual Membership 8-1-16 to 7-31-17 | 525.00 | 525.00 |
| 37147 | 3660 - SCHENCK, PRICE, SMITH, & KING, LLP | PO 48568 MAY/JUNE TAX APPEALS | 4,321.66 | 4,321.66 |
| 37148 | 3668 - IHEARTMEDIA + ENTERTAINMENT INC. | PO 48589 Downtown Newton Area Radio advertis | 1,100.00 | 1,100.00 |
| 37149 | 3675 - LEA DATE TECH | PO 48757 UPGRADES | 100.00 | 100.00 |
| 37150 | 3679 - REISINGER OXYGEN SERVICE, INC. | PO 47480 BLANKET: OXYGEN POLICE CUST #0558 | 68.96 | 68.96 |
| 37151 | 3683 - ALEX ARMSTRONG | PO 48805 BOOT ALLOWANCE | 200.00 | 200.00 |
| 37152 | 3700 - JENNIFER DODD | PO 48697 MILEAGE REIMB | 82.08 | 82.08 |
| 37153 | 3715 - JOHN MULHERN | PO 47475 2016 JUDGE (\$35,000/12=\$2,916.67 G | 2,916.67 | 2,916.67 |
| 37154 | 3726 - WITMER PUBLIC SAFTEY GROUP, iINC. | PO 48333 GAS METERS 2015/16 | 5,355.00 | |
| | | PO 48379 FIRE CALIB KIT #2 | 1,425.00 | 6,780.00 |
| 37155 | 3731 - READY REFRESH BY NESTLE | PO 47547 BLANKET: 2016 WATER | 100.50 | 100.50 |
| 37156 | 3754 - ADP, LLC | PO 47353 ADP IMPLEMENTATION FEE #1202259 | 197.59 | 197.59 |
| 37157 | 3754 - ADP, LLC | PO 48730 BLANKET: PROCESS PAYROLL (JULY-OCT | 1,667.21 | 1,667.21 |
| 37158 | 3768 - COMPASS ENERGY GAS SERVICES, INC. | PO 47573 BLANKET: NATURAL GAS SUPPLIER (Jan- | 264.81 | 264.81 |
| 37159 | 3770 - CINTAS CORPORATION NO. 2 | PO 47519 BLANKET: FIRST AID SUPP'S | 69.31 | 69.31 |
| 37160 | 3772 - JK HVAC SERVICE, LLC. | PO 48703 HEATING & A/C UNITS REPAIRED | 135.00 | 135.00 |
| 37161 | 3804 - HAYDEE BALLESTER | PO 48392 BLANKET: TRANSLATION | 165.00 | 165.00 |
| 37162 | 3806 - JOHN MAXWELL COMPANY, LLC. | PO 48417 MAXIMUM IMPACT MENTORING -annual su | 259.00 | 259.00 |
| 37163 | 3807 - NEWTON EMA | PO 48456 EVALUATION R DAYERMANJIAN 6/11/15 | 315.00 | 315.00 |
| 37164 | 3813 - Aquatic Technology, inc. | PO 48546 POOL/REPAIR EQUIP | 135.19 | 135.19 |
| 37165 | 3816 - ONTIME TELECOM INC. | PO 48592 CALL PLAN | 335.88 | 335.88 |
| 37166 | 3818 - STEPHEN MORAN | PO 48636 PATCH APPLICATION REIMBURSEMENT | 67.50 | 67.50 |
| 37167 | 3823 - MARY MANCUSO | PO 48762 O/S COURT CK PAID TO CURRENT OPERAT | 786.00 | 786.00 |
| TOTAL | | | | 370,562.22 |

Total to be paid from Fund 10 CURRENT FUND

370,562.22

370,562.22

Checks Previously Disbursed

| | | | | | |
|--------|------------------|-----------|-----------------------------------|------------|-----------|
| 161049 | PAYROLL ACCOUNT | | 8/11 Curr Pay | 203,883.56 | 8/11/2016 |
| 161048 | ELAVON | | Aug add'l COURT MERCHANT FEE | 20.00 | 8/01/2016 |
| 161047 | CAPITAL ACCOUNT | | S/NJ DOT Trinity St Curr - Capita | 31,250.00 | 8/08/2016 |
| 37029 | COUNTY OF SUSSEX | PO# 48775 | 3RD QTR CTY OPEN SPACE TAX | 3,674.80 | 8/04/2016 |
| 37028 | COUNTY OF SUSSEX | PO# 48774 | 3RD QTR COUNTY LIBRARY TAX | 51,315.21 | 8/04/2016 |

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

| Check# | Vendor | Description | Payment | Check Total |
|--------|---------------------------|------------------------------------|--------------|-------------|
| 37027 | COUNTY OF SUSSEX | PO# 48773 3RD QTR CTY HEALTH TAX | 21,970.83 | 8/04/2016 |
| 37026 | COUNTY OF SUSSEX | PO# 48772 3RD QTR COUNTY TAX | 818,388.81 | 8/04/2016 |
| 161046 | ELAVON | AUGUST COURT MERCHANT FEE | 60.53 | 8/01/2016 |
| 161045 | NEWTON BOARD OF EDUCATION | School Tax JULY balance 2016 | 708,283.00 | 7/27/2016 |
| 161044 | PAYROLL ACCOUNT | 7/28 current pay (dean less o/t mo | 206,821.74 | 7/28/2016 |
| 37025 | NJMVC | TITLE REG (2) INTERCEPTOR SUV'S | 170.00 | 7/26/2016 |
| 161043 | ELAVON | JULY COURT MERCHANT FEE | 78.97 | 7/21/2016 |
| | | | ----- | |
| | | | 2,045,917.45 | |

Total paid from Fund 10 CURRENT FUND

2,045,917.45

2,045,917.45

Total for this Bills List: 2,416,479.67

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

| Check# | Vendor | Description | Payment | Check Total |
|--|---------------------------|---|---------|----------------|
| 1326 | 3613 - CLARKE CATON HINTZ | PO 45025 HIGHLANDS COUNCIL TDR GRANT PROG | 72.50 | 72.50 |
| | TOTAL | | | ----- 72.50 |
| Total to be paid from Fund 11 FEDERAL/STATE GRANTS | | | 72.50 | |
| | | | ===== | |
| | | | 72.50 | |

Checks Previously Disbursed

| | | | | |
|--|-----------------|----------------|--------|-----------|
| 161116 | PAYROLL ACCOUNT | 8/11 Grant | 371.13 | 8/11/2016 |
| 161115 | PAYROLL ACCOUNT | 7/28 grant pay | 371.13 | 7/28/2016 |
| | | | ----- | |
| | | | 742.26 | |
| Total paid from Fund 11 FEDERAL/STATE GRANTS | | | 742.26 | |
| | | | ----- | |
| | | | 742.26 | |

Total for this Bills List: 814.76

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

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|--|-----------|-------------|
| 8561 | 1866 - HOME DEPOT, INC. | PO 48738 LEAKSTOP/HEADLAMP/CABLE | 942.28 | 942.28 |
| 8562 | 2778 - High Point Electric Inc. | PO 48186 CTR BUSINESS DISTRICT LIGHTING UPGR | 17,550.00 | 17,550.00 |
| 8563 | 3235 - J. CALDWELL & ASSOCIATES, LLC. | PO 48635 COUNCIL JUNE REDEV. | 118.00 | 118.00 |
| 8564 | 1022 - MCCULLOUGH TREE EXPERTS LLC | PO 48760 REMOVE 5 TREES AT SUSSEX PUMP STATI | 1,500.00 | 1,500.00 |
| 8565 | 263 - MCMANIMON, SCOTLAND & BAUMANN, LLC | PO 48634 GENERAL REDEV. -MAY | 1,070.69 | |
| | | PO 48641 PREP ORDS 2016-05 & 06 | 1,200.00 | |
| | | PO 48642 JAWS OF LIFE CAP AMENDMENT & ASSESS | 107.50 | 2,378.19 |
| 8566 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 48712 JUNE ENGINEERING | 3,667.88 | 3,667.88 |
| 8567 | 3821 - S&P GLOBAL RATINGS | PO 48685 2016 BOND RATING | 11,000.00 | 11,000.00 |
| 8568 | 2312 - SPECTRUM COMMUNICATIONS, INC. | PO 48633 RADIO REMOVAL & INSTALLATION NEW EN | 1,453.94 | 1,453.94 |
| TOTAL | | | | 38,610.29 |

Total to be paid from Fund 30 CAPITAL 38,610.29
38,610.29

Checks Previously Disbursed

| | | | | |
|---------------------------------|-----------------|----------------------------------|----------|-----------|
| 163007 | PAYROLL ACCOUNT | 7/28 capital pay -Spring st emg. | 1,640.09 | 7/28/2016 |
| | | | ----- | |
| | | | 1,640.09 | |
| Total paid from Fund 30 CAPITAL | | | 1,640.09 | |
| | | | ----- | |
| | | | 1,640.09 | |

Total for this Bills List: 40,250.38

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

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|--|-----------|-------------|
| 15776 | 2709 - ACCURATE WASTE REMOVAL INC. | PO 48403 BLANKET: GREASE REMOVAL STP @ \$.03 | 1,260.00 | 1,260.00 |
| 15777 | 1846 - ADVANCE AUTO PARTS | PO 47552 BLANKET: AUTO PARTS Rd/W-S/Snow/Fir | 38.08 | 38.08 |
| 15778 | 921 - AIRGAS EAST | PO 47576 BLANKET: CARBON DIOXIDE W/S \$30 x | 149.13 | 149.13 |
| 15779 | 98 - AURORA ELECTRICAL SUPPLY, LLC. | PO 48404 BLANKET: WTP ELECTRICAL SUPP'S | 105.18 | 105.18 |
| 15780 | 3693 - AZUL CORE | PO 47971 Social Media and NewtonNJCool.com b | 369.99 | 369.99 |
| 15781 | 1132 - BOONTON TIRE SUPPLY INC. | PO 48508 REPAIRS - J. SMALLLEY TRUCK | 547.80 | 547.80 |
| 15782 | 3015 - CAPITOL SUPPLY CONST PRODUCTS, INC. | PO 48573 CLAMPS & COUPLINGS | 1,125.60 | 1,125.60 |
| 15783 | 506 - CARR, JOSEPH | PO 48811 BOOT ALLOWANCE | 200.00 | 200.00 |
| 15784 | 163 - CENTURYLINK COMMUNICATIONS, INC. | PO 47541 BLANKET: WOODSIDE AVE PS \$37 97338 | 78.37 | 78.37 |
| 15785 | 163 - CENTURYLINK COMMUNICATIONS, INC. | PO 48389 BLANKET: LOCAL PHONE SVC (MAY-DEC) | 2,401.52 | 2,401.52 |
| 15786 | 2697 - CIVIC PLUS INC | PO 48692 Redesign Content Optimization | 1,500.00 | 1,500.00 |
| 15787 | 3768 - COMPASS ENERGY GAS SERVICES, INC. | PO 47573 BLANKET: NATURAL GAS SUPPLIER (Jan- | 178.55 | 178.55 |
| 15788 | 1632 - COOPER ELECTRIC SUPPLY CO. | PO 47579 BLANKET: ELECTRICAL SUPPLIES (Jan-M | 217.41 | |
| | | PO 48683 OSHA REQUIREMENTS W/S ELECTRICAL | 882.92 | 1,100.33 |
| 15789 | 155 - COYNE CHEMICAL CORP., INC. | PO 48398 BID: SODA ASH -Liq sodium carbonate | 2,895.06 | |
| | | PO 48397 BID: CES PACL @ \$4.177 (Deb est.\$50 | 7,201.15 | |
| | | PO 48690 SODIUM BISULFITE | 947.60 | 11,043.81 |
| 15790 | 2386 - DOMINICK'S PIZZA LLC | PO 48713 FOOD SPRING ST PAVING REPAIR | 69.00 | 69.00 |
| 15791 | 2854 - DUSTIN MCGARRY | PO 47706 MEAL ALLOWANCE | 24.00 | |
| | | PO 48720 MEAL ALLOWANCE | 26.00 | |
| | | PO 48810 BOOT ALLOWANCE | 200.00 | 250.00 |
| 15792 | 2793 - ENVIROSIGHT | PO 48718 PUSH CAMERA RENTAL | 300.00 | 300.00 |
| 15793 | 3124 - EXTRA TECH DATA SERVICES, LLC. | PO 48493 Court room Video equipment | 1,275.00 | 1,275.00 |
| 15794 | 807 - FRANK SEMERARO CONSTRUCTION, INC., | PO 48701 LEAK DETECTION UNION PL | 600.00 | 600.00 |
| 15795 | 200 - GARDEN STATE LABORATORIES INC | PO 47515 BLANKET: DRINKING WTR/SEWER LAB ANA | 1,701.00 | 1,701.00 |
| 15796 | 1625 - GENSERVE INC. | PO 46418 BLANKET: MAINT W/S GENERATORS (8/1/ | 1,335.00 | |
| | | PO 48702 GENERATOR REPAIRS HIGH ST & TH | 420.00 | 1,755.00 |
| 15797 | 70 - HACH COMPANY | PO 47492 BLANKET: STP LAB SUPP'S (Jan-Mar) | 472.77 | 472.77 |
| 15798 | 230 - HAYEK'S MARKET INC. | PO 48667 STAFF LUNCH SANDWICHES | 126.08 | |
| | | PO 48743 FOOD EMPLOYEE BBQ | 55.20 | 181.28 |
| 15799 | 1866 - HOME DEPOT, INC. | PO 48450 BLANKET: W/S SUPPLES | 372.70 | 372.70 |
| 15800 | 2140 - HYDRO TECHNOLOGY, LLC. | PO 47470 BACK FLOW PREVENTION MAINTENANCE | 300.00 | 300.00 |
| 15801 | 3668 - IHEARTIMEDIA + ENTERTAINMENT INC. | PO 48589 Downtown Newton Area Radio advertis | 1,100.00 | 1,100.00 |
| 15802 | 1714 - JAEKEL, KENNETH | PO 48813 BOOT ALLOWANCE | 200.00 | 200.00 |
| 15803 | 3682 - JASON VANDERGROEF | PO 48814 BOOT ALLOWANCE | 200.00 | 200.00 |
| 15804 | 1271 - JCI JONES CHEMICALS, INC | PO 48395 BID: LIQ SULFUR DIOXIDE @ \$.65 (\$7, | 390.00 | |
| | | PO 48396 BID: CHLORINE \$.65 gal (\$7,117.50 x | 682.50 | 1,072.50 |
| 15805 | 113 - JCP&L | PO 48716 BLANKET: W/S ELECTRIC (see P | 29,106.75 | 29,106.75 |
| 15806 | 3772 - JK HVAC SERVICE, LLC. | PO 48703 HEATING & A/C UNITS REPAIRED | 1,063.62 | 1,063.62 |
| 15807 | 2576 - JOSEPH WHITE | PO 48806 BOOT ALLOWANCE | 200.00 | 200.00 |
| 15808 | 2569 - KIEFFER ELECTRIC, INC. | PO 48600 GROUND ELECTRIC AT WWTP | 3,613.61 | |
| | | PO 48764 WTP REPAIR ELECTRIC SUSPENSION HEAT | 175.00 | 3,788.61 |
| 15809 | 3811 - KUSTERS ZIMA CORPORATION | PO 48496 WWTP RAKE SCRAPERS | 1,290.00 | 1,290.00 |
| 15810 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 48739 JUNE LEGAL | 144.00 | 144.00 |
| 15811 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 48849 JULY LEGAL | 32.00 | 32.00 |
| 15812 | 263 - MCMANIMON, SCOTLAND & BAUMANN, LLC | PO 48642 JAWS OF LIFE CAP AMENDMENT & ASSESS | 215.00 | 215.00 |
| 15813 | 53 - MONTAGUE TOOL & SUPPLY, INC. | PO 48590 STAINLESS STEEL BOLTS & BATTERY IMP | 427.31 | |
| | | PO 48669 W/S HYDRANT BOLTS, JACK HAMMER BITS | 215.29 | 642.60 |
| 15814 | 3450 - MORRIS ASPHALT SUPPLY, LLC | PO 48722 ASPHALT (11.986 TONS) | 659.23 | 659.23 |
| 15815 | 3166 - MOTT MACDONALD GROUP, INC. | PO 48744 2016 SEWER CONSULTING 6/24 | 3,846.67 | 3,846.67 |
| 15816 | 3528 - Miracle Chemical Co | PO 48401 BID: SODIUM HYPOCHLORITE @ \$1.265 (| 1,501.67 | 1,501.67 |
| 15817 | 2882 - ONE CALL CONCEPTS, INC. | PO 47516 BLANKET: ONE CALL MESSAGES (Jan-Dec | 465.00 | 465.00 |
| 15818 | 1407 - PASSAIC VALLEY SEWERAGE COMM. | PO 47555 BLANKET: SLUDGE DISPOSAL (Jan-Mar) | 7,280.00 | 7,280.00 |
| 15819 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 48712 JUNE ENGINEERING | 1,274.00 | 1,274.00 |
| 15820 | 2788 - PENTELEDATA | PO 47484 BLANKET: INTERNET ACCT #1871584 (J | 439.80 | 439.80 |
| 15821 | 2922 - POLOWY STONE MASON & LANDSCAPE SUPP | PO 48838 SAND & STONE MAIN ST WTR LEAK | 383.90 | 383.90 |
| 15822 | 121 - PUMPING SERVICES, INC. | PO 47781 QTR INSPECT MORRIS LAKE SCADA SYSTE | 1,400.00 | |
| | | PO 48660 STP FIRST STAGE PUMP REPAIR | 645.00 | |
| | | PO 48734 QTRLY INSP STP | 3,965.00 | 6,010.00 |
| 15823 | 853 - R&D TRUCKING INC | PO 48390 BID: SLUDGE REMOVAL @ \$.0339 (\$48 | 5,152.80 | 5,152.80 |
| 15824 | 2932 - RULLO & JULET ASSOCIATES, INC. | PO 48595 RIGHT TO KNOW SURVEYS | 1,261.50 | 1,261.50 |
| 15825 | 55 - SCHMIDT'S WHOLESALE, INC | PO 47581 BLANKET: METER \$3000/MAIN \$3000 SUP | 172.78 | |

**List of Bills - (60001) CASH - W/S OPERATING-LAKELAND #426
WATER/SEWER UTILITY**

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|---|-----------|---------------------|
| | | PO 48505 4" VALVE REPLACEMENT | 1,528.16 | 1,700.94 |
| 15826 | 126 - SCMUA | PO 47580 BLANKET: TRASH/BRUSH/STREETSWEeping | 483.00 | 483.00 |
| 15827 | 2665 - SIGN-A-RAMA, INC. | PO 48554 Over the Street Welcome to Newton B | 253.50 | 253.50 |
| 15828 | 277 - SISCO, JAMES | PO 48812 BOOT ALLOWANCE | 200.00 | 200.00 |
| 15829 | 1489 - SMALLEY, JOHN H | PO 47521 BLANKET: 2016 SVC'S MORRIS LAKE 12 | 1,250.00 | 1,250.00 |
| 15830 | 2257 - STAPLES BUSINESS ADVANTAGE, INC. | PO 48711 Printer and Toner for Manager's Ass | 360.98 | |
| | | PO 48851 CABLES COMPUTERS | 9.89 | 370.87 |
| 15831 | 1212 - STATEWIDE INSURANCE FUND | PO 48756 4 OF 4 INSTALLMENTS W/C & ALL LINES | 52,743.60 | 52,743.60 |
| 15832 | 3442 - SUNLIGHT GENERAL | PO 47486 BLANKET: DPW/STP ELECTRIC (JAN-MAR) | 979.30 | 979.30 |
| 15833 | 2591 - SUSSEX COUNTY FIREMEN'S ASSOCIATION | PO 48632 Sussex County Public Safety Memoria | 75.00 | 75.00 |
| 15834 | 130 - SUSSEX COUNTY P & H, INC. | PO 47545 BLANKET: PLUMBING SUPPLIES | 420.23 | 420.23 |
| 15835 | 3429 - TOYOTA MOTOR CREDIT CORP. | PO 47522 BLANKET: 2013 TOYOTA CAMRY @ \$472 | 472.08 | 472.08 |
| 15836 | 1151 - TREASURER, STATE OF NEW JERSEY | PO 48736 SAFE DRINKING WATER (7/1/16-6/30/17) | 720.00 | 720.00 |
| 15837 | 1280 - VERIZON WIRELESS, INC. | PO 47528 BLANKET: CELL PHONES ACCT #88257107 | 260.95 | 260.95 |
| 15838 | 2713 - WILLIAM GRENNILLE, LLC. | PO 48686 OPERATOR COVERAGE J.CARR | 2,500.00 | 2,500.00 |
| | TOTAL | | | ----- 157,134.23 |

Total to be paid from Fund 60 WATER/SEWER UTILITY

157,134.23

=====

157,134.23

Checks Previously Disbursed

| | | | | |
|--------|-----------------|--------------|--------------------|-----------|
| 166023 | PAYROLL ACCOUNT | 8/11 W/S Pay | 31,523.10 | 8/11/2016 |
| 166022 | PAYROLL ACCOUNT | 7/28 w/s pay | 33,971.99 | 7/28/2016 |
| | | | ----- 65,495.09 | |

Total paid from Fund 60 WATER/SEWER UTILITY

65,495.09

65,495.09

Total for this Bills List: 222,629.32

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

| Check# | Vendor | Description | Payment | Check Total |
|--------|----------------------------------|---|----------|-------------------|
| 2424 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 48849 JULY LEGAL | 176.00 | 176.00 |
| 2425 | 116 - NEW JERSEY HERALD, INC. | PO 48785 7/6 Ad Fox Hollow bid | 312.30 | 312.30 |
| 2426 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 42159 FOX HOLLOW WATERMAIN REPLACE \$92, | 2,181.25 | 2,181.25 |
| | TOTAL | | | ----- 2,669.55 |

Total to be paid from Fund 61 WATER/SEWER CAPITAL

2,669.55

2,669.55

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

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|--|----------|-------------|
| 3504 | 1471 - COLFAX, DANIEL, ESQ. | PO 48742 CONFLICT PUBLIC DEFENDER -MCKEVITT | 200.00 | 200.00 |
| 3505 | 3112 - COUNTRY CLUB ICE CREAM, LLC. | PO 48354 BLANKET: ICE CREAM POOL | 939.69 | 939.69 |
| 3506 | 3703 - GRUBER, COLABELLA & LIUZZA | PO 48640 ALT PUBLIC DEFENDER LUTZ 5/24 | 200.00 | 200.00 |
| 3507 | 230 - HAYEK'S MARKET INC. | PO 48708 COFFEE WITH A COP EVENT | 50.23 | 50.23 |
| 3508 | 3235 - J. CALDWELL & ASSOCIATES, LLC. | PO 48842 MITCHELL-JULY ESCROW | 330.00 | |
| | | PO 48843 THORLABS-JULY ESCROW | 409.00 | |
| | | PO 48844 19 MERRIAM-JULY ESCROW | 59.00 | |
| | | PO 48845 RPM-JULY ESCROW | 118.00 | 916.00 |
| 3509 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 48798 RPM -JULY | 784.00 | 784.00 |
| 3510 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 48825 RPM-JUNE ESCROW | 384.00 | 384.00 |
| 3511 | 3438 - LAKELAND BUS LINES, INC. | PO 48782 BUS CHARTER WICKED | 825.00 | 825.00 |
| 3512 | 263 - MCMANIMON, SCOTLAND & BAUMANN, LLC | PO 48689 RPM FEB-APR | 7,874.20 | 7,874.20 |
| 3513 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 48824 NEWTON DUNKIN DONUTS-JUNE ESCROW | 65.00 | |
| | | PO 48835 NATURAL SELECTIONS-APRIL ESCROW | 246.75 | 311.75 |
| 3514 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 48846 KOHL'S -JUNE | 195.00 | |
| | | PO 48817 SC HABITAT FOR HUMANITY-JUNE ESCROW | 194.00 | |
| | | PO 48818 NATURAL SELECTION-JUNE ESCROW | 389.00 | |
| | | PO 48819 THORLABS-JUNE ESCROW | 260.00 | |
| | | PO 48820 AUTOZONE-JUNE ESCROW | 65.00 | |
| | | PO 48821 KROGH'S-JUNE ESCROW | 422.50 | |
| | | PO 48822 19 MERRIAM AVE-JUNE ESCROW | 227.50 | |
| | | PO 48823 PNC-JUNE ESCROW | 260.00 | 2,013.00 |
| 3515 | 3134 - SHOP RITE, INC. | PO 48355 BLANKET: FOOD POOL | 64.97 | 64.97 |
| 3516 | 285 - SLOAN, JAMES PPC. | PO 47479 2016 PUBLIC DEFENDER (\$13,500/12=\$1 | 1,125.00 | 1,125.00 |
| 3517 | 3820 - SUSSEX PROFESSIONAL BASEBALL, LLC | PO 48681 150 MINER TICKETS FOR 8/5 | 1,500.00 | 1,500.00 |
| 3518 | 2383 - TOM TOSTI | PO 48751 BANNER REIMBURSEMENT | 58.00 | 58.00 |
| 3519 | 1819 - VOGEL, CHAIT, COLLINS, SCHNEIDER, PC, | PO 48717 19 MERRIAM AVE -JUNE | 750.00 | |
| | | PO 48826 MITCHELL-JUNE | 210.00 | |
| | | PO 48827 THORLABS-JULY ESCROW | 315.00 | |
| | | PO 48829 AUTOZONE-JULY ESCROW | 90.00 | |
| | | PO 48830 19 MERRIAM AVE-JULY ESCROW | 210.00 | |
| | | PO 48831 SC HABITAT FOR HUMANITY-JULY ESCROW | 30.00 | |
| | | PO 48832 BRIAN GIBLIN-JULY ESCROW | 105.00 | |
| | | PO 48833 CAMP ILIFF-JULY ESCROW | 45.00 | 1,755.00 |
| 3520 | 1819 - VOGEL, CHAIT, COLLINS, SCHNEIDER, PC, | PO 48834 NATURAL SELECTION-JULY ESCROW | 15.00 | 15.00 |
| TOTAL | | | | 19,015.84 |

Total to be paid from Fund 71 TRUST

19,015.84

19,015.84

Checks Previously Disbursed

| | | | | |
|--------|-----------------|--------------------|-----------|-----------|
| 167116 | PAYROLL ACCOUNT | 8/11 Trust | 22,159.50 | 8/11/2016 |
| 167115 | PAYROLL ACCOUNT | 7/28 trust payroll | 14,694.00 | 7/28/2016 |
| | | | 36,853.50 | |

Total paid from Fund 71 TRUST

36,853.50

36,853.50

Total for this Bills List: 55,869.34

**List of Bills - (720001) CASH - DEV ESCROW - LAKELAND #515
DEVELOPERS ESCROW (Fund 72)**

| Check# | Vendor | Description | Payment | Check Total |
|---|------------------------|------------------------|-----------------|-------------------|
| 1263 | 3824 - Newton 213, LLC | PO 48767 REFUND ESCROW | 9,774.00 | 9,774.00 |
| | TOTAL | | | ----- 9,774.00 |
| Total to be paid from Fund 72 DEVELOPERS ESCROW (Fund 72) | | | 9,774.00 | |
| | | | <u>9,774.00</u> | |
| | | | 9,774.00 | |

**List of Bills - (730001) CASH - SUI - LAKELAND #027
SUI (Fund 73)**

| Check# | Vendor | Description | Payment | Check Total |
|---|--|--|---------------|-----------------|
| 1107 | 862 - S/NJ DEPT OF LABOR & WORKFORCE DEV | PO 48693 CASTASTROPHIC ILLNESS FUND ASSESS 1 | 240.00 | 240.00 |
| | TOTAL | | | ----- 240.00 |
| Total to be paid from Fund 73 SUI (Fund 73) | | | 240.00 | |
| | | | <u>240.00</u> | |
| | | | 240.00 | |

**List of Bills - (750001) CASH - HOUSING TRUST FUND (COAH) #0301
HOUSING TRUST FUND (COAH) (Fund 75)**

| Check# | Vendor | Description | Payment | Check Total |
|---|----------------------------------|---------------------|--------------|-------------|
| 152 | 2532 - LADDEY, CLARK & RYAN, LLP | PO 48739 JUNE LEGAL | 80.00 | 80.00 |
| | TOTAL | | | 80.00 |
| Total to be paid from Fund 75 HOUSING TRUST FUND (COAH) (Fund 75) | | | 80.00 | |
| | | | <u>80.00</u> | |



TOWN OF NEWTON

RESOLUTION #152-2016

August 22, 2016

“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 August 22, 2016, that an Executive Session closed to the public shall be held on August 22, 2016, 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, August 22, 2016.

Lorraine A. Read, RMC
Municipal Clerk

AGENDA ITEMS

For August 22, 2016 Council Meeting

Minutes: - July 18, 2016 – Regular Meeting
August 10, 2016 – Executive Meeting

An application for an on-premise raffle (50-50) from the Pride Foundation, Inc. to be held on September 9, 2016 at 7:00 pm; September 23, 2016 at 7:00 pm; October 14, 2016 at 7:00 pm; October 28, 2016 at 7:00 pm; November 11, 2016 at 7:00 pm; November 18, 2016 at 7:00 pm; December 6, 2016 at 6:00 pm; December 13, 2016 at 6:00 pm; and December 20, 2016 at 6:00 pm at 44 Ryerson Avenue, Newton.

An application for an off-premise raffle (merchandise) from the Newton medical Center Foundation to be held on November 12, 2016 at 6:30 pm at 175 High Street, Newton.

An application for Special Permit for Social Affair from the Karen Ann Quinlan Memorial Foundation to be held on October 16, 2016 from 6:30 pm to 10:30 pm at 102 Sparta Avenue, Newton.