



**AGENDA**  
**NEWTON TOWN COUNCIL**  
**JANUARY 9, 2012**  
**7:00 P.M.**

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. OPEN PUBLIC MEETINGS ACT STATEMENT**
- IV. APPROVAL OF MINUTES** - DECEMBER 28, 2011 REGULAR 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.** PROCLAMATION – NEWTON FIRST AID SQUAD (FOR THE RECORD ONLY)

**VII. ORDINANCES**

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

ORDINANCE 2011-27

AN ORDINANCE FOR PROFESSIONAL SERVICES FOR CALENDAR YEAR 2012

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

**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 #1-2012\* RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY
- b. RESOLUTION #2-2012\* AUTHORIZE WAIVING PLANNING BOARD APPLICATION FEE FOR THE FOODSHED ALLIANCE
- c. RESOLUTION #3-2012\* AUTHORIZE RELEASE OF PERFORMANCE GUARANTEE POSTED BY HIGHWAY ENTERPRISES, INC., FOR THE DEVELOPMENT OF BLOCK 803, LOT 3 AND BLOCK 720, LOT 12
- d. RESOLUTION #4-2012\* AUTHORIZE THE RELEASE OF EXECUTIVE SESSION MINUTES TO THE PUBLIC
- e. RESOLUTION #5-2012\* APPOINTMENT OF EXCEL ENVIRONMENTAL RESOURCES, INC., AS TOWN ENVIRONMENTAL ENGINEER FOR CALENDAR YEAR 2012
- f. RESOLUTION #6-2012\* RATIFY AND AFFIRM THE ISSUANCE OF A BOND ANTICIPATION NOTE
- g. RESOLUTION #7-2012\* AUTHORIZE REFUND OF TAXES PAID ON CERTAIN PROPERTY FOR THE YEAR 2010 AND CANCELLATION OF TAXES FOR 2011
- h. RESOLUTION #8-2012\* AUTHORIZE THE EXECUTION OF AN AGREEMENT FOR CALENDAR YEAR 2012 WITH THE DEPUTY MUNICIPAL PUBLIC DEFENDER
- i. RESOLUTION #9-2012\* APPOINTMENT OF ANDREW A. FRASER, ESQ., AS THE TOWN OF NEWTON'S ALTERNATE MUNICIPAL PROSECUTOR FOR CALENDAR YEAR 2012
- j. RESOLUTION #10-2012\* APPROVE 2011 APPROPRIATION RESERVE TRANSFERS
- k. RESOLUTION #11-2012\* APPROVE BILLS AND VOUCHERS FOR PAYMENT

## X. INTERMISSION

## XI. DISCUSSION

## XII. OPEN TO THE PUBLIC

## XIII. COUNCIL & MANAGER COMMENTS

**XIV. EXECUTIVE SESSION**

**a. RESOLUTION #12-2012**

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. CONTRACT NEGOTIATIONS
2. POTENTIAL LITIGATION
3. PERSONNEL

**XV. ORDINANCE**

**a. INTRODUCTION**

ORDINANCE 2012-1

AN ORDINANCE FOR THE APPOINTMENT OF TOWN ENGINEER FOR CALENDAR YEARS 2012, 2013 AND 2014

**XVI. RESOLUTION**

**a. RESOLUTION #13-2012**

APPOINTMENT OF SEWER ENGINEER FOR CALENDAR YEAR 2012

**XVII. ADJOURNMENT**

*Office of the Mayor*

**Newton, New Jersey**

# **Proclamation**

## **Newton First Aid and Rescue Squad**

**WHEREAS**, the Newton First Aid and Rescue Squad was established in 1957 and over the years, these dedicated volunteers have sacrificed their time to help those in need; and

**WHEREAS**, under the leadership of Captain Cassandra Phillips, the Squad, with its twenty-five (25) members, responded to approximately eleven hundred (1,100) calls for help in 2011, proving that this organization is vital to the health, safety and welfare of our community; and

**WHEREAS**, the Squad works along side the Newton Police Department and Fire Department to provide emergency medical care in times of crisis. Their dedication and care throughout the years continues to serve as a sense of comfort and security to the residents, business owners and visitors to the Town of Newton; and

**WHEREAS**, in 2011 the Town of Newton faced numerous emergency situations, such as Hurricane Irene, Tropical Storm Ike and numerous snow storms. Governor Christie recognized all the volunteer emergency rescue personnel for their dedication in this very challenging year in a ceremony held in October at the War Memorial in Trenton, that Deb Phillips attended on the Squad's behalf;

**NOW THEREFORE WE**, the Mayor and Town Council of the Town of Newton, hereby proclaim our gratitude and appreciation to the Newton First Aid and Rescue Squad for their endless hours of support and service to the Newton Community.

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

\_\_\_\_\_  
Attest: \_\_\_\_\_

Date: \_\_\_\_\_ January 7, 2012 \_\_\_\_\_

**TOWN OF NEWTON  
ORDINANCE NO. 2011-27**

**AN ORDINANCE FOR PROFESSIONAL SERVICES  
FOR CALENDAR YEAR 2012**

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

**WHEREAS**, there exists a need for special counsel to be appointed to represent the Town of Newton with respect to municipal matters for calendar year 2012; and

**WHEREAS**, the Town of Newton has provided funds in the Municipal Budget for expenditures pertaining to said municipal matters, and the funds have been certified as being available by the Chief Financial Officer; and

**WHEREAS**, Sanford L. Hollander, Esq., of Hollander, Strelzik, Pasculli, Pasculli, Hinkes, Gacquin, Vandenberg & Hontz, L.L.C., has indicated that all such services will be rendered to the Town of Newton on the basis of a \$180.00 per hour charge, which the Newton Town Council deems fair and equitable for said professional services; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1, *et seq.*) requires that the Resolution authorizing the award of contracts for “professional services” without competitive bids, and the contracts themselves, must be available for public inspection.

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

- 1) The Mayor and Clerk of the Town of Newton are hereby authorized and directed to execute a duplicate of this Ordinance, which shall act as the authorization and agreement between the Town of Newton and Sanford L. Hollander, Esq., of Hollander, Strelzik, Pasculli, Pasculli, Hinkes, Gacquin, Vandenberg & Hontz, L.L.C., providing their retention as Town Attorney in and on behalf of the Town of Newton for calendar year 2012.
- 2) The services to be rendered by Sanford L. Hollander, Esq., of Hollander, Strelzik, Pasculli, Pasculli, Hinkes, Gacquin, Vandenberg & Hontz, L.L.C., shall be on an hourly basis, on an “as needed” requirement, as sought by the Town of Newton at a rate of \$180.00 per hour.
- 3) This contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A:11-1(1)(a) of the Local Public Contracts Law, because Sanford L. Hollander, Esq., of Hollander, Strelzik, Pasculli, Pasculli, Hinkes, Gacquin, Vandenberg & Hontz, L.L.C., is a licensed attorney of the State of New Jersey and, as such, is duly qualified as a professional to carry out the subject services which are expressly exempt from the Local Public Contracts bidding requirements and the candidate complies

with all requirements for appointment without public bidding under N.J.S. 19:44a-1, *et seq.*

- 4) Notice of this action shall be published once in the *New Jersey Herald*.

PUBLIC NOTICE is hereby given that the above Ordinance was passed on the first reading by the Town Council of the Town of Newton, Sussex County, New Jersey, at a regular meeting of said Council, held on December 28, 2011, and that a public hearing regarding the above will be held on January 9, 2012 at the Municipal Building, 39 Trinity Street, Newton, New Jersey at 7:00p.m. at which time, all persons interested both for and against said Ordinance shall be given an opportunity to be heard concerning same.

---

**Lorraine A. Read**

Municipal Clerk/Registrar

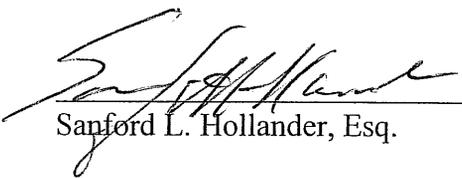
IT IS hereby certified that this is a true and accurate copy of an Ordinance adopted by the Town Council of the Town of Newton at a regular meeting held on January 9, 2012.

---

**Lorraine A. Read**

Municipal Clerk/Registrar

Date Approved: \_\_\_\_\_



---

Sanford L. Hollander, Esq.



## TOWN OF NEWTON

### RESOLUTION #1-2012

January 9, 2012

### “Resolution Authorizing Disposal of Surplus Property”

**WHEREAS**, the Town of Newton is the owner of certain surplus property which is no longer needed for public use; and

**WHEREAS**, the Town Council is desirous of selling said surplus property in an “as is” condition without express or implied warranties;

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

- 1) The sale of surplus property shall be conducted through GovDeals pursuant to NJ State Contract A-70967/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals are available online at govdeals.com and also available in the Clerk’s Office of the Town of Newton.
- 2) The sale will be conducted online and the address of the auction site is govdeals.com.
- 3) The sale is being conducted pursuant to Local Finance Notice 2008-9.
- 4) A list of the surplus property to be sold is as follows:
  1. Canon Imageclass MF5770, copy/fax/scan machine  
Condition: Good  
Quantity: 1
  2. 2005 Ford Crown Victoria  
Vin#: 2FAHP71W85X136675  
Odometer Reading: 88,153 MILES  
Condition: Fair
- 5) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- 6) The Town of Newton reserves the right to accept or reject any bids submitted.

### 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, January 9, 2012.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #2-2012

January 9, 2012

**"Authorize Waiving Planning Board Application Fee for the Foodshed Alliance"**

**WHEREAS**, the Foodshed Alliance, a not-for-profit organization, appeared before the Planning Board at their meeting on December 21, 2011 to request permission to host a farmers' market at the SpringBoard Shoppes at 145 Spring Street; and

**WHEREAS**, the Planning Board approved a waiver of site plan for the Foodshed Alliance to be located at the Spring Board Shoppes at 145 Spring Street; and

**WHEREAS**, as part of the application before the Planning Board, the Foodshed Alliance submitted the required \$100.00 application fee; and

**WHEREAS**, the Planning Board, in a memo to the Town Council dated December 22, 2011, recommends the waiving of the fee that was submitted with the application for the waiver of site plan;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Newton that we hereby waive the application fee for the Foodshed Alliance and they be issued a refund in the amount of \$100.00 based on the recommendation of the Planning Board and due to the inherent social, cultural, community, and economic benefits of having a farmers' market in the Town of Newton.

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, January 9, 2012.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #3-2012

January 9, 2012

**“Authorize Release of the Performance Guarantee Posted by Highway Enterprises, Inc., for the Development of Block 803, Lot 3 and Block 720, Lot 12”**

**WHEREAS**, Highway Enterprises, Inc., posted a Performance Guarantee with the Town of Newton in connection with the development of Block 803, Lot 3 and Block 720, Lot 12 located on East Clinton Street and Moran Street in the Town of Newton; and

**WHEREAS**, in a letter dated December 30, 2011, David B. Simmons, Jr., PE of the firm of Harold E. Pellow & Associates, Inc., Town Engineer, has recommended that the Performance Guarantee in the amount of \$10,620.00 currently on file with the Town of Newton be released;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it hereby authorizes the release of the Performance Guarantee in the amount of \$10,620.00 posted with the Town of Newton by Highway Enterprises, Inc., related to the development of Block 803, Lot 3 and Block 720, Lot 12 located on East Clinton Street and Moran Street based on the recommendation of 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, January 9, 2012

---

Lorrain A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #4-2012

January 9, 2012

### "Authorize the Release of Executive Session Minutes to the Public"

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

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

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

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

1/10/11, 3/28/11, 4/25/11, 5/9/11, 5/23/11, 6/13/11, 7/11/11

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

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, January 9, 2012.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #5-2012

January 9, 2012

### **“Appointment of Excel Environmental Resources, Inc., as Town Environmental Engineer for Calendar Year 2012”**

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

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

**WHEREAS**, Excel Environmental Resources, Inc., has submitted a proposal outlining the services to be provided; and

**WHEREAS**, after review of all submitted proposals by the RFP Review Committee, the Governing Body has determined that Excel Environmental Resources, Inc., is the best firm for the position; and

**WHEREAS**, the anticipated term of this contract is one (1) year ending December 31, 2012;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Newton hereby authorizes the Mayor and Clerk to execute an agreement with Excel Environmental Resources, Inc., for services as Environmental Engineer for calendar year 2012; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to Excel Environmental Resources, Inc.; and

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

### **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, January 9, 2012.

---

Lorraine A. Read, RMC  
Municipal Clerk

PROMISSORY NOTE

CUSTOMER COPY

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$89,000.00	12-28-2011	02-28-2012	61322	610	10098899	2230	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Town of Newton (TIN: 22-6002148)  
39 Trinity Street  
Newton, NJ 07860

**Lender:** Lakeland Bank  
Commercial Loan Department Sussex  
Loan Operations  
250 Oak Ridge Road  
Oak Ridge, NJ 07438

COPY

COPY

Principal Amount: \$89,000.00

Date of Note: December 28, 2011

**PROMISE TO PAY.** Town of Newton ("Borrower") promises to pay to Lakeland Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eighty-nine Thousand & 00/100 Dollars (\$89,000.00), together with interest on the unpaid principal balance from December 28, 2011, until paid in full, together with all applicable fees and expenses.

**PAYMENT.** Borrower will pay this loan in one principal payment of \$89,000.00 plus interest on February 28, 2012. This payment due on February 28, 2012, will be for all principal, accrued interest, and all other applicable fees and expenses, if any, not yet paid. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Prime Rate, the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks, as published in The Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 3.250% per annum based on a year of 360 days. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 3.250% per annum or more than the maximum rate allowed by applicable law.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Lakeland Bank, Commercial Loan Department Sussex, Loan Operations, 250 Oak Ridge Road, Oak Ridge, NJ 07438.

**LATE CHARGE.** If a payment is 15 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$5.00, whichever is greater. This late charge shall be paid to Lender by Borrower for the purpose of defraying the expense incident to the handling of the delinquent payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of

PROMISSORY NOTE  
(Continued)

Page 2

Loan No: 61322

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** This loan is unsecured.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

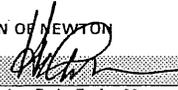
**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

TOWN OF NEWTON

By:   
Helen R. LeFrois, Mayor of Town of Newton

By:   
Dawn L. Babcock, Chief Financial Officer of Town of Newton



## TOWN OF NEWTON

### RESOLUTION #6-2012

January 9, 2012

### “Ratify and Affirm the Issuance of a Bond Anticipation Note”

**WHEREAS**, Ordinance No. 2010-23 previously adopted by the Town Council of the Town of Newton authorized a special emergency appropriation for the preparation and implementation of a reassessment of all real property within the Town of Newton and Resolution #203-2010 adopted on October 13, 2010 authorized the issuance of a special emergency note to provide temporary financing for the Current Fund, and as of December 31, 2011 there remains an unfunded amount of \$48,000; and

**WHEREAS**, Ordinance No. 2008-18 adopted on August 18, 2008 authorized a special emergency appropriation for the Codification of Ordinances and as of December 31, 2011 there remains an unfunded amount of \$8,400; and

**WHEREAS**, Resolution No. 222-2011 adopted on October 23, 2011 authorized an emergency appropriation for Hurricane Irene costs and as of December 31, 2011 there remains an unfunded amount of \$32,831; and

**WHEREAS**, the Chief Financial Officer obtained a quote for an \$89,000 Special Emergency Note from Lakeland Bank at a variable interest rate based on the *Wall Street Journal* Prime Rate which is currently 3.25% per annum; and

**WHEREAS**, the appropriate Town Officials executed said Note in the amount of \$89,000.00 dated December 28, 2011 for a term of sixty days (60) due February 28, 2012; and

**WHEREAS**, to comply with N.J.S.A. 40A:2-28 of the Local Bond Law, which requires that the Chief Financial Officer report certain information in writing to the Mayor and Council at the next Council meeting, herewith attached is a copy of the Note evidencing the principal amount, interest rate, the maturity date, the price obtained and the name of the purchaser;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it does hereby ratify and affirm the issuance of said Special Emergency Note by the Chief Financial Officer and the execution of said note by the appropriate Town Officials.

### 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, January 9, 2012.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #7-2012

January 9, 2012

**"Authorize Refund of Taxes Paid on Certain Property  
for the year 2010 and Cancellation of Taxes for 2011"**

**WHEREAS**, the Town of Newton was granted ownership of three (3) parcels of land by a deed dated December 23, 2009, and recorded with the Sussex County Clerk on December 29, 2009, in Book 3241, Page 244; and

**WHEREAS**, the three parcels included in said Deed are known as Block 401, Lot 12; Block 401, Lot 13; and Block 401, Lot 30, all of which are vacant lands located on Shady Lane; and

**WHEREAS**, effective January 1, 2010, the aforesaid three parcels were deemed tax exempt by the Town of Newton's Tax Assessor in a memo dated December 22, 2011; and

**WHEREAS**, notwithstanding the land transfer to the Town, the former owner, J & R Developers, Inc., 17-17 Broadway, Fairlawn, NJ 07410 paid taxes and interest on said parcels for the tax year 2010 in the amount of \$3,099.99 (tax \$3,031.37, interest \$68.62) for Block 401, Lot 12; \$2,616.90 (tax \$2,560.01, interest \$56.89) for Block 401, Lot 13; and \$4,305.54 (tax \$4,066.21, interest \$236.33) for Block 401, Lot 30, for the total amount of \$10,019.43, which amount should be refunded to the former property owner by the Treasurer of the Town; and

**WHEREAS**, notwithstanding the exempt status of the property, taxes were assessed on the property for the tax year 2011 in the amount of \$3,312.16 for Block 401, Lot 12; \$2,744.92 for Block 401 Lot 13; and \$4,560.74 for Block 401, Lot 30, for the total amount of \$10,617.82, which taxes should be cancelled by the Tax Collector of the Town;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that the taxes collected for Block 401, Lot 12; Block 401, Lot 13; and Block 401, Lot 30, for the tax year 2010 be refunded to J & R Developers, Inc., in the total amount of \$10,019.43; and that the taxes assessed on said properties for the tax year 2011 be cancelled in the amount of \$10,617.82; and

**BE IT FURTHER RESOLVED**, that the Treasurer is authorized to issue a check in the amount of \$10,019.43 to refund the taxes for the year 2010 to J & R Developers, Inc. 17-17 Broadway, Fairlawn, NJ 07410, and that the Tax Collector is directed to cancel the taxes for the year 2011 in the amount of \$10,617.82.

### 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, January 9, 2012.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #8-2012

January 9, 2012

**“Authorize the Execution of an Agreement for Calendar Year 2012 with the Deputy Municipal Public Defender”**

**WHEREAS**, the professional services of a Deputy Municipal Public Defender may be needed by the Town of Newton during calendar year 2012; and

**WHEREAS**, Daniel A. Colfax, Esq. has expressed an interest in serving as Deputy Municipal Public Defender; and

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

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

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it hereby authorizes the Mayor and Municipal Clerk to execute an agreement, in duplicate with Daniel A. Colfax, Esq. to permit him to perform the services of Deputy Municipal Public Defender during 2012; and

**BE IT FURTHER RESOLVED** that a fully executed copy of the agreement and a certified copy of this Resolution be forwarded to Daniel A. Colfax, Esq. and Municipal Judge John E. Mulhern.

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, January 9, 2012.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #9-2012

January 9, 2012

### “Appointment of Andrew A. Fraser, Esq., as the Town of Newton’s Alternate Municipal Prosecutor for Calendar Year 2012”

**WHEREAS**, Jonathan E. McMeen, Esq., currently serving as the Town of Newton’s Municipal Prosecutor, has indicated that an Alternate Municipal Prosecutor may be needed by the Town of Newton during calendar year 2012; and

**WHEREAS**, Andrew A. Fraser, Esq., an associate in Mr. McMeen’s office, has expressed an interest in serving as Newton’s Alternate Municipal Prosecutor; and

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

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

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that we hereby appoint Andrew A. Fraser, Esq. as the Town of Newton’s Alternate Municipal Prosecutor for the calendar year 2012; and

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution be forwarded to Andrew A. Fraser, Esq., Jonathan E. McMeen, Esq., David J. Weaver, Sussex County Prosecutor and the Town of Newton Municipal Judge, the Hon. John E. Mulhern.

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, January 9, 2012.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #10-2012

January 9, 2012

“Approve 2011 Appropriation Reserve Transfers”

**BE IT RESOLVED** by the Town Council of the Town of Newton that the following 2011 appropriation reserve transfers be approved effective this date:

<u>From</u>	<u>To</u>	<u>Amount</u>
<b><u>CURRENT</u></b>		
Road Repair/Maint OE 1080259	Vehicle Maint OE 1083378	\$2,000.00
Court SW 1059101	Building & Grounds OE 1061255	\$4,000.00
Court SW 1059101	Group Insurance OE 1066201	\$500.00
<b>TOTAL CURRENT TRANSFERS</b>		<hr/> <b>\$6,500.00</b>

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, January 9, 2012.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #11-2012

January 9, 2012

**“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 2011 and 2012 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, January 9, 2012.

---

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



## TOWN OF NEWTON

### RESOLUTION #12-2012

**December 12, 2011**    **“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) Contract Negotiations
- (2) Potential Litigation

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Newton, assembled in public session on January 9, 2012, that an Executive Session closed to the public shall be held on January 9, 2012, 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, January 9, 2012.

---

Lorraine A. Read, RMC  
Municipal Clerk

**TOWN OF NEWTON  
ORDINANCE NO. 2012-1**

**AN ORDINANCE FOR THE APPOINTMENT OF ENGINEER  
FOR CALENDAR YEARS 2012, 2013 & 2014**

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

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

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

**WHEREAS**, \_\_\_\_\_, has submitted a proposal outlining the services to be provided; and

**WHEREAS**, after review of all submitted proposals by the RFP Review Committee, and interviews by the Governing Body, the Town Council has determined that \_\_\_\_\_, is the best firm for the position; and

**WHEREAS**, the anticipated term of this contract is three (3) years ending December 31, 2014;

**NOW, THEREFORE BE IT ORDAINED**, that the Town Council of the Town of Newton hereby authorizes the Mayor and Clerk to execute an agreement with \_\_\_\_\_, for services as Municipal Engineer for calendar years 2012, 2013 and 2014; and

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

**PUBLIC NOTICE** is hereby given that the above Ordinance was passed on the first reading by the Town Council of the Town of Newton, Sussex County, New Jersey, at a regular meeting of said Committee, held on January 9, 2012, and that a public hearing regarding the above will be held on January 23, 2012 at the Municipal Building 39 Trinity Street, Newton, New Jersey at 7:00p.m. at which time, all persons interested both for and against said Ordinance shall be given an opportunity to be heard concerning same.

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



## TOWN OF NEWTON

### RESOLUTION #13-2012

January 9, 2012

"Appointment of \_\_\_\_\_, as  
Sewer Engineer for Calendar Year 2012"

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

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

**WHEREAS**, \_\_\_\_\_ has submitted a proposal outlining the services to be provided; and

**WHEREAS**, after review of all submitted proposals by the RFP Review Committee, and interviews by the Governing Body, the Town Council has determined that \_\_\_\_\_ is the best firm for the position; and

**WHEREAS**, the anticipated term of this contract is one (1) year ending December 31, 2012;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Newton hereby authorizes the Mayor and Clerk to execute an agreement with \_\_\_\_\_, for services as Sewer Engineer for calendar year 2012; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to \_\_\_\_\_; and

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

### 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, January 9, 2012.

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