



## AGENDA NEWTON TOWN COUNCIL

February 25, 2019

7:00 p.m.

### I. PLEDGE OF ALLEGIANCE

### II. ROLL CALL

### III. OPEN PUBLIC MEETINGS ACT STATEMENT

### IV. APPROVAL OF MINUTES

February 6, 2019 Budget Meeting  
February 9, 2019 Budget Meeting  
February 11, 2019 Executive Session  
February 11, 2019 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 take one turn at the microphone and please limit their comments to 5 minutes. The Clerk will keep time. 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. Mayor Le Frois
- b. Deputy Mayor Flynn
- c. Councilwoman Diglio
- d. Councilman Schlaffer
- e. Councilman Dickson
- f. Town Manager Russo

### VII. ORDINANCES

- a. 2<sup>nd</sup> Reading and Public Hearing  
Ordinance 2019-1

An Ordinance Amending Section 240-3.C Regarding Site Plan Approval and Section 320.34 Revising Generator Regulations in the Town of Newton

- b. Introduction  
Ordinance 2019-2

An Ordinance to Exceed the 2019  
Municipal Budget Appropriation Limits  
and to Establish a CAP Bank

## 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 #66-2019\*      Use a Three-Year Average Collection Rate for the 2019 Budget Reserve for Uncollected Taxes
- b. Resolution #67-2019\*      Authorizing the Town of Newton to Enter into a Shared Services Agreement with the County of Sussex, New Jersey for Traffic Signal Maintenance
- c. Resolution #68-2019\*      Authorizing the Adoption of the Cable Franchise Ascertainment Report of Service Electric Cable TV of New Jersey
- d. Resolution #69-2019\*      Authorize Entering into a Contract with Mott MacDonald, LLC for Professional Engineering Services for Conducting a Water Effect Ratio Study for the Wastewater Treatment Plant
- e. Resolution #70-2019\*      Refund of Redemption Monies to Outside Lien Holder for Block 11.01, Lot 14, also Known as 216 Woodside Avenue
- f. Resolution #71-2019\*      Refund of Redemption Monies to Outside Lien Holder for Block 14.04, Lot 7, also Known as 9 Lawnwood Avenue
- g. Resolution #72-2019\*      Approve 2018 Appropriation Reserve Transfers
- h. Resolution #73-2019\*      Authorize the Award of a Required Disclosure Contract for Suburban Consulting Engineers, Inc., for a Feasibility Study Memory Park - Community Pool Assessment

- i. Resolution #74-2019\* Authorize the Award of a Required Disclosure Contract for Suburban Consulting Engineers, Inc., for Professional Engineering Services to Conduct a Feasibility Study and Field Drainage Assessment Memory Park - Babe Ruth Field
- j. Resolution #75-2019\* Approve Bills and Vouchers for Payment
- k. Resolution #76-2019\* Resolution Recognizing Town Events and Town Endorsed Events
- l. Resolution #77-2019\* To Establish Preliminary Engineering Costs to Conduct a Feasibility Study and Field Drainage Assessment - Memory Park – Babe Ruth Field
- m. Application(s)\* An Application for a Special Permit for a Social Affair from Karen Ann Quinlan Memorial Foundation to be held on March 24, 2019 from 5:30pm to 10:00pm at Krave Café, 102 Sparta Avenue, Newton, New Jersey

**X. INTERMISSION**

**XI. DISCUSSION**

**XII. OPEN TO THE PUBLIC**

**XIII. COUNCIL & MANAGER COMMENTS**

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

**TOWN OF NEWTON  
ORDINANCE 2019-1**

**AN ORDINANCE AMENDING SECTION 240-3.C REGARDING SITE PLAN  
APPROVAL AND SECTION 320-34 REVISING GENERATOR REGULATIONS IN THE  
TOWN OF NEWTON**

**WHEREAS**, the Town of Newton has reviewed its requirements for generators and has determined that revisions are necessary in order to alleviate some of the permit process for generators with energy output of not more than 25kW;

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

**SECTION 1:** Section 240-3.C(1) shall amended by the addition of the following:

- (1) .... Further, emergency standby generators with maximum energy output of not more than 25kW shall also be exempt from site plan approval.

**SECTION 2:** Section 320-34.D shall be deleted in its entirety and replaced as follows:

D. Siting and placement requirements for all generators (commercial and residential).

- (1) Emergency generators may be located in a secondary front yard, side yard or rear yard and may not be more than 20 feet from the structure they are serving.
- (2) Minimum setbacks: 10 feet to secondary front yard, five feet to side or rear yard.

**SECTION 3:** Section 320-34.E shall be deleted in its entirety and replaced as follows:

E. Permits

1. Commercial or Residential applicants for an emergency standby generator must submit an application for a zoning permit from the Zoning Officer. The application must include a site drawing showing the proposed location of the standby generator and associated setbacks to all adjacent property lines. Noise in decibels based on distance from the unit must also be provided.
2. Commercial or Residential applicants for an emergency standby generator with a maximum energy output of more than 25 kW shall submit an application for a minor site plan with the Planning Board, unless the generator is proposed in conjunction with a major site plan application.

3. Zoning permits for generators are revocable if the owner does not continue to meet emergency standby generator use requirements.

**SECTION 4: SEVERABILITY AND REPEALER**

Should any part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part held invalid.

**SECTION 5: NOTICE**

The Town Clerk is directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the County Planning Board and to all others entitled pursuant to the provisions of N.J.S.A. 40:55D-15. Upon the adoption of this Ordinance, after public hearing, the Town Clerk is further directed to publish notice of the passage and to file a copy of this Ordinance, as finally adopted, with the Sussex County Planning Board, as required by N.J.S.A. 40:55D-16.

**SECTION 6: EFFECTIVE DATE**

This Ordinance shall take effect immediately upon adoption and publication in accordance with 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, February 11, 2019. It will be considered for adoption, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body to be conducted at 7:00pm on Monday, March 25, 2019 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

ATTEST:

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Lorraine A. Read, RMC  
Municipal Clerk

# TOWN OF NEWTON

## ORDINANCE # 2019-2

### AN ORDINANCE TO EXCEED THE 2019 MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

**WHEREAS**, the Town Council of the Town of Newton in the County of Sussex finds it advisable and necessary to increase its CY 2019 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

**WHEREAS**, the Newton Town Council hereby determines that a 1.0% increase in the budget for said year, amounting to \$96,022.85 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

**WHEREAS**, the Newton Town Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years;

**NOW, THEREFORE BE IT ORDAINED**, by the Town Council of the Town of Newton, in the County of Sussex, a majority of the full authorized membership of this Governing Body affirmatively concurring, that, in the CY 2019 budget year, the final appropriations of the Town of Newton shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 1.0%, amounting to \$96,022.85, and that the CY 2019 municipal budget for the Town of Newton be approved and adopted in accordance with this ordinance; and

**BE IT FURTHER ORDAINED**, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to the final appropriation in either of the next two succeeding years; and

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

**RECORDED VOTE:**

AYES:	(	NAYES:	(
	(		(
	(		(
	(		(
	(		(

ABSTAIN: (

ABSENT: (

**TAKE NOTICE** that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, February 25, 2019. It will be considered for adoption, after public hearing and final reading thereon, at a regular meeting of said Governing Body conducted on March 11, 2019, and shall take effect according to law.

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



## TOWN OF NEWTON

### RESOLUTION #66-2019

February 25, 2019

### “Use a Three-Year Average Collection Rate for the 2019 Budget Reserve for Uncollected Taxes”

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

**WHEREAS**, prior Town of Newton tax collection rates for the calendar years 2018, 2017, and 2016 were 97.96%, 98.34%, and 98.39% respectively; and

**WHEREAS**, the average of these aforementioned collection rates is 98.23%;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Newton that it hereby requests that it may utilize a tax collection rate of up to 98.23% when calculating the line item appropriation Reserve for Uncollected Taxes in its calendar year 2019 Municipal Budget. The Town intends to use a more conservative tax collection rate of 97.99%.

### 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, February 25, 2019.

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Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #67-2019

February 25, 2019

**“Authorizing the Town of Newton to Enter into a Shared Services Agreement with the County of Sussex, New Jersey for Traffic Signal Maintenance”**

**WHEREAS**, the Town of Newton owns certain traffic signals and flashing warning devices within its jurisdiction that need to be maintained, repaired, and upgraded to keep them in good repair and working condition; and

**WHEREAS**, the Town of Newton and the County of Sussex have determined it would be mutually beneficial to enter into a Shared Services Agreement, whereby through the Office of Bridge and Traffic Safety within the Sussex County Division of Engineering, would provide these traffic device services to the Town; and

**WHEREAS**, the Town of Newton and the County of Sussex desire to enter into an Shared Services Agreement through December 31, 2022 for maintenance of Newton’s traffic signals and flashing warning devices; and

**WHEREAS**, the parties have the authority to enter into a contract for the joint provision of the services pursuant to N.J.S.A 40A:65-1, et seq.;

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

1. The Town Manager of the Town of Newton is hereby authorized to execute a Shared Services Agreement between the Town of Newton and the County of Sussex, New Jersey.
2. This Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be forwarded to Gregory V. Poff II, Administrator, County of Sussex, and to the Division of Local Government Services and Department of Community Affairs.

#### 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, February 25, 2019.

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Lorraine A. Read, RMC  
Municipal Clerk

## A G R E E M E N T

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the County of Sussex, a political subdivision of the State of New Jersey, having its principal offices at One Spring Street, Newton, New Jersey 07860, hereinafter referred to as "County" and the Town of Newton, a municipality having its principal offices at the Municipal Building, 39 Trinity Street, Newton, New Jersey, 07860 hereinafter referred to as "Town"; and

**WHEREAS**, the Town owns certain traffic signals and flashing warning devices within its jurisdiction; and

**WHEREAS**, there is a need to have these signal devices maintained, repaired, and upgraded annually as required and necessary to keep them in good repair and working condition; and

**WHEREAS**, the County through its Office of Bridge and Traffic Safety within the Division of Engineering is in a position to provide these services to the Town; and

**WHEREAS**, the Town and County are interested in continuing an arrangement as a shared service that will allow for this collaboration to occur; and

**WHEREAS**, the Town and County have agreed to participate in the manner and to the extent as outlined in this Agreement which allocation of responsibility and cost is also agreeable to the parties; and

**WHEREAS**, the parties have the authority to enter into this Agreement under the Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1 et seq.

**NOW, THEREFORE**, the parties do hereby mutually stipulate and agree as follows:

1. The County shall be responsible for providing the labor, materials, electronic equipment, and vehicles/special equipment to perform inspections, routine maintenance, repairs including collision damage, and upgrades to the Town owned traffic signals and flashing warning devices. The Town owned traffic signals and flashing warning devices covered under this agreement are as follows:
  - a. N-01: Traffic Signal at the intersection of Spring Street, Union Place, and Madison Street
  - b. N-02: Traffic Signal at the intersection of Trinity Street and Union Place
  - c. N-03: Traffic Signal at the intersection of Trinity Street and Moran Street
2. The Town shall provide the traffic control as required during the traffic signal related work.

3. The County shall invoice the Town for the work performed as itemized for labor (portal to portal), materials, equipment, and vehicles/special equipment used in the course of performing traffic signal work including a 10% administrative/processing fee and any NJDOT permits.
4. The County shall provide a yearly schedule of vehicle and special equipment charges and labor rates (as attached) that would likely be needed to perform the traffic signal related work.
5. The County shall provide a semi-annual inspection of the traffic signals.
6. The Town shall be responsible for reimbursing the County within 30 days of the receipt of a bill for services rendered.
7. *This Agreement shall run from the date of signing until December 31, 2022.*
8. Each party reserves the right to cancel the Agreement by giving sixty (60) days written notice to the other party.
9. Upon expiration of the term, the parties may extend the term or enter into a new Agreement upon such terms and conditions, as they agree and incorporate into a written Agreement.
10. This Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, includes an effective date, and is executed by the Freeholder Director and Mayor.
11. The County response to emergencies (signal lamps out, knockdowns, and conflict monitoring) shall be within two hours. Non-emergent response will be within twenty-four hours or as mutually agreed to on a case by case basis.
12. The County shall maintain in full force and effect during the term of this Agreement, public officials liability, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein.
13. The Parties agree that they shall indemnify and hold the other harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the other Party or the other Party's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.
14. Any questions regarding the proper interpretation of the terms of this Agreement shall be submitted to the Town Attorney and County Counsel respectfully. Absent a unanimous opinion on the matter, it shall be referred to a single

arbitrator for binding arbitration. The parties will each pay one-half of the cost of the arbitration. The arbitrator will be chosen by the Town Attorney and County of Sussex.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized to do so in accordance with the statutes, hereunto set their hands and cause their corporate seals to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY OF SUSSEX**

ATTEST:

\_\_\_\_\_  
Teresa Lyons  
Clerk, Board of Chosen  
Freeholders

\_\_\_\_\_  
Herbert Yardley  
Freeholder Director

**TOWN OF NEWTON**

ATTEST:

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

\_\_\_\_\_  
Helen Le Frois  
Town Mayor

Attachment – Traffic Signals & Flashing Lights Agreement with the Town of Newton

Labor Rates and Equipment Rates – County of Sussex

Equipment / Labor	Rates
Bucket Truck	\$50 per hour
Pick-up Truck	\$25 per hour
General Supervisor	*\$43.03 per hour (includes fringe benefits)**
Traffic Signal Supervisor 2	*\$35.56 per hour (includes fringe benefits)**
Traffic Signal Technician 1	*\$27.37 per hour (includes fringe benefits)**
Laborer 1	*\$22.29 per hour (includes fringe benefits)**

\*Straight time per hour is valid for normal business hours, which is Monday through Friday from 7:00 a.m. to 3:30 p.m.

\*\*The rates above are listed according to the Union contract in force during 2017. Any overtime rates will be calculated and billed as per the Union contract for nights, weekends, and holidays. Rates of time and one half, double time, and triple time will be used as applicable.



## TOWN OF NEWTON

### RESOLUTION #68-2019

February 25, 2019      “Authorizing the Adoption of the Cable Franchise Ascertainment Report of Service Electric Cable TV of New Jersey”

**WHEREAS**, the Cable Television Franchise of Service Electric Cable TV of New Jersey, Inc. expires on April 19, 2020; and

**WHEREAS**, the Town of Newton, pursuant to N.J.A.C. 14:18-13.2, has conducted ascertainment proceedings to assess its future cable-related community needs and interests and to review past performance of the cable television operator; and

**WHEREAS**, the Newton Town Attorney, Municipal Clerk, and Deputy Municipal Clerk have served as the Town Cable Television Advisory Committee and reviewed the cable television status and needs of the Town of Newton; and

**WHEREAS**, the Advisory Committee assessed community cable-related needs and the current cable television operator's performance, including current cable services, consumer complaints, rates charged, program offerings, and reports of outages, and prepared a Cable Franchise Ascertainment Report dated February 11, 2019; and

**WHEREAS**, the Town of Newton hereby adopts the Cable Franchise Ascertainment Report for the Town of Newton dated February 11, 2019, which report shall be available for public inspection in the Newton Municipal Clerk's office and copies of which shall be provided to the cable television operator/Service Electric Cable TV of New Jersey, Inc. and the State of New Jersey, Board of Public Utilities, Office of Cable Television; and

**WHEREAS**, pursuant to the Board of Public Utilities regulations, Service Electric Cable TV of New Jersey Inc., as the cable television operator, shall have ninety (90) days from receipt of the municipal report to file a municipal consent application;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, that the February 11, 2019 Cable Franchise Ascertainment Report of the Town of Newton is hereby adopted and provided to Service Electric Cable TV of New Jersey and the State of New Jersey Office of Cable Television.

#### 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, February 25, 2019.

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Lorraine A. Read, RMC  
Municipal Clerk

# TOWN OF NEWTON



## Cable Franchise Ascertainment Report

**Dated: February 11, 2019**

### **Community Profile**

The Service Electric Cable TV of New Jersey, Inc. ("SECTV") franchise with the Town of Newton expires on April 19, 2020.

The Town of Newton (the "Town") is located in Sussex County, New Jersey, and encompasses approximately 3.1 square miles. It is bordered on the east and south by Andover Township, on the west by Fredon Township, and on the north by Hampton Township. Newton is the county seat of Sussex County, and is a traditional town with a historic downtown area and several compact, mixed-use neighborhoods.

### **Current Cable Services in Town of Newton**

The Town of Newton is currently serviced by SECTV, pursuant to the Cable Communication Policy Act of 1984 (47 U.S.C. § 521 et seq.). The Town, in review of a cable operator's proposal, may, in addition to other issues, consider whether the proposal is reasonable to meet future cable-related community needs and interest. The Town created a committee, made up of the Town Clerk, Town Deputy Clerk and Town Attorney, to review and determine present and future cable-related community needs and interests, whether they were being met, and meet needs for future.

### **Information Requested**

The Town requested, on July 18, 2017, and was provided, on July 26, 2017, information related to the Town of Newton's municipal fact-finding process for SECTV from the New Jersey Board of Public Utilities:

1. Record of Consumer Complaints  
From October 2010 through July 2017, 166 complaints were made by 68 people regarding SECTV. The main complaints relate to outages and poor quality of service, with 45 complaints for each category. There were 15 complaints regarding billing and 19 complaints concerning government regulations and information. All other categories of complaints totaled less than eight (8) over the seven (7) year period.
2. Non-Proprietary Reports Regarding SECTV  
There have been no recent sales or transfers of the SECTV system and per the Form F99, the Annual Report of SECTV's gross revenues and financial conditions indicate a net loss for the company in 2016, but sufficient assets, totaling in excess of \$26,000,000.
3. Rates Charged Subscribers  
The average number of customers in 2016 was 23,527. The average monthly subscriber bill totals \$107.86.
4. Program Offerings  
We were provided with the listing of SECTV's channel range and tiers, which appear sufficient and appropriate.
5. Reports of Outages

It is reported that there were four (4) reportable outages affecting the Town between January 1, 2015 through June 30, 2017. Reportable outages are two hours or more, affecting more than 50 subscribers or outages of one hour or more that affect more than 500 subscribers. Nothing unusual was reported by the Bureau of Inspection and Enforcement and nothing unusual was revealed by the inspection and enforcement staff of the Office of Cable Television and Telecommunications.

6. Information and Analysis Concerning Technical Performance and Operation and an analysis of construction reports.

All current system transmissions are in digital format and SECTV is utilizing a hybrid fiber/coaxial system in the Town, with fiber to the node technology. All signals are transmitted in digital format. High speed internet service, video-on-demand, select channels with HDTV and digital voice service utilizing voice over internet protocol technology are offered. Standby power supplies capable of system operation during commercial power interruptions are deployed by SECTV. The construction commitments in the Town have been met by SECTV per the current municipal consent ordinance.

**Community and Local Government Needs**

Pursuant to the Cable Communication Policy Act (47 U.S.C.A. 3512, et seq.), the Town is to consider whether there are future cable-related needs and interests. The following is requested from SECTV.

The Petitioner shall provide, free-of-charge: standard and HD cable installation; basic and a la carte cable service; and digital set-top boxes, HD set-top boxes and DTA, to the following institutions:

Board of Education

The schools are provided with twenty-four (24) classroom cable connections for Halstead Middle School and thirty (30) classroom cable connections for Merriam Avenue School. An additional five (5) connections are needed for the Newton Public High School.

A total of sixty (60) connections are requested for all Town public schools and maximum internet speeds are also requested.

Town of Newton Connections:

Three (3) cable connections for the Newton Police Department to remain.

Five (5) connections for the Newton Fire Department to be increased to six (6) total, three (3) connections for each Fire House.

Cable connection to Dennis Library to be increased from one (1) to two (2) connection.

One (1) cable connection for 20 Mill Street, Newton to remain

Three (3) cable connections for Newton Town Hall to remain.

Four (4) cable connections for the Newton Department of Public Works to remain.

Two (2) cable connections for the Newton Water Departments to remain.

Two (2) cable connections for the Newton Sewer Departments to remain.

Two (2) cable connections for the Newton Fire Museum to remain

Two (2) cable connections for the Newton First Aid Squad.

Remove cable connections for the Main Street Newton Office and at St. Joseph's School, as both are closed.

#### Sussex County Community College

Sussex County Community College to be provided with thirty (30) cable connections.

The municipal services were provided per the ordinance but additional connections are requested. This request is revised to include maximum speed internet provisions to all of the above. Standard and HD cable installation, basic and a la carte cable service, and digital set-top boxes, HD set-top boxes and DTA are also to be provided for each cable connection, free of charge.

#### **Franchise Fee**

The existing franchise fee is 2% of the gross revenues from cable television charges, which fee is to remain the same.

#### **Enhanced Technology and Services**

It is requested that SECTV extend fiber network to all publicly-owned facilities for the efficient operation of local government and to the schools to enhance their operations.

#### **Additional Requests- Reduced Rates for Senior Citizens and Veterans**

Reduced rates to be provided to the seniors and disabled citizens, per N.J.S.A. 48:5A-11.2.

A senior citizen's discount in the amount of ten (10%) percent of the monthly basic service rate is requested to any person 62 years of age or older who subscribes to cable services and does not share the subscription with more than one person in the same household who is less than 62 years of age. It is understood that such subscribers must meet the income and residence requirements of the Pharmaceutical Assistance to Aged and Disabled (PAAD) pursuant to N.J.S.A. 30:4D-21. It is also requested that the same discount rate apply to the disabled with the same PAAD eligibility requirements, as set forth in N.J.S.A. 48:5A-11.2.

It is further requested that properly documented military veterans receive the same reduced rates.

Should the above be acceptable, the Town of Newton will adopt an ordinance granting municipal consent to the issuance of a franchise to SECTV for cable television in the Town of Newton, subject to conditions to be set forth as part of any approval. It is recommended the term be fifteen (15) years.

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## TOWN OF NEWTON

### RESOLUTION #69-2019

February 25, 2019

**“Authorize Entering into a Contract with Mott MacDonald, LLC for Professional Engineering Services for Conducting a Water Effect Ratio Study for the Wastewater Treatment Plant”**

**WHEREAS**, the Town of Newton has a need for a Water Effect Ratio Study for the Wastewater Treatment Plant; and

**WHEREAS**, the Town Council appointed Mott MacDonald, LLC as Sewer Engineer for Special Projects for 2019 by the adoption of Resolution #268-2018 on December 26, 2018; and

**WHEREAS**, this study qualifies as a “special sewer project”; and

**WHEREAS**, Mott MacDonald has submitted a proposal dated February 4, 2019 for Conducting a Water Effect Ratio Study for the Wastewater Treatment Plant at a cost of \$24,500; and

**WHEREAS**, Mott MacDonald has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that Mott MacDonald has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one year, and the contract will prohibit Mott MacDonald from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Chief Financial Officer hereby certifies that funds NOT TO EXCEED \$24,500.00 are available as follows;

2019 Water Sewer Utility – Consultant #6051216	\$24,500.00
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**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with Mott MacDonald not to exceed \$24,500.00 for the proposal dated February 4, 2019 for Conducting a Water Effect Ratio Study for the Wastewater Treatment Plant.

### 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, February 25, 2019.

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Lorraine A. Read, RMC  
Municipal Clerk



Mr. Thomas S. Russo, Town Manager  
Town of Newton  
39 Trinity Street  
Newton, NJ 07860

111 Wood Avenue South  
Iselin NJ 08830-4112  
United States of America

T +1 (800) 832 3272

[www.mottmac.com/na/na/index](http://www.mottmac.com/na/na/index)

**Proposal for Conducting Water Effect Ratio Study for Copper for  
Town of Newton Wastewater Treatment Plant**

February 4, 2019

Dear Mr. Russo:

On 2/28/2018, the Town received the Final Permit for its Wastewater Treatment Plant (WWTP). One of the new permit conditions is a more stringent effluent permit limit for Copper. As discussed previously and based on our experience, a legal challenge for this particular limit was judged as not likely to be successful. However, the more stringent Copper limits have been provided with a 3-year compliance schedule and a water quality study can be conducted to modify the limit.

The Final Permit lowers the existing 22 ug/L monthly average limit for copper to 10.19 ug/L as monthly average and 12.24 ug/L as daily maximum, with an effective date of 4/1/2021. This change could be quite consequential. The WWTP effluent Copper concentrations have been historically under the existing limit of 22 ug/L, but not under the new, more stringent limits (see attached Table with summary of recent test results). While the 2018 data are consistently below detection limit (10 ug/L), and thus below the new, future permit limit, a number of data points from previous years would constitute a violation of the future permit limit.

In order to modify the more stringent limits for Copper before they become effective, the Town has an option of conducting a Water Effect Ratio (WER) study.

The WER study consists of a battery of bioassay tests conducted by a specialized toxicology laboratory, which could demonstrate that copper is less toxic to the aquatic life at the discharge location (Paulins Kill) than predicted by the Water Quality Standards based on tests in a clean, laboratory water. While the results cannot be guaranteed, WER studies have proven to be very effective in significantly increasing copper limits for many NJ dischargers. All of some dozen WER studies conducted in recent years by Mott MacDonald for municipal dischargers resulted in at least doubling the calculated Copper limit.

The Town previously authorized Mott MacDonald to prepare a Work Plan for the copper WER study, which was submitted to DEP in October of 2018. Recently, DEP provided minor comments on the Work Plan (attached). A modified Work Plan was reviewed by DEP and informally approved. Formal approval is pending.



Sampling for the WER study should be conducted during the low-flow, summer season (May to October). The NJPDES permit specifies that any studies for permit modification should be completed by EDP +24 months, i.e. by April 1, 2020. Consequently, sampling for the WER study should be conducted this summer.

Mott MacDonald proposes to conduct the WER study for Town of Newton WWTP in partnership with our proven subconsultant, GLEC, Inc. The study will be performed in accordance with the Work Plan. The WER study typically calls for conductance of toxicology testing on two separate sets of plant effluent and receiving stream samples. It is assumed that Town of Newton WWTP staff will collect the required 24-hr effluent composite samples and ship them to GLEC laboratory using containers and coolers provided by GLEC. Collection of grab stream samples (Paulins Kill) just upstream from the outfall will be needed on these two occasions, as well. The project scope includes preparation of the final report for submittal to DEP.

It is noted that the numerical value of the copper limit is also a function of the hardness in the receiving stream downstream of the discharge and of the background concentration of copper in the Paulins Kill upstream of the discharge. Should WER study results be favorable, DEP may request additional Copper and Hardness data in order to modify the Copper limit.

#### **Cost Proposal**

Mott MacDonald proposes to perform the above outlined WER study for **\$24,500**.

Mott MacDonald would perform this work on a lump sum basis and would invoice the Town monthly based upon percent completion.

Please contact us with any questions or comments. If the proposal meets your expectations, please advise so we can proceed with the work.

Very truly yours,

Mott MacDonald

A handwritten signature in cursive script that reads "John J. Scheri".

John J. Scheri, PE, BCEE, ENV SP  
Senior Vice President  
T 973.912.2571 F 973.912.2455  
john.scheri@mottmac.com

JJS/eh

cc: Jurek Patoczka, MM  
Anthony Gagliostro, MM

**Patoczka, Jurek**

---

**From:** Seeberger, Stephen <Stephen.Seeberger@dep.nj.gov>  
**Sent:** Tuesday, January 15, 2019 3:17 PM  
**To:** Patoczka, Jurek  
**Subject:** RE: WER for Copper for Newton

Hi Jurek,

Since you are fairly confident that the certification can be obtained in 2-3 months, the Department is ok with the plan. Please incorporate a schedule into the plan so that measures can be taken if this step takes more time than expected. I would also recommend a backup lab in the report should this cause any delays.

In addition I have the following other comments on the plan.

1. The QAPP shall include who will operate and maintain the composite sampler used in the study.
2. The composite sampler shall use new tubing prior to sample collection and a rinse blank shall be collected to ensure that the decontamination process was performed.
3. The QAPP shall document who will collect the grab sample and how this sample is collected.
4. The QAPP shall include who has the authority to determine when the sample is collected before or after a rain event.
5. The holding times, sample preservation project detection limits and method detection limits shall be provided for each of the parameters performed by the SGS, Dayton New Jersey laboratory.
6. The laboratory used to perform the Acute Toxicity Test must be a New Jersey state certified laboratory prior to the start of the study. Please acknowledge this formally in the work plan.
7. Please confirm that sampling will take place during the low-flow summer season.
8. Confirm the number of organisms and the number of replicates to be used in the toxicity testing
9. Confirm that in Static testing, the DO will be maintained at a sufficient level and that Cu concentrations don't drop by more than 50% in any of the samples.

If you have any questions feel free to contact me.

Steve

Stephen Seeberger  
Environmental Scientist, Aquatic Toxicology Unit  
Bureau of Surface Water Permitting  
(609) 292-4860



New Jersey  
**DEPARTMENT of  
ENVIRONMENTAL  
PROTECTION**

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## TOWN OF NEWTON

### RESOLUTION #70-2019

February 25, 2019      “Refund of Redemption Monies to Outside  
Lien Holder for Block 11.01, Lot 14, also  
Known as 216 Woodside Avenue”

**WHEREAS**, at the Municipal Tax Sale held on October 29, 2015 a lien was sold on Block 11.01, Lot 14, also known as 216 Woodside Avenue, for 2014 delinquent taxes; and

**WHEREAS**, this lien, known as Tax Sale Certificate #2015-005 was sold to Sunshine St Cert V/BankUnited TTE for a 0% redemption fee and a premium of \$72,000.00; and

**WHEREAS**, Minion & Sherman, the attorney representing the owner, Hopewell Management Inc., has effected the redemption of Certificate #2015-005 in the amount of \$128,462.30;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, that this Governing Body acknowledges Sunshine St Cert V/BankUnited TTE is entitled to a redemption in the amount of \$128,462.30 as well as the return of the premium in the amount of \$72,000.00; and

**BE IT FURTHER RESOLVED**, that the Town Council of the Town of Newton confirms and acknowledges the Newton Tax Collector shall issue a check, in the amount of \$128,462.30 for the redemption and a check in the amount of \$72,000.00 for the return of the premium for Certificate #2015-005 to Sunshine St Cert V/BankUnited TTE Miami Lakes, FL.

### 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, February 25, 2019.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #71-2019

February 25, 2019

**“Refund of Redemption Monies to Outside Lien Holder for Block 14.04, Lot 7, also Known as 9 Lawnwood Avenue”**

**WHEREAS**, at the Municipal Tax Sale held on October 24, 2018 a lien was sold on Block 14.04, Lot 7, also known as 9 Lawnwood Avenue, for 2017 delinquent utilities; and

**WHEREAS**, this lien, known as Tax Sale Certificate #2018-007 was sold to John-Paul Couce for a 17% redemption fee; and

**WHEREAS**, Corelogic., the bank representing the owner, Ann Constantino, has effected the redemption of Certificate #2018-007 in the amount of \$935.96;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that this Governing Body acknowledges John-Paul Couce is entitled to a redemption in the amount of \$935.96; and

**BE IT FURTHER RESOLVED**, that the Town Council of the Town of Newton confirms and acknowledges the Newton Tax Collector shall issue a check, in the amount of \$935.96 for the redemption for Certificate #2018-007 to John-Paul Couce, 26 Linmor Avenue, Newton, NJ 07860.

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, February 25, 2019.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #72-2019

February 25, 2019

“Approve 2018 Appropriation Reserve Transfers”

**BE IT RESOLVED** by the Town Council of the Town of Newton that the following 2018 appropriation reserve transfers be approved effective this date:

<u>From</u>	<u>To</u>	<u>Amount</u>
<b><u>CURRENT</u></b>		
Group Insurance OE 1066201A	LOSAP OE 1094500A	\$6,300.00
<b>TOTAL CURRENT TRANSFERS</b>		<b><u>\$6,300.00</u></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, February 25, 2019.

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



## TOWN OF NEWTON

### RESOLUTION #73-2019

February 25, 2019

**“Authorize the Award of a Required Disclosure Contract for Suburban Consulting Engineers, Inc., for Feasibility Study Memory Park - Community Pool Assessment”**

**WHEREAS**, the Town of Newton requires the services of a professional engineer for a feasibility study at Memory Park - Community Pool Assessment through a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, under the Local Publics Contract Law N.J.S.A.40A:11-5, professional services are exempt from public bidding; and

**WHEREAS**, Sean Canning, Q.P.A., of the Canning Group, LLC, Newton's Qualified Purchasing Agent, has determined and certified in writing the value of the services in the aggregate will exceed \$17,500; and

**WHEREAS**, the anticipated term of this contract is for the feasibility study as proposed; and

**WHEREAS**, Suburban Consulting Engineers, Inc., has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies Suburban Consulting Engineers, Inc., has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one year, and that the contract will prohibit Suburban Consulting Engineers, Inc., from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Chief Financial Officer hereby certifies subject to the Governing Body appropriating sufficient funds in the 2019 budget, funds NOT TO EXCEED \$20,000.00 will be encumbered as follows:

**Current – Capital Improvement Fund – Engineering for Pool Assessment #1095341**

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract for a feasibility study Memory Park – Community Pool Assessment with Suburban Consulting Engineers, Inc., not to exceed \$20,000.00 for the 2019 calendar year; and

**BE IT FURTHER RESOLVED**, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, February 25, 2019.

---

Lorraine A. Read, RMC  
Municipal Clerk



February 19, 2019  
*Revised Proposal*

**Via Electronic Mail (trusso@newtontownhall.com) and Regular Mail**

Town of Newton  
39 Trinity Street  
Newton, New Jersey 07860

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

Re.: Town of Newton, County of Sussex, State of New Jersey  
**Professional Engineering Services**  
Memory Park – Community Pool Assessment  
South Park Drive  
Block 9.03, Lot 22  
Our File No.: Proposal SCE-P10684.011 Revision A

Dear Mr. Russo:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following revised proposal to the Town of Newton (Town) for Professional Engineering Services for the Community Pool Assessment for the pool located at Memory Park in the Town of Newton, County of Sussex, New Jersey. I have performed a walkthrough of the facility and have reviewed the 2005 plans for the previous restoration work that was performed at the facility. The Town is requesting that SCE perform a thorough evaluation of the condition of the present pool and associated appurtenances since there are significant repairs required to once again be invested into the facility. SCE will perform an assessment of the present pool condition including the determination of the extent of hydrostatic pressure that is associated with the groundwater table. The assessment will include the viable options available to restore the facility along with corresponding cost estimates. The facility is known to have been originally constructed in the mid to late 1950's which will be taken into consideration as we perform our evaluation tasks. The following scope of services is anticipated to complete the assessment.

### **Scope of Services**

#### **I. Pool Assessment**

- Client project initiation meeting for the transfer of any existing project mapping and review of project scope relative to facility access, etc.
- Topographic survey of pool and immediate adjacent area.
- LiDAR scan of pool to create 3D model for hydrostatic pressure analysis.
- Evaluation of any existing pool design/restoration plans.
- Comparison of actual pool plans to the previous pool restoration design.
- Comparison of pool grading to industry standards.



- Assessment of pool infrastructure.
- Groundwater piezometer installations adjacent to the uphill and lower side of pool facility.
- Monitor groundwater elevations from March 2019 thru June 2019 on a monthly basis.
- Hydrostatic uplift calculations and assessment.

**II. Pool Restoration Assessment and Options**

- Investigation to determine options available to restore pool facility.
- Preparation of concept plans for pool improvements and options (if available).
- Preparation of cost estimates for pool improvements.
- Letter report of findings and recommendations.
- Council presentation of project conclusions at one (1) meeting.

It should be noted that all emails/calls from the Town’s Staff and Professionals will be addressed at no additional cost. Also, provided at no additional cost, are weekly email updates provided to the Town Manager to keep the Council properly informed of SCE’s progress with an understanding that several weeks will have little to no change, since groundwater monitoring of the site is being performed over several months.

**Fee Proposal**

SCE proposes to provide the above referenced Scope of Services for the following fee:

- Pool Facility Assessment **Lump Sum Fee \$ 20,000**

**Project Schedule**

SCE is prepared to commence services immediately upon authorization to proceed and receipt of signed proposal.

**Fee Structure**

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Project Manager \$155/hour



- Senior Engineer/Project Coordinator \$145/hour
- Engineer \$130/hour
- Landscape Architect \$130/hour
- Professional Land Surveyor \$130/hour
- Senior Designer/Senior Environmental Scientist \$120/hour
- Designer/GIS Analyst/Environmental Scientist \$115/hour
- Technician \$100/hour
- Senior Inspector \$105/hour
- Inspector \$100/hour
- Secretarial/Clerical \$55/hour
- Survey Equipment Unit Cost
  - Robotic/GPS/LiDAR Unit \$50/hour
  - Unmanned Aerial Systems (Drone) \$150/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
  - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the Project Manager hourly rate.
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, travel, parking, printing and toll charges will be billed at actual cost-plus 15 percent.

#### **Services Not Included Unless Authorized**

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal. These services and items include but are not limited to:

- Preparation of final design service.
- Any local, county, or state permitting services.
- Surveying services (other than indicated).
- Environmental permitting.
- Geotechnical investigations and soil bearing testing.

#### **Standard Contract Terms & Conditions**

In accordance with the above information, Client agrees to the following:

##### ***Termination of Contract***

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.



*Hazardous Environmental Conditions*

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

*Ownership of Documents*

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

*Indemnification*

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

*Force Majeure*

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

*Dispute Resolution*

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

*Use of Electronic Media*

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SCE. Files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application



packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.



**Billing Schedule**

Payment for professional services shall be invoiced at the end of each month as a proportion of the total work completed or upon completion of the work product. Payment is due upon receipt of invoice. A 1-1/2 percent per month late charge will be applied for all outstanding invoices not paid within fifteen (15) days. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; signed drawings will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P10684.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,  
SUBURBAN CONSULTING ENGINEERS, INC.

By: \_\_\_\_\_  
Daren J. Phil, PE, PP, CME, President

Accepted this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ (Printed Name and Title)



## TOWN OF NEWTON

### RESOLUTION #74-2019

February 25, 2019

**“Authorize the Award of a Required Disclosure Contract for Suburban Consulting Engineers, Inc., for Professional Engineering Services to Conduct a Feasibility Study and Field Drainage Assessment Memory Park - Babe Ruth Field”**

**WHEREAS**, the Town of Newton requires the services of a professional engineer for field drainage assessment at Memory Park - Babe Ruth Field through a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, under the Local Publics Contract Law N.J.S.A.40A:11-5, professional services are exempt from public bidding; and

**WHEREAS**, Sean Canning, Q.P.A., of the Canning Group, LLC, Newton's Qualified Purchasing Agent, has determined and certified in writing the value of their services in the aggregate will exceed \$17,500; and

**WHEREAS**, the anticipated term of this contract is for the feasibility study as proposed; and

**WHEREAS**, Suburban Consulting Engineers, Inc., has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies Suburban Consulting Engineers, Inc., has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one year, and that the contract will prohibit Suburban Consulting Engineers, Inc., from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Chief Financial Officer hereby certifies subject to the Governing Body adopting the Preliminary Engineering resolution at this February 25, 2019 meeting, funds NOT TO EXCEED \$15,000.00 will be encumbered as follows:

**General Capital - Capital Improvement Fund –  
Preliminary Engineering Resolution #3091977**

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with Suburban Consulting Engineers, Inc., to conduct a feasibility study and field drainage assessment Memory Park – Babe Ruth Field, not to exceed \$15,000.00 for the 2019 calendar year; and

**BE IT FURTHER RESOLVED**, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

#### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, February 25, 2019.

---

Lorraine A. Read, RMC  
Municipal Clerk



February 19, 2019  
*Revised Proposal*

**Via Electronic Mail (trusso@newtontownhall.com) and Regular Mail**

Town of Newton  
39 Trinity Street  
Newton, New Jersey 07860

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

Re.: Town of Newton, County of Sussex, State of New Jersey  
**Professional Engineering Services - Field Drainage Assessment**  
Memory Park – Babe Ruth Field  
Straway Boulevard  
Block 10.01, Lot 1  
Our File No.: Proposal SCE-P10683.011 Revision A

Dear Mr. Russo:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following revised proposal to the Town of Newton (Town) for Professional Engineering Services for the Field Drainage Assessment of Babe Ruth Field located at Memory Park in the Town of Newton, County of Sussex, New Jersey. It is understood that the field is not functioning properly exhibiting excessive wetness that is a result of improper drainage. The location is surrounded by a large wetland feature that has shallow groundwater and are typically very flat resulting in the ponding of surface water for extended periods of time. These environmentally sensitive areas will also be evaluated to determine if they are negatively impacting the ballfield. The following scope of services will be implemented to complete the field drainage assessment.

### **Scope of Services**

#### **I. Drainage and Field Grading Assessment**

- Client project initiation meeting for the transfer of any existing project mapping and review of project scope relative to field access, etc.
- Topographic survey of field and immediate adjacent area.
- Evaluation of any existing field design plans (if available).
- Comparison of actual field grading to the proposed field design.
- Comparison of field grading to industry standards.
- Assessment of drainage infrastructure.
- Groundwater piezometer installations in field and edge of wetlands.
- Monitor groundwater elevations from March 2019 thru June 2019 on a monthly basis.
- Field elevation assessment relative to groundwater depth.



## **II. Field Restoration Assessment and Options**

- Investigation to determine options available to correct field drainage issues.
- Preparation of concept plan for field drainage and grading improvements.
- Preparation of cost estimates for field improvements.
- Letter report of findings and recommendations.
- Council presentation of project conclusions at one (1) meeting.

It should be noted that all emails/calls from the Town's Staff and Professionals will be addressed at no additional cost. Also, provided at no additional cost, are weekly email updates provided to the Town Manager to keep the Council properly informed of SCE's progress with an understanding that several weeks will have little to no change, since groundwater monitoring of the site is being performed over several months.

### **Fee Proposal**

SCE proposes to provide the above referenced Scope of Services for the following fee:

- Field Drainage Assessment **Lump Sum Fee \$ 15,000**

### **Project Schedule**

SCE is prepared to commence services immediately upon authorization to proceed and receipt of signed proposal.

### **Fee Structure**

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Project Manager \$155/hour
- Senior Engineer/Project Coordinator \$145/hour
- Engineer \$130/hour
- Landscape Architect \$130/hour
- Professional Land Surveyor \$130/hour



- Senior Designer/Senior Environmental Scientist \$120/hour
- Designer/GIS Analyst/Environmental Scientist \$115/hour
- Technician \$100/hour
- Senior Inspector \$105/hour
- Inspector \$100/hour
- Secretarial/Clerical \$55/hour
- Survey Equipment Unit Cost
  - Robotic/GPS/LiDAR Unit \$50/hour
  - Unmanned Aerial Systems (Drone) \$150/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
  - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the Project Manager hourly rate.
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, travel, parking, printing and toll charges will be billed at actual cost-plus 15 percent.

#### **Services Not Included Unless Authorized**

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal. These services and items include but are not limited to:

- Preparation of final design service.
- Any local, county, or state permitting services.
- Surveying services (other than indicated).
- Environmental permitting.
- Geotechnical investigations and soil bearing testing.

#### **Standard Contract Terms & Conditions**

In accordance with the above information, Client agrees to the following:

##### **Termination of Contract**

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.



*Hazardous Environmental Conditions*

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

*Ownership of Documents*

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

*Indemnification*

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

*Force Majeure*

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

*Dispute Resolution*

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

*Use of Electronic Media*

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SCE. Files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application



packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

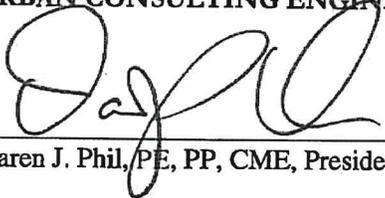


**Billing Schedule**

Payment for professional services shall be invoiced at the end of each month as a proportion of the total work completed or upon completion of the work product. Payment is due upon receipt of invoice. A 1-1/2 percent per month late charge will be applied for all outstanding invoices not paid within fifteen (15) days. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; signed drawings will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P10683.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,  
SUBURBAN CONSULTING ENGINEERS, INC.

By:   
Daren J. Phil, PE, PP, CME, President

Accepted this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)



## TOWN OF NEWTON

### RESOLUTION #75-2019

February 25, 2019      “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 2018 and 2019 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 the regular meeting of said Governing Body conducted on Monday, February 25, 2019.

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Lorraine A. Read, RMC  
Municipal Clerk



# TOWN OF NEWTON

## RESOLUTION #76-2019

February 25, 2019

### “Resolution Recognizing Town Events and Town Endorsed Events”

**WHEREAS**, the Town of Newton sponsors certain events throughout the year and endorses other privately held events for which it lends specified assistance; and

**WHEREAS**, the Town Council of the Town of Newton has adopted a policy whereby it will recognize Town and Town endorsed events by Resolution to be considered on an annual basis.

**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 there shall be two categories of events run or endorsed by the Town:

Town Events – Events that are run by the Town.

Town Endorsed Events – Privately held events the Town will provide specified assistance to (some of which will be free, other which will include escrow or other fee payment).

**BE IT FURTHER RESOLVED** that the list of possible Town events and Town endorsed events for the calendar year 2019 shall be as follows:

Town Events	Town Endorsed Events
Easter Egg Hunt	Saint Patrick's Day Parade
Events at Newton Town Pool/Pavilion	May the 4 <sup>th</sup> Be With You
Halloween Parade	Memorial Day Parade
Ladies' Night Out	Newton Day/Fireworks
Movie Nights @ Memory Park	Taste of Newton
Bacon, Brews & Blues Festival	Fall Festival
Miss Newton Contest	Holiday Parade/Post-Parade Event
Farmers Market	Sidewalk Sales
Town-wide Garage Sale	
Neighbors Helping Neighbors	
Annual Christmas Tree Lighting	
Summer Music Concert Series	
Newton Recreation Department Events	
Newton Recreation Commission Events	
Newton Community Development Events	

**BE IT FURTHER RESOLVED** that Town Endorsed Events must meet the following criteria:

1. The event must be sponsored by a nonprofit organization with a physical office location within the Town of Newton or County of Sussex.
2. The event must be open to all Town residents, whether free or by fee.
3. Each organization shall be limited to no more than two events per calendar year.

4. The Greater Newton Chamber of Commerce (GNCC), due to its historic importance and special working relationship with the Town of Newton for decades, shall be limited to no more than six (6) outdoor events per calendar year.
5. Organizations utilizing Town-owned facilities, parks or roadways must be in compliance with all applicable resolutions and ordinances of the Town of Newton, including, but not limited to, Chapter 307 regarding parking and traffic and Chapter 115 concerning fire prevention; and the event shall not interfere with or obstruct contiguous traffic, access to residences or businesses, or the movement of firefighting, first aid or other safety vehicles.
6. Each organization is required to inform the Newton Town Manager's Office in writing the date of an event at least sixty (60) calendar days prior to the event. The written notice must also include any formal request for paid services to be rendered by the Newton DPW and/or the Newton Police Department.
7. The Newton Town Manager shall review all DPW and/or Police requests and determine the amount of escrow funds necessary to be provided by the sponsoring organization to the Town of Newton. Escrow funds must be provided by the sponsoring nonprofit organization to the Town of Newton twenty-one (21) calendar days prior to the date of the scheduled event. Any funds not utilized for the event shall be returned after the event within thirty (30) days by the Town of Newton Finance Department to the sponsoring nonprofit organization.
8. Each organization shall be responsible for providing honest and thorough answers to the "Town of Newton Event Checklist Application" which will be available at the Community Development Office in the Town of Newton. The Community Development Director and Town Manager shall both be required to be signatories on a final event checklist application which must be completed no later than seven (7) calendar days prior to the event. The Town will not charge a fee for any staff or professional review of said Event Checklist Application.
9. Town Endorsed Events may include but not be limited to the following: shows, carnivals, circuses, festivals, fairs, flea markets, outdoor plays, dances, concerts, theatrical events, parades, or sporting events not sponsored by the Town of Newton or Town of Newton recognized league; any event requiring temporary or permanent closure of any Town streets, sidewalks, park areas, or impacting the public health, safety and welfare of the Town or its residents; excludes weddings, funerals, memorials, graduations, or Town-sponsored functions.

#### **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, February 25, 2019.

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Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #77-2019

February 25, 2019

**“To Establish Preliminary Engineering Costs to Conduct a Feasibility Study and Field Drainage Assessment - Memory Park – Babe Ruth Field”**

**WHEREAS**, the Town Council of the Town of Newton hereby acknowledges the requirement of preliminary costs to determine the scope and cost of a proposed undertaking. The purpose of these preliminary costs are for engineering to conduct a feasibility study and field drainage assessment of the Babe Ruth Field at Memory Park in an amount not to exceed \$15,000; and the amount to be charged is for the purpose for which bonds may be issued under Chapter 2 of Title 40A;

**NOW, THEREFORE BE IT RESOLVED**, by a majority of the full membership of the Town Council of the Town of Newton that the amount appropriated for preliminary costs shall not exceed \$15,000.00 and the Chief Financial Officer is authorized to set up a reserve for preliminary expenses out of the Capital Improvement Fund of the General Capital Fund. The effective date of this resolution is the date of 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, February 25, 2019.

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Lorraine A. Read, RMC  
Municipal Clerk

## **AGENDA ITEMS**

### **For February 25, 2019 Council Meeting**

**Minutes:** - February 6, 2019 Budget Meeting  
February 9, 2019 Budget Meeting  
February 11, 2019 Regular Meeting  
February 11, 2019 Executive Session

An application for a Special Permit for Social Affair from the Karen Ann Quinlan Memorial Foundation to be held on March 24, 2019 from 5:30 pm to 10:00 pm at Krave Café, 102 Sparta Ave., Newton.

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

**CURRENT FUND**

Meeting Date: 02/25/2019 For bills from 02/07/2019 to 02/21/2019

Check#	Vendor	Description	Payment	Check Total
41194	84 - ABCODE SECURITY INC.	PO 53962 B: ALARM MONITOR \$240/QTR	120.00	120.00
41195	3897 - SYNCHRONY BANK	PO 54159 Plow Lights	19.10	
		PO 54167 Amazon Order - Lg Extension Snow Sc	59.92	
		PO 54209 Plow Lights/WindowScreen	104.98	184.00
41196	3861 - ARF RENTAL SERVICES, INC.	PO 51722 BLANKET: PORT A JOHN @ \$48 \$5,000	335.16	
		PO 54038 B: PORT A JOHN/Park Rental	287.28	622.44
41197	1132 - BOONTON TIRE SUPPLY INC.	PO 54205 SENIOR BUS OIL CHG	34.10	34.10
41198	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 53971 B: LONG DISTANCE est.\$75 x12=\$900	72.35	72.35
41199	2843 - CHELBUS CLEANING CO., INC.	PO 54006 B: CLEAN TOWN BLDGS (JAN-MAY)	1,813.75	1,813.75
41200	3770 - CINTAS CORPORATION NO. 2	PO 53974 B: FIRST AID SUPPLIES	97.74	97.74
41201	1736 - DANFORTH'S TRAILER & AUTO, INC	PO 54117 SNOW RAM KIT	544.16	544.16
41202	3354 - DANIEL FLYNN	PO 54189 REIMB 1/30 SCLM MEETING	35.00	35.00
41203	2386 - DOMINICK'S PIZZA LLC	PO 53840 LUNCH FOR EMD CLASS	76.75	76.75
41204	2854 - DUSTIN MCGARRY	PO 54271 MEAL ALLOWANCE - Snow	37.00	37.00
41205	4008 - EXTEL COMMUNICATIONS, INC.	PO 54132 1/11 LARBOR MOVE EXT #234 KIMBERLY'	175.00	175.00
41206	3124 - EXTRA TECH DATA SERVICES, LLC.	PO 54070 IT support for Clerk, Manager and A	120.00	
		PO 54071 G-Suite account January & February	53.00	
		PO 54128 Work on Laptops for Recreation and	120.00	
		PO 54124 Email Server license renewal	255.00	
		PO 54125 Showed CFO archive options Inv. 157	20.00	
		PO 54126 Reset Russo's computer, Checked Daw	130.00	698.00
41207	3233 - FASTENAL COMPANY, INC.	PO 54143 STREET SIGNS	18.44	
		PO 54187 STREET SIGNS	92.06	110.50
41208	225 - FEDERAL EXPRESS	PO 53968 B: EXPRESS MAIL ACCT #1344-0525-2	61.86	61.86
41209	1707 - FINKLE, DANIEL	PO 54029 REIMBURSE FOR USB	31.23	31.23
41210	1880 - FIRE & SAFETY SERVICES, LTD., INC.	PO 53805 ENG 804 VEH MAINT CUST #N100560-0	7,976.35	7,976.35
41211	2525 - FIREFIGHTER ONE, LLC.	PO 54060 ALCOHOL PADS	90.00	90.00
41212	2626 - GENERAL CODE, LLC	PO 54198 Code Book Update Supplement No. 16	1,887.18	1,887.18
41213	2674 - GRAMCO BUSINESS COMMUNICATIONS INC.	PO 53967 2019 LIBERTY RECORDING SYSTEM (2/28	1,045.00	1,045.00
41214	3703 - GRUBER, COLABELLA, LIUZZA, & THOMPSON	PO 53956 B: 2019 PUBLIC DEFENDER -AGATINO (\$	1,346.16	1,346.16
41215	272 - HOLZHAUER, SCOTT	PO 54186 ASSESSOR OFFICE SUPPLIES	44.95	44.95
41216	1237 - IAAO	PO 54217 ASSESSOR SEMINAR 3/14/19	120.00	120.00
41217	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 54114 MASTER PLAN REEXAM -AUG	575.00	575.00
41218	113 - JCP&L	PO 54166 MORAN ST ELECTRIC -JAN	22.13	
		PO 54188 FIRE #2 ELECTRIC -JAN	84.75	
		PO 54225 STREET LIGHTING -JAN	6,853.38	6,960.26
41219	3772 - JK HVAC SERVICE, LLC.	PO 54073 HVAC RPRS WTP/TH/COMPRESSOR	988.75	988.75
41220	2532 - LADDEY, CLARK & RYAN, LLP	PO 53955 B: 2019 PROSECUTOR -Jan McMeen (\$31	2,583.33	2,583.33
41221	266 - LAFAYETTE AUTO PARTS	PO 54077 BACKHOE/SNOWPREP	66.92	
		PO 54149 TRUCK.HOSES/SNOWPREP	295.65	
		PO 54214 TRUCK.HOSES/SNOWPREP	374.01	736.58
41222	2278 - LANGUAGE LINE SERVICES, INC.	PO 54014 B: TRANSCRIPTION SERVICES	6.80	6.80
41223	966 - L-3 COMM. MOBILE-VISION	PO 54011 DVR REWIRE	315.00	
		PO 54027 EXTENDED MAINT AGREEMENT 4/8/18-4/7	3,890.00	4,205.00
41224	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 54107 Sawzall/ImpactGun	649.90	
		PO 54165 SNOWBOLTS/RoadsSpplies	14.55	664.45
41225	116 - NEW JERSEY HERALD, INC.	PO 54200 NJH Ads	90.60	
		PO 54204 ADVERTISING DEC 2018	105.69	
		PO 54229 NJH Ad	9.90	206.19
41226	255 - NEW JERSEY PLANNING OFFICIALS	PO 54154 2019 MEMBERSHIP NJPO- 2019	370.00	370.00
41227	303 - NJ POLICE TRAFFIC OFFICERS	PO 54023 ANNUAL MEMBERSHIP FOR POLICE	50.00	50.00
41228	2667 - NJAPZA	PO 54220 NJAPZA MEMBERSHIP- 2019	100.00	100.00
41229	2835 - NJMEBF	PO 54226 MEDICAL/DENTAL -JAN	132,375.00	132,375.00
41230	1207 - NJMMA	PO 54127 2019 Full Membership for Russo	250.00	250.00
41231	1762 - NJSACOP	PO 54157 2019 CHIEF'S MEMBERSHIP	275.00	275.00
41232	2844 - NORTH JERSEY COURT ADMIN. ASSOC.	PO 54058 2019 Dues Quinn, Grub	80.00	80.00
41233	3982 - NRAAO	PO 54069 NRAAO MEMBERSHIP - ASSESSOR	40.00	40.00
41234	106 - ELIZABETHTOWN GAS	PO 54224 NATURAL GAS -JAN	2,622.76	2,622.76
41235	39 - QUILL CORPORATION	PO 54018 B: Police/Cencom OFFICE SUPPLES	412.36	412.36
41236	4034 - R & J CONTROL INC.	PO 54144 PD ALARM/FAILURE cust #8383	223.50	223.50
41237	3139 - SANDRA DIGLIO	PO 54223 REIMB SCLM MEETING 1/30	35.00	35.00
41238	611 - SEBRING AUTO PARTS, INC.	PO 54163 BLANKET: AUTO PARTS cust#6271030269	990.05	990.05

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

Meeting Date: 02/25/2019 For bills from 02/07/2019 to 02/21/2019

Check#	Vendor	Description	Payment	Check Total
41239	3993 - SLOAN, JAMES P.	PO 53957 B: 2019 JUDGE -Jan (\$35,700/12=\$2,9	3,278.50	3,278.50
41240	4141 - Standard Springs Inc	PO 54215 REPAIR SPRING acct #192NE035	329.60	
		PO 54230 REPAIR SPRING acct #192NE035	403.80	733.40
41241	1212 - STATEWIDE INSURANCE FUND	PO 54231 1ST OF 4 ALL LINES & W/C INS.	61,163.14	61,163.14
41242	3442 - SUNLIGHT GENERAL	PO 54234 B: DPW/STP ELECTRIC	199.65	199.65
41243	102 - SUSSEX CAR WASH INC	PO 54044 B: PD CAR WASHES	147.00	147.00
41244	1214 - SUSSEX CO.ASSOC.-CHIEFS-POLICE	PO 54016 2019 DUES AND TRAINING	600.00	600.00
41245	1029 - SUSSEX COUNTY CLERK'S ASSN	PO 54201 2019 SCMCA Clerk Membership	150.00	150.00
41246	371 - T.A. MOUNTFORD COMPANY, INC.	PO 54122 POLICE COPIER CONTRACT (1/15/19-1/1	700.00	
		PO 54123 GRND FLR COPIER CONTRACT (3/15/19-3	540.00	1,240.00
41247	3404 - TEAM LIFE, INC.	PO 54099 AED LITHIUM BATTERY	279.00	279.00
41248	3105 - THYSSENKRUPP ELEVATOR CORP.	PO 53965 B: ELEVATOR MAINT (TH SIDE) est.\$22	240.09	240.09
41249	2675 - TIRE KING, INC.	PO 54068 2 TIRES :DPW TRK	835.00	835.00
41250	2662 - TONY SANCHEZ LTD, INC.	PO 54150 Plow Rams	685.18	685.18
41251	3398 - TOYOTA/SUBARU/SCION OF MORRISTOWN I	PO 53958 B: ROUTINE MAINT 2013 CAMRY ACCT #4	1,017.23	1,017.23
41252	1151 - TREASURER, STATE OF NEW JERSEY	PO 54245 SITE REMEDIATION LSRP ANNUAL FEE	3,320.00	3,320.00
41253	2476 - TREASURER, STATE OF NJ -BURIAL	PO 54219 4TH QTR 2018 BURIAL PERMIT (2)	10.00	10.00
41254	3837 - Treasurer, Town of Newton	PO 54249 MISC CASHIER ACCT REIMB	100.00	100.00
41255	4142 - TRI-COUNTY CONST & ROOFING	PO 54263 Emergency Munic Roof Repair	8,000.00	8,000.00
41256	2781 - TRIMBOLI & PRUSINOWSKI, LLC.	PO 51986 LABOR RELATIONS (JAN-APR) ANNUAL \$	360.00	
		PO 54001 B: LABOR RELATIONS (Jan-Apr)	1,995.00	2,355.00
41257	4018 - USA HOIST CO., INC.	PO 53964 B: ELEVATOR MAINT (POLICE SIDE) \$2,	230.00	230.00
41258	1280 - VERIZON WIRELESS, INC.	PO 54043 B: CELL PHONES	1,464.16	1,464.16
41259	1819 - VOGEL,CHAIT,COLLINS,SCHNEIDER, PC,	PO 54269 PB CONSULT-JAN 2019	2,400.00	2,400.00
41260	3893 - W.CAMPBELL SUPPLY OF SUSSEX CTY LLC	PO 54138 Vehicle Rprs/Snow/Mainten	1,250.90	1,250.90
41261	1500 - WALMART	PO 54190 SUPP'S 2/1 PARTY	22.73	22.73
41262	633 - WEIS MARKETS, INC.	PO 54075 BLANKET: 2019 FOOD SNOW STORMS	210.81	
		PO 54191 SUPP'S 2/1 PARTY	9.73	
		PO 54211 Budget Hearing Mtg.	6.96	227.50
TOTAL				261,922.03

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
100001	CASH - CURRENT - LAKELAND #434			0.00	261,922.03
101257	DUE S/NJ - BURIAL FEE			10.00	
1050200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	2,835.18			
1051200	TOWN CLERK'S OFFICE - OTHER EXPENSES	312.36			
1051200A	(2018) TOWN CLERK'S OFFICE - OTHER EXPEN		105.69		
1052200	TOWN COUNCIL - OTHER EXPENSES	76.96			
1053200	HUMAN RESOURCE - OTHER EXPENSES	32.46			
1055200	ASSESSMENT OF TAXES - OTHER EXPENSES	204.95			
1056200	COLLECTION OF TAXES - OTHER EXPENSES	100.00			
1058200	LEGAL SERVICES - OTHER EXPENSES	5,703.33			
1058200A	(2018) LEGAL SERVICES - OTHER EXPENSES		360.00		
1059200	MUNICIPAL COURT - OTHER EXPENSES	3,055.00			
1061200	BUILDINGS & GROUNDS - OTHER EXPENSES	5,216.08			
1061200A	(2018) BUILDINGS & GROUNDS - OTHER EXPEN		988.75		
1062200	PLANNING BOARD - OTHER EXPENSES	2,870.00			
1066200	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	132,375.00			
1067200	WORKMEN'S COMP INSURANCE - OTHER EXPENSE	37,721.84			
1069200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	23,441.30			
1070200	FIRE DEPARTMENT - OTHER EXPENSES	90.00			
1074200	POLICE DEPARTMENT - OTHER EXPENSES	5,312.25			
1074200A	(2018) POLICE DEPARTMENT - OTHER EXPENSE		422.98		
1074300	COMMUNICATIONS CENTER - OTHER EXPENSES	200.91			
1080200	ROAD REPAIR & MAINT - OTHER EXPENSES	769.56			
1081200	SNOW REMOVAL - OTHER EXPENSES	5,412.64			
1081200A	(2018) SNOW REMOVAL - OTHER EXPENSES		66.92		
1082200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	3,320.00			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
1083300	VEHICLE MAINTENANCE - OTHER EXPENSES	1,765.24			
1083300A	(2018) VEHICLE MAINTENANCE - OTHER EXPEN		8,111.35		
1089200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	11,319.18			
1091200	PARKS & PLAYGROUNDS - OTHER EXPENSES	287.28			
1091200A	(2018) PARKS & PLAYGROUNDS - OTHER EXPEN		335.16		
1094798	INTERLOCAL - GREEN TWP COURT	524.66			
1095200	CAPITAL IMPROVEMENTS - OTHER EXPENSES	8,000.00			
1095200A	(2018) CAPITAL IMPROVEMENTS - OTHER EXPE		575.00		
<b>TOTALS FOR</b>	<b>CURRENT FUND</b>	<b>250,946.18</b>	<b>10,965.85</b>	<b>10.00</b>	<b>261,922.03</b>

Total to be paid from Fund 10 CURRENT FUND 261,922.03  
 =====  
 261,922.03

Checks Previously Disbursed

191014	BANK OF NEW YORK MELLON	MCIA 2009 Bond interest \$4285T	39,575.00	2/28/2019
41193	NEWTON BOARD OF EDUCATION	PO# 54246 SCHOOL TAX -FEB	1,029,766.00	2/21/2019
191013	PAYROLL ACCOUNT	2/21 Current Payroll (Recreation w	204,565.02	2/21/2019
			-----	
			1,273,906.02	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 10 CURRENT FUND	1,273,906.02	261,922.03	<b>1,535,828.05</b>
<b>BILLS LIST TOTALS</b>	<b>1,273,906.02</b>	<b>261,922.03</b>	<b>1,535,828.05</b>

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

Check#	Vendor	Description	Payment	Check Total
8776	3045 - EXCEL ENVIRONMENTAL RESOURCES, INC.	PO 54130 ARMORY ENVIRONMENTAL (7/1/16 - 12/3	1,821.94	1,821.94
8777	2744 - FKA ARCHITECTS INC.	PO 48892 ARCHITECT -FIREHOUSE #2 RENOVATION	1,405.15	1,405.15
8778	263 - MCMANIMON, SCOTLAND & BAUMANN, LLC	PO 54176 Redevelopment Counsel on Diller Ave	2,752.80	
		PO 54177 Redevelopment Counsel Inv. 159094	3,676.50	6,429.30
8779	1641 - ZITONE CONSTRUCTION	PO 52326 FIREHOUSE #2 CONSTRUCTION BID#	186,157.86	186,157.86
TOTAL				195,814.25

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
300001	CASH - CAPITAL - LAKELAND #450			0.00	195,814.25
3090826	ORD 2008-26 ACQ NEWTON ARMORY \$500T	1,821.94			
3091605	ORD 2016-5 VARIOUS \$1,190T	1,405.15			
3091709	ORD 2017-9 VARIOUS \$1,405	186,157.86			
3091817	ORD 2018-17 Prelim Plan/Redev \$50T fully	6,429.30			
TOTALS FOR	CAPITAL	195,814.25	0.00	0.00	195,814.25

Total to be paid from Fund 30 CAPITAL

195,814.25  
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195,814.25

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

Meeting Date: 02/25/2019 For bills from 02/07/2019 to 02/21/2019

Check#	Vendor	Description	Payment	Check Total
17372	2141 - AIRMATIC COMPRESSOR SYSTEMS, INC.	PO 54155 Svc Contract Renew Compressor Morri	1,973.46	1,973.46
17373	77 - CCP INDUSTRIES, INC.	PO 54142 B: Cleaning Supplies Cust #53794	1,176.59	1,176.59
17374	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 53972 B: WOODSIDE AVE PS est/\$41.67x12=\$5	40.30	40.30
17375	3770 - CINTAS CORPORATION NO. 2	PO 53974 B: FIRST AID SUPPLIES	52.75	52.75
17376	1632 - COOPER ELECTRIC SUPPLY CO.	PO 54145 WTP TAP LIGHTING ACCT #25779	417.48	417.48
17377	155 - COYNE CHEMICAL CORP., INC.	PO 54156 CP-837 CUST #214102	1,015.56	1,015.56
17378	3124 - EXTRA TECH DATA SERVICES, LLC.	PO 54070 IT support for Clerk, Manager and A	120.00	
		PO 54071 G-Suite account January & February	53.00	
		PO 54128 Work on Laptops for Recreation and	120.00	
		PO 54124 Email Server license renewal	255.00	
		PO 54125 Showed CFO archive options Inv. 157	20.00	
		PO 54126 Reset Russo's computer, Checked Daw	130.00	
		PO 54158 Laptop Serv/Security Update	24.00	722.00
17379	3233 - FASTENAL COMPANY, INC.	PO 54064 SCREWS/BOLTS MORRIS LAKE cust #NJS	30.57	30.57
17380	200 - GARDEN STATE LABORATORIES INC	PO 53376 CAF: WATER TANK TESTING WTP	1,380.00	
		PO 54151 WASTE & DRINKING WATER ANALYSIS NOV	1,834.50	
		PO 54208 WASTE & DRINKING WATER ANALYSIS DEC	3,464.50	6,679.00
17381	230 - HAYEK'S MARKET INC.	PO 53953 1/9 MARKETING MTG LUNCH	31.59	31.59
17382	3772 - JK HVAC SERVICE, LLC.	PO 54073 HVAC RPRS WTP/TH/COMPRESSOR	1,927.32	1,927.32
17383	116 - NEW JERSEY HERALD, INC.	PO 54202 BID 2019-3 PUMPING MAINT SVC W/S	34.20	
		PO 54203 W/S ADVERTISING	95.10	129.30
17384	106 - ELIZABETHTOWN GAS	PO 54224 NATURAL GAS -JAN	1,074.61	1,074.61
17385	2882 - ONE CALL CONCEPTS, INC.	PO 53992 B: ONE CALL MESSAGES (Jan-Dec)	42.66	42.66
17386	3461 - PROCESSFLO, INC.	PO 54078 PUMP/Morris Lake	954.75	954.75
17387	1489 - SMALLEY, JOHN H	PO 53978 2019 SVCS @ MORRIS LAKE \$18,000/12=	1,416.66	1,416.66
17388	1212 - STATEWIDE INSURANCE FUND	PO 54231 1ST OF 4 ALL LINES & W/C INS.	55,319.11	55,319.11
17389	3442 - SUNLIGHT GENERAL	PO 54234 B: DPW/STP ELECTRIC	382.18	382.18
17390	1280 - VERIZON WIRELESS, INC.	PO 54043 B: CELL PHONES	224.12	224.12
TOTAL				73,610.01

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
600001	CASH - W/S OPERATING-LAKELAND #426			0.00	73,610.01
6051200	W&S OPERATING - TOTAL OTHER EXPENSES	62,938.28			
6051200A	(2018) W&S OPERATING - TOTAL OTHER EXPE		9,291.73		
6089305A	(2018) W&S CAP IMPROVE - WATER TANK IMPR		1,380.00		
TOTALS FOR	WATER/SEWER UTILITY	62,938.28	10,671.73	0.00	73,610.01

Total to be paid from Fund 60 WATER/SEWER UTILITY 73,610.01  
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73,610.01

Checks Previously Disbursed

196007	PAYROLL ACCOUNT	2/21 W/S PAYROLL	34,813.00	2/21/2019
			-----	
			34,813.00	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 60 WATER/SEWER UTILITY	34,813.00	73,610.01	108,423.01

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
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	BILLS LIST TOTALS	34,813.00	73,610.01	108,423.01	
				=====	

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

Meeting Date: 02/25/2019 For bills from 02/07/2019 to 02/21/2019

Check#	Vendor	Description	Payment	Check Total
3828	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 54087 THORLABS EXPANSION -DEC	2,977.50	
		PO 54250 N COVENANT REF CHURCH-JAN ESCROW	62.50	
		PO 54252 PUNCT EQUILIBRIUM-JAN ESCROW	125.00	3,165.00
3829	2113 - SUSSEX COUNTY MAILING SERVICE	PO 54105 RECYCLING LETTERS MAILED	965.80	965.80
3830	1819 - VOGEL, CHAIT, COLLINS, SCHNEIDER, PC,	PO 54255 NJ ENDOSCOPY/SAK - JAN ESCROW	30.00	
		PO 54265 M&M CASAS-JAN ESCROW	60.00	
		PO 54266 N COVENANT REF CHURCH-JAN ESCROW	450.00	
		PO 54267 PUNCT EQUILIBRIUM-JAN ESCROW	660.00	
		PO 54268 DASI-JAN ESCROW	240.00	1,440.00
TOTAL				5,570.80

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
710001	CASH - TRUST - LAKELAND #469			0.00	5,570.80
711210	RESERVE FOR RECYCLING			965.80	
711440	ENGINEER REVIEW FEES			1,627.50	
711700	REDEVELOPMENT ESCROW FEES			2,977.50	
TOTALS FOR	TRUST	0.00	0.00	5,570.80	5,570.80

Total to be paid from Fund 71 TRUST  
 5,570.80  
 =====  
 5,570.80

Checks Previously Disbursed

197104	PAYROLL ACCOUNT	2/21 TRUST PAYROLL	1,053.00	2/21/2019
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				1,053.00

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 71 TRUST	1,053.00	5,570.80	6,623.80
BILLS LIST TOTALS	1,053.00	5,570.80	6,623.80

