



AGENDA NEWTON TOWN COUNCIL

March 25, 2019

7:00 p.m.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

March 11, 2019 Regular Meeting

V. PRESENTATIONS

- a. Proclamation – National Donate Life Month
- b. Proclamation – Nancy Woods

VI. OPEN TO THE PUBLIC

At this point in the meeting, the Town Council welcomes comments from any member of the public on any topic. To help facilitate an orderly meeting and to permit the opportunity for anyone who wishes to be heard, speakers are asked to 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.

VII. COUNCIL & MANAGER REPORTS

- a. Mayor Le Frois
- b. Deputy Mayor Flynn
- c. Councilwoman Diglio
- d. Councilman Schlaffer
- e. Councilman Dickson
- f. Town Manager Russo

VIII. ORDINANCES

- a. 2nd 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

- i. Open Hearing to Public
- ii. Close Hearing to Public
- iii. Act on Ordinance

IX. OLD BUSINESS

- a. Resolution #86-2019

Authorizing the Town of Newton to Enter into a Shared Services Agreement with the County of Sussex, New Jersey Related to a Pedestrian Warning Beacon Along CR519

X. CONSENT AGENDA

All items listed with an asterisk (*) are considered to be routine and non-controversial by the Town Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

- a. Resolution #90-2019*

Appointment of Adam Vough as Municipal Recycling Coordinator for Calendar Year 2019

- b. Resolution #91-2019*

Authorize the Award of a Required Disclosure Contract to Pall Corporation

- c. Resolution #92-2019*

Authorize Release of Performance Bond for Block 1.02, Lot 2 (formerly known as Block 102, Lot 1.02) for Gordon Newton Associates, LLC

- d. Resolution #93-2019*

Revised Resolution to Designate Officials to Sign Checks for the Town of Newton – Township of Green Consolidated Municipal Court

- e. Resolution #94-2019*

Authorize Compensation Adjustments for 2019 Calendar Year for Certain Town of Newton Employees Not Covered by Collective Bargaining Agreements

- f. Resolution #95-2019* Certify Self-Examination of 2019 Budget
- g. Resolution #96-2019* A Resolution of Town of Newton Authorizing the Purchase of Electricity Supply Services for Public Use on an Online Auction Website
- h. Resolution #97-2019* A Resolution of Town of Newton (Lighting Accounts) Authorizing the Purchase of Electricity Supply Services for Public Use on an Online Auction Website
- i. Resolution #98-2019* Approve Bills and Vouchers for Payment
- j. Resolution #99-2019* Approve 2018 Appropriation Reserve Transfers
- k. Resolution #100-2019* Authorize the Award of a Professional Services Agreement for Geotechnical Engineering Services by SESI Consulting Engineers for the Newton Pool Evaluation
- l. Resolution #101-2019* Authorize the Award of a Contract for Matthew Morris, P.P., of Harold E. Pellow & Associates, Inc., as Conflict Planner
- m. Resolution #102-2019* Resolution Approving Vacation & Sick Leave Time Payout for Jose Morales

XI. RESOLUTIONS

- a. Resolution #103-2019 Resolution to Accept the Certified List of Qualifying 2018 Newton Volunteer First Aid Squad LOSAP Participants

XII. DISCUSSION

XIII. OPEN TO THE PUBLIC

XIV. COUNCIL & MANAGER COMMENTS

XV. EXECUTIVE SESSION

XVI. 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 was adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body conducted at 7:00pm on Monday, March 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:

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #86-2019

March 25, 2019

“Authorizing the Town of Newton to Enter into a Shared Services Agreement with the County of Sussex, New Jersey Related to a Pedestrian Warning Beacon Along CR519”

WHEREAS, the Town of Newton and the County of Sussex have decided to work collectively towards the enhancement of pedestrian safety; 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, related to a Pedestrian Warning Beacon System for the midblock crossing of County Route 519, a.k.a. Mill Street along +/- milepost 65.03; and

WHEREAS, the Town of Newton desires to enter into a Shared Services Agreement with the County of Sussex for the installation and maintenance of the Pedestrian Warning Beacon System; 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 and Mayor are hereby authorized to execute this 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, March 25, 2019.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #90-2019

March 25, 2019

**“Appointment of Adam Vough as
Municipal Recycling Coordinator for
Calendar Year 2019”**

BE IT RESOLVED, by the Town Council of the Town of Newton that Adam Vough, be and is hereby appointed as the Town of Newton's Municipal Recycling Coordinator for calendar year 2019.

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, March 25, 2019.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #91-2019

March 25, 2019

“Authorize the Award of a Required Disclosure Contract to Pall Corporation”

WHEREAS, the Town of Newton has a need for engineering technical support and inspection for the Microfiltration System of its water treatment facility and has obtained a professional services quote from Pall Corporation, 839 NYS Route 13, Cortland, New York, 13045 as a Required Disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

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

WHEREAS, the anticipated term of this contract is for the 2019 year (s); and

WHEREAS, Pall Corporation has provided for \$26,000.00 in service costs over the prior contract year with the same level expected in 2019; and

WHEREAS, Pall Corporation has completed and submitted a Business Entity Disclosure Certification which certifies Pall Corporation 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 Pall Corporation from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer hereby certifies that Subject to the Governing Body appropriating sufficient funds in the 2019 Water Sewer Utility Budget, funds are available NOT TO EXCEED \$26,000 as follows:

Water Treatment – OE- Contractual Maintenance - #6064217

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton authorizes the Town Manager to allow purchases in the 2019 calendar year in an amount not to exceed \$26,000.00 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, March 25, 2019.

Lorraine A. Read, RMC
Municipal Clerk



Aftermarket Comprehensive Services Plan

Pall Water Proposal No.: OPP1217799 Rev. 1
Date: March 8, 2019

Aftermarket Comprehensive Services Plan for Town of Newton Pall Water Aria Filtration System

Equipment Type	Lge Water	Company Contact:	Joe Carr
PALL SAP#:	Z4719	E-Mail:	morrislake@newtondpw.com
WBS No.:	01.00023	Phone:	
Start Up Date:		Site Location:	39 Trinity Street
Module Warranty Expires:	9/14		Newton, NJ
Equipment Warranty Expired:	12/05		

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2	Proposal Summary, Description of Services and pricing detail
3	Customer Authorization for Service Form; Site & Billing addresses
4	Definition of Contract Terms
6	Essential Service Event Details
8	Terms and Conditions

Ordering Instructions

Complete the "Customer Authorization for Service" form on page 3 and remit to:

Pall Water Customer Service
Email: Pall_Technology_csc@pall.com

OR
P.O. Box 5630, 839 State Route 13
Cortland, New York 13045-5630
Fax: 607-758-4526



Aftermarket Comprehensive Services Plan

Pall Water Proposal No.: OPP1217799 Rev. 1
Date: March 8, 2019

PROPOSAL SUMMARY

Pall Water provides a post-warranty support service plan to ensure continued aftermarket operation of your System. Over time, machinery ages and may malfunction. Components and technology also get upgraded - or become obsolete - as new innovations develop and get implemented. Our Technical Team is also commissioned to 24/7 on-call availability.

The frequency of the proposed service is Quarterly visits. If you require service frequency of Annual or Quarterly, the contract can be revised to accommodate your service needs. If additional service support is required beyond the contract frequency and scope, it can also be provided at the Pall standard service rates above. Advance authorization is required for any time that exceeds the scope of service and the amount of the issued PO. Additional T&E will apply.

DESCRIPTION OF SERVICE	Pricing Per visit	Annual Service Plan Fee per 12-Mo. visit
SYSTEM INSPECTION SERVICE* (MM #38588) Overall System Review <ul style="list-style-type: none"> • Review system and process operation • Make system adjustments and improvements as time allows • Identify future needs for operation staff to maintain plant performance • Perdiem Expenses included • Airfare/Mileage will be invoiced at cost per visit 	\$4,610.00	\$18,440.00
10/5 TECHNICAL PHONE SUPPORT SERVICE** (MM#38844) <ul style="list-style-type: none"> • Priority response • Engineers on full-time rotation, live support • Avoids "Fee-per-Incident" phone charge 	\$3,300.00	\$3,300.00
SMARTBOX- Data Usage	\$2,400.00	\$2,400.00
ANNUAL RATE		\$24,140.00

****Note:** Without an Aftermarket agreement, non-contracted customers will be subject to a Fee-per-Incident for phone support service (credit card required at time of call).



Aftermarket Comprehensive Services Plan

Pall Water Proposal No.: OPP1217799 Rev. 1
Date: March 8, 2019

Customer Authorization for Service Form

I am an authorized representative of the Customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the Customer. I authorize Pall Water Systems to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company: Town of Newton

Thomas S. Russo, Jr. Town Manager
 Print Name Title/Position

 Signature Date

Purchase Order No. or Reference for Billing: _____

Circle Plan Term: 3-Year Term Annual

Requested Date(s) to Schedule Service Visit(s): _____
(unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Pall Water Systems.)

Remit this form & PO# to our Pall Water Customer Service email: pall_technology_csc@pall.com

Effective Date and Duration: This Agreement will be effective as of the date signed below, and will remain in effect:

- for 12 consecutive months (or as indicated in the annual or multi-year contract)
- or until 30 days after receipt of written notice of termination by either party.

Customer Billing Address:

Customer Shipping Address (Spare Parts):

Customer Comments: _____



Aftermarket Comprehensive Services Plan

Pall Water Proposal No.: OPP1217799 Rev. 1

Date: March 8, 2019

Definition of Plan Terms

Pall - Pall Water or its assigned Representative

Customer - Company or Organization purchasing services as defined by this contract The Customer's maintenance staff will be responsible for supplying tools, ladders, lifts, or other equipment required to execute the maintenance function. Site personnel will be solely responsible for ensuring that all maintenance procedures are performed in accordance with all applicable safety regulations.

FSE - The role of the Pall Water Field Service Engineer (FSE) is to complement the sites existing technical / maintenance staff by providing expertise specific to Pall Water supplied technology. The Pall Water FSE will direct site maintenance staff in the proper execution of maintenance procedures.

Description of the Plan Services

1. System Inspection Service
2. 10/5 Aftermarket Phone Support Service

1. System Inspection Service

Upon arrival, the Pall Water FSE will meet with designated plant personnel to review the planned scope of work for the Inspection, and obtain confirmation prior to proceeding. Should the Customers expectations be outside of the scope of work, the inspection will not proceed until Pall Water and the Customer agree to the Scope of Service. If necessary, Scope changes can be quoted and accepted onsite, prior to performing the planned service.

The FSE will perform a comprehensive inspection of the Pall Water Aria Filtration System, which includes all hardware and operating parameters to determine System functional status, and make preventive maintenance recommendations. Should an issue be identified that can be resolved by the FSE during this visit, a price for the immediate service can be provided, and the work completed with your approval by means of a verbal change order to Pall Water Systems Customer Service. Advance authorization is required for any time that exceeds the Scope of Service and the amount of the issued PO.

Upon completion of the service, the FSE will meet with designated Plant personnel to review the findings of the Inspection, and discuss any problems, corrective actions or recommendations.

2. CIP (Clean in Place)

Pall Water Systems require periodic cleaning and the cleaning frequency varies. CIP neglect will cause long-term specific flux (permeability) deterioration, which can be difficult to restore. If not performed on a regular basis, CIP protocols may become unfamiliar, ominous and critical. Special CIP protocols can be quoted, for Systems that experience reduced permeability.

Also, Water Module Warranty is dependent on proper System operation and maintenance, including CIP. Pall Water highly recommends at least quarterly CIP events, with an FSE present to evaluate one annual CIP event to make sure that appropriate CIP protocol is being used, to identify and resolve any potential issues, and to help keep the module warranty in good standing. CIP service can be either full service or flux verification. Flux verification is a service to verify CIP process functionality only, whereas with full service CIP, our engineer will perform the CIP process on the entire Pall Water system under contract.



Aftermarket Comprehensive Services Plan

Pall Water Proposal No.: OPP1217799 Rev. 1

Date: March 8, 2019

3. 10/5 Aftermarket Phone Support Service

Pall Water Engineers provide live, around-the-clock technical support. They account for their Phone Service time (consults, troubleshooting, parts recommendations, remote access, etc.), both, during regular business hours, as well as after hours (on-call). Their services are allocated to each customer's account at no charge.

For technical support, Warranty assistance, or Services & Spares orders, Customers can contact Pall Water toll free at #866-475-0115.

If the problem cannot be resolved over the telephone, the Customer can request a Pall Water System Service Representative to visit the site location. You will be quoted an Emergency Service Rate, including last-minute travel expenses. Where possible, the FSE will use remote modem access to troubleshoot and resolve problems.

Important Note: Non-contracted customers are charged at a Fee-per-Incident rate, applicable to assigned engineering time.

4. Fee-per-Incident Technical Phone Support (non-contracted Customers)

Pall Water Engineers are on full-time rotation to provide live, around-the-clock technical support.

Prior to the phone consult, customers will need to provide a credit card number or PO# that will be billed at Pall Water's standard service rates, with a minimum charge of \$250.00. Telephone support will be billed per call, logged at a rate of \$250.00 for the first 30 minutes, then, at \$375.00/hour. The Customer will only be billed the half hour rate once per Call Log Number. Subsequent calls for the same call log will be billed at \$375.00/hr.

If the problem cannot be resolved over the telephone, the Customer can request a Pall Water System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.

Essential Service Event Details

Materials: This proposal covers the scope of work described above. All additional materials purchased by Pall Water for use on your System that have been verbally authorized by you to complete this work will be invoiced as part of this contract.

Scheduling: When possible, Pall Water will make every effort to accommodate a Customer's schedule for services, once they have been defined and communicated. Field Service requires a minimum 4-week advance notification. Upon receipt of your purchase order, we can confirm the schedule, and allocate the appropriate Pall Water Service resources.

Validity: This proposal is valid for 90 days.

Terms of Sale: Pall Water Standard Terms and Conditions of Sale of Services apply.



Aftermarket Comprehensive Services Plan

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Terms of Service:

- Regular minimum service charge is for a 10-hour day. Maximum workday is 12 hours, including travel time.
- Travel time and expenses are included in the Service.
- Cancellation of scheduled Service by the Customer is subject to invoicing (e.g., Travel expenses, FSE time, etc.)
- When travel expenses are quoted at cost, a weekly travel and expense summary sheet will be provided in lieu of receipts.
- When per diem rates are quoted for travel expenses, (such as lodging, meals, ground transportation and miscellaneous expenses as applicable) they will be based on those defined in the U.S. General Services Administration website. Per Diem rates would not include airfare cost and that would be billed as a separate line item when appropriate.

Service Order acceptance and payment terms: Pall Water requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing, goods shipment, or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be invoiced automatically, and become payable within 30 business days of receipt.

Changes: If additional service is required beyond the Plan frequency and scope, Pall Water will work with you to make those changes. Advance authorization is required for any activity that exceeds the scope of service and the amount of the issued PO. Additional T&E may apply.

Pall Water shall not implement any changes in the Scope of Services described in its proposal unless Customer and Pall Water agree to the details of the change, and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law.

A Purchase Order or acceptable letter of authorization, including Travel & Expense per diem reimbursements, and a signed copy of the attached Customer Authorization of Service Form is required prior to Pall Water providing the services defined in this proposal.

Maintaining an Aftermarket Service Plan, or an Aftermarket Phone Support Service, provides the best possible return on your Pall Water System investment. The Plan also provides pre-emptive measures that help to identify potential anomalies or malfunctions which may create untimely disruptions, costly down-times, or otherwise, could contribute to disaster response issues encountered by Municipal Plants and a community's water system. Implementing the Service Plan ensures priority response and avoids the Fee-per-Incident charges.

Sincerely,

Dawn Speranza
Field Sales Support Specialist
Phone: 607-758-1692 / Cell: 607-222-0696
Fax: 607-758-4526
E-mail: Dawn_Speranza@pall.com
CSC: Pall_Technology_csc@pall.com



Aftermarket Comprehensive Services Plan

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Standard Terms and Conditions of Sale of Services

1. **Acceptance:** Acceptance by Pall Corporation ("Seller") of Buyer's order is limited to Seller's express terms and conditions of sale contained herein and on the face of any order acknowledgment form, Seller's quotation, proposal or similar document delivered by Seller to Buyer (the "Seller's Acknowledgment Form") and any terms incorporated herein or therein by reference ("Seller's Terms and Conditions of Sale"). Any additional or different terms or any attempt by Buyer to vary in any degree any of Seller's Terms and Conditions of Sale are hereby objected to and shall be deemed material and not binding on Seller.
2. **Services:**
 - 2.1 Seller will provide such services ("Services") as are expressly described in its quotation, proposal, statement of work or other document executed by Seller (the "Quote") during normal business hours and will charge Buyer in accordance with Seller's then current schedule of rates, unless otherwise specified in the Quote. Services requested or required by Buyer to be performed outside of normal business hours or in an expedited manner or in addition to the Services included in the Quote will be charged at Seller's then current schedule of rates, including any applicable overtime or expediting charges, and will be in addition to the charges outlined in the Quote.
 - 2.2 The schedule for the provision of Services is the best estimate possible based on conditions existing at the time of Seller's acceptance of the order or Seller's Quote and receipt of all specifications, as applicable, and in the case of non-standard Services, any such date is subject to Seller's receipt of complete information necessary for completion of Services. Seller assumes no liability whatsoever, including loss of use or for any other direct, indirect, or consequential damages, due to delays.
 - 2.3 It is understood that the Services provided by Seller are not to be considered Professional Engineering Services or Works-for-Hire. In the event design documentation requires a Professional Engineering Stamp, a written scope and definition of responsibility must be executed by Buyer and Seller.
3. **Prices:** Except as may be specifically provided in Seller's quotation, all prices are subject to change without notice.
4. **Taxes:** All prices are exclusive of any applicable U.S.A. federal, state or local sales, use, excise or other similar taxes. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.
5. **Payment:**
 - 5.1 Payment for U.S. and Puerto Rico billing shall be made by Buyer in U.S. Dollars net thirty (30) days after the date of invoice. Payment for non-U.S. billing shall be in accordance with Seller's written instructions.
 - 5.2 A monthly interest charge at the rate of 1.5% or the maximum legal rate allowed by applicable law, whichever is lower, will be assessed on all past due payments calculated from the date of invoice.
 - 5.3 Seller may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.



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- 5.4 All sales are subject to the approval of Seller's credit department.
 - 5.5 Buyer may not setoff any amounts that may be claimed by Buyer against any amounts that are owed to Seller.
6. **Warranty, Limitation of Liability and Remedies:**
- 6.1. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES, NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.
 - 6.2 Seller further warrants that all Services will be performed in a workmanlike manner and that Seller will use suitably qualified personnel (this warranty shall survive for 90 days following Seller's completion of the Services). Seller's liability under any service warranty is limited (in Seller's discretion) to repeating the Service that during the foregoing 90-day period does not meet this warranty or issuing credit for the nonconforming portion of the Service.
 - 6.3 If Seller determines that any warranty claim is not, in fact, covered by the foregoing warranties, Buyer shall pay Seller Seller's then customary charges for any additionally required Services. Buyer shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test the Service claimed to fail to meet the above warranty. Buyer shall provide Seller with a copy of the original invoice for the Service. All claims must be accompanied by full particulars, including system operating conditions, if applicable.
 - 6.4 In no event will Seller be liable for any damages, incidental, special, consequential, indirect, punitive or otherwise, including loss of profit, remanufacturing costs and rework costs, and lost Buyer product costs (other than price of Seller service) whatever the claim (tort, breach of contract or warranty or otherwise) and whatever the forum, whether arising out of or in connection with the manufacture, packaging, delivery, storage, use, misuse or non-use or resale of any of its Services or any other cause whatsoever. Without limiting the generality of the foregoing, in no event will Seller be liable for any losses or damages in excess of the price paid to Seller with respect to the Services sold to Buyer hereunder which are claimed to fail to meet above warranties.
 - 6.5 In no event shall Buyer be entitled to claim under the above warranty if Buyer is in breach of its obligations, including but not limited to payment, hereunder.
7. **Cancellation:** Buyer may not cancel its order after Seller's acceptance unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.
8. **Ownership of Materials:** All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with Services provided, and all related intellectual property rights, shall remain Seller's property. Buyer is not authorized to use information supplied by Seller for other purposes unless agreed to in writing by Seller. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
9. **Entire Agreement:** Seller's Terms and Conditions of Sale and the Confidentiality Agreement, if any, constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings, oral and written, between the parties relating to the subject matter hereof. Seller's Terms and Conditions of Sale shall be binding on the parties and their successors and permitted assigns. No change, addition to or waiver of any of the terms of Seller's Terms and Conditions of Sale shall be binding as to the parties hereto unless approved in writing by the parties hereto or their authorized representatives.
10. **Quotation:** All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in the quotation. Quotations are made subject to approval by Seller of Buyer's credit. All sales,



Aftermarket Comprehensive Services Plan

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contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of the Seller Acknowledgment Form and shall be subject to these terms and conditions.

11. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement ("Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.
12. **No Waiver:** Seller's failure to insist on Buyer's strict performance of the terms and conditions contained herein at any time shall not be construed as a waiver by Seller of performance in the future.
13. **Force Majeure:** Whenever performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed, or adjusted accordingly.
14. **Validity:** If any provision of Seller's Terms and Conditions of Sale is held invalid by any competent authority to be illegal or unenforceable in whole or any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision, nor the other provisions, which shall not be affected.
15. **Governing Law, Service of Process:** Seller's Terms and Conditions of Sale and the parties' agreement for the sale of Services shall be governed by the laws of the State of New York, regardless of conflict of laws principles, and the parties hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to the Seller's Terms and Conditions of Sale and the purchase and supply of the Services. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction. Each party hereby waives personal service of process, and irrevocably submits to service of process by mail.
16. **Jurisdiction.** Each party hereby waives all objections to the jurisdiction specified herein on the grounds of inconvenient forum or otherwise. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.
17. **Survival:** All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those Sections the survival of which is necessary for the interpretation or enforcement of these terms and conditions, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.



TOWN OF NEWTON

RESOLUTION #92-2019

March 25, 2019

“Authorize Release of Performance Bond for Block 1.02, Lot 2 (formerly known as Block 102, Lot 1.02) for Gordon Newton Associates, LLC”

WHEREAS, Gordon Newton Associates, LLC, posted certain Bonds with the Town of Newton in connection with development of Block 1.02, Lot 2 (formerly known as Block 102, Lot 1.02) located at 222 High Street, Newton, New Jersey; and

WHEREAS, in a letter dated March 14, 2019, David B. Simmons, Jr., PE of the engineering firm of Harold E. Pellow & Associates, Inc., indicated the developer has completed all outstanding items listed in his January 19, 2016 memorandum; and

WHEREAS, the engineer recommends the performance guarantee in the amount of \$16,080.00 be released;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby authorizes the release of the \$16,080.00 performance bond related to the development of Block 1.02, Lot 2, based on the recommendation of the office of the Town Engineer.

CERTIFICATION

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

Lorraine A. Read, RMC
Municipal Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

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

ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(5/28/84 - 7/27/89)

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

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

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

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

March 14, 2019

MEMORANDUM TO: Mrs. Kathy Citterbart, Newton Planning Board Administrator

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

SUBJECT: Preliminary & Final Site Plan for Gordon Newton Associates, L.L.C.
Block 102, Lot 1.02
Located at 222 High Street
Town of Newton, Sussex County
HPA No. 02-287

Dear Mrs. Citterbart:

All of the site improvements at the above captioned site have been completed, including the items listed in my January 19, 2016 memorandum to Ms. Debra Lockwood (copy attached). Therefore, I recommend that the \$16,080.00 performance bond be released.

Very truly yours,

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

Attachment

DBS:dbs
K:\PROJECTS\MUNICIPAL\NEWTON\NPB\02-287 - GORDON NEWTON ASSOC, LLCKCITTERBART1.DOC

cc: Via Email Only
T. Russo, Jr., Newton Town Manager
L. Read, Newton Town Clerk
D. Babcock, Newton CFO

January 19, 2006

FAX: (973) 383-8961

MEMORANDUM TO: Ms. Debra Lockwood, Newton Community Development Director

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

SUBJECT: Preliminary & Final Site Plan for Gordon Newton Associates, L.L.C.
Block 102, Lot 1.02
Located at 222 High Street
Town of Newton, Sussex County
HPA No. 02-287

Dear Ms. Lockwood:

At the Applicant's request, I inspected the site captioned above to determine if the performance guarantee in the total amount of \$1,894,878.90 could be reduced. Based on my January 19, 2006 inspection, the site work is essentially all completed with the exception of a few Punchlist items that need addressing. Therefore, I recommend that the performance guarantee be released with the exception of the following items:

Item No.	Description	Unit Measure	Quantity	Unit Price	Amount
5.	SANITARY SEWER				
5.10	Trench Repair in Lawn Areas ⁽¹⁾	L.F.	800	\$7.00	\$5,600.00
7.	MISCELLANEOUS				
7.2	Evergreen Trees ⁽²⁾	UNIT	14	\$200.00	\$2,800.00
7.13	Modular Retaining Wall ⁽³⁾	S.F.	200	\$25.00	\$5,000.00
TOTAL					\$13,400.00

⁽¹⁾ Regrade, topsoil, fertilize, seed, and mulch area approximately 30' x 30' at Route 94 entrance by sign and remove temporary building sign.

⁽²⁾ Replace dead/dying trees around the electric transformer and adjacent to retaining wall on east side of building parking lot.

⁽³⁾ Provide bottom rail in all chain link fence, not tension wire.

Ms. Debra Lockwood
RE: Gordon Newton Associates, L.L.C.
January 19, 2006

Page 2

Therefore, the amount of the performance guarantee that should remain is $120\% \times \$13,400.00 =$
\$16,080.00.

I also contacted William Grennille, and he confirmed that all of the water and sanitary sewer items were completed.

Very truly yours,

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

DBS:mac
K:\PROJECTS\MUNICIPAL\NEWTON\PB02-287 - GORDON NEWTON ASSOC, LLC\LOCKWOODI.DOC

cc: Via Fax Only
C. Donnelly, Newton Town Manager
Wm. Grennille, Newton Water & Sewer Superintendent
E. Keller, P.E., P.P. – Omland Engineering Associates Inc.
Gordon Newton Associates, L.L.C.

November 9, 2011

FAX: (973) 383-8961

MEMORANDUM TO: Mrs. Kathy Citterbart, Newton Planning Board Administrator

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

SUBJECT: Preliminary & Final Site Plan for Gordon Newton Associates, L.L.C.
Block 102, Lot 1.02
Located at 222 High Street
Town of Newton, Sussex County
HPA No. 02-287

Dear Mrs. Citterbart:

I inspected the site captioned above on November 7, 2011, and found that the bottom rail has been installed on the sections of chain link fence.

Therefore, all the punch list items in my January 19, 2006 letter to Ms. Debra Lockwood, Newton Community Development Director, have been completed.

Very truly yours,

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

DBS:mac
K:\PROJECTS\MUNICIPAL\NEWTON\PB\02-287 - GORDON NEWTON ASSOC. LLC\CITTERBART1.DOC

cc: Debra Millikin, Newton Deputy Town Manager (*Via Fax 973-383-8961*)



TOWN OF NEWTON

RESOLUTION #93-2019

March 25, 2019

“Revised Resolution to Designate Officials to Sign Checks for the Town of Newton – Township of Green Consolidated Municipal Court”

BE IT RESOLVED by the Town Council of the Town of Newton, that the Deputy Court Administrator, Nancyann Kurzweil and the Court Administrator, Katherine Quinn, are hereby authorized to sign General Account checks and Bail Account checks for the Town of Newton and Green Township Consolidated Municipal Court.

CERTIFICATION

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

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #94-2019

March 25, 2019

“Authorize Compensation Adjustments for 2019 Calendar Year for Certain Town of Newton Employees Not Covered by Collective Bargaining Agreements”

WHEREAS, minimum and maximum hourly and annual salary ranges for each officer and employee of the Town of Newton were established for calendar year 2019 by Ordinance #2018-23; and

WHEREAS, the Town Manager, as part of his 2019 Town of Newton Budget, has recommended a TWO PER CENT (2.0%) increase in salary for calendar year 2019 to be paid to certain Town of Newton employees, whose employment is not the subject of any bargaining agreement or individual contract; and

WHEREAS, the Town Council has reached the following conclusions:

1. A TWO PERCENT (2.0%) increase in salary from their 2018 rate of pay for certain full-time and part-time Town of Newton employees, whose employment is not the subject of any bargaining agreement or individual contract, for calendar year 2019 is appropriate.
2. The Police Chief has already received an increase according to his contract.
3. The salary of the Town Manager has been addressed separately by the Town Council.
4. Seasonal Employees and Summer Intern Employees are excluded from any automatic salary increase authorized by this Resolution.
5. The following employees/titles have received adjustments for 2019, or are new hires, and are therefore **excluded** from this TWO PERCENT (2%) increase:
 - a. Water/Sewer Collector
 - b. Administrative Assistant to the Police Chief
 - c. Recreation Supervisor
 - d. Deputy Municipal Registrar
 - e. Deputy Municipal Court Administrator
 - f. Crossing Guards
6. Said raises shall be retroactive to January 1, 2019.
7. Stipends received through payroll are not salary and shall not be entitled to the TWO PERCENT (2%) increase authorized by this resolution.

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the salaries and wages for the year 2019 for non-union Town of Newton employees, whose employment is not covered by bargaining agreement or individual contract and with the aforementioned exceptions, shall be increased by TWO PERCENT (2%), retroactive to January 1, 2019.

CERTIFICATION

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

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #95-2019

March 25, 2019

“Certify Self-Examination of 2019 Budget”

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Town of Newton has been declared eligible to participate in the program by the Division of Local Government Services and the Chief Financial Officer has determined this local government meets the necessary conditions to participate in the program for the 2019 budget year;

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Town of Newton that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the Governing Body has found the budget has met the following requirements:

1. With reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:

- a. Payment of interest and debt redemption charges
- b. Deferred charges and statutory expenditures
- c. Cash deficit of preceding year
- d. Reserve for uncollected taxes
- e. Other reserves and non-disbursement items
- f. Any inclusions of amounts required for school purposes.

2. The provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).

3. The budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.

4. Pursuant to the Local Budget Law:

- a. All estimates of revenue are reasonable, accurate and correctly stated
- b. Items of appropriation are properly set forth
- c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.

5. The budget and associated amendments (if any) have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.

6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED, that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

Approved:

Vote recorded as follows:

CERTIFICATION

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

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

TOWN OF NEWTON
SUSSEX COUNTY, NEW JERSEY

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the Approved Budget complies with the requirements of law and approval is given pursuant to N.J.S.A. 40A:4-78(b) and N.J.A.C. 5:30-7.

It is further certified that the municipality has met the eligibility requirements of N.J.A.C.5:30-7.4 AND 7.5, and that I, as Chief Financial Officer, have completed the local examination in compliance with N.J.A.C. 5:30-7.6.

Dated: _____

By: _____
Chief Financial Officer

This certification form and resolution of the governing body executing such certification should be annexed to the adopted budget (N.J.A.C. 5:30-7.6(e)).



TOWN OF NEWTON

RESOLUTION #96-2019

March 25, 2019

“A Resolution of Town of Newton Authorizing the Purchase of Electricity Supply Services for Public Use on an Online Auction Website”

WHEREAS, Town of Newton has determined to move forward with the EMEX Reverse Auction in order procure electricity for Town of Newton; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, C. 30) (the “Act”) authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

WHEREAS, the Town of Newton will utilize the online auction services of EMEX, LLC, an approved vendor pursuant to the Act, waiver number EMEX LLC-1, located at www.energymarketexchange.com; and

WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier that a contract is awarded to; and

WHEREAS, the auction will be conducted pursuant to the Act; and

WHEREAS, if the auction achieves a price of \$0.0815/kWh or less for a 12-month term, a price of \$0.082/kWh or less for a 18-month term, a price of \$0.081/kWh or less for a 24-month term; Town of Newton may award a contract to the winning supplier for the selected term;

NOW THEREFORE BE IT RESOLVED, that the Town Manager and/or Mayor of the Town of Newton be hereby authorized to execute on behalf of the Town of Newton any electricity contract proffered by the participating supplier that submits the winning bid in the EMEX Reverse Auction if the auction achieves a price of \$0.0815/kWh or less for a 12-month term, a price of \$0.082/kWh or less for a 18-month term, a price of \$0.081/kWh or less for a 24-month term; Town of Newton may award a contract to the winning supplier for the selected term.

CERTIFICATION

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

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #97-2019

March 25, 2019

"A Resolution of Town of Newton (Lighting Accounts) Authorizing the Purchase of Electricity Supply Services for Public Use on an Online Auction Website"

WHEREAS, Town of Newton (Lighting Accounts) has determined to move forward with the EMEX Reverse Auction in order procure electricity for Town of Newton (Lighting Accounts); and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, C. 30) (the "Act") authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

WHEREAS, Town of Newton (Lighting Accounts) will utilize the online auction services of EMEX, LLC, an approved vendor pursuant to the Act, waiver number EMEX LLC-1, located at www.energymarketexchange.com; and

WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier that a contract is awarded to; and

WHEREAS, the auction will be conducted pursuant to the Act; and

WHEREAS, if the auction achieves a price of \$0.056/kWh or less for a 12-month term, a price of \$0.0555/kWh or less for a 24-month term, a price of \$0.054/kWh or less for a 36-month term, a price of \$0.053/kWh or less for a 48 month term, a price of \$0.0525/kWh or less for a 60 month term; Town of Newton (Lighting Accounts) may award a contract to the winning supplier for the selected term;

NOW, THEREFORE BE IT RESOLVED, that the Town Manager or Mayor of the Town of Newton be hereby authorized to execute on behalf of the Town of Newton (Lighting Accounts) any electricity contract proffered by the participating supplier that submits the winning bid in the EMEX Reverse Auction if the auction achieves a price of \$0.056/kWh or less for a 12-month term, a price of \$0.0555/kWh or less for a 24-month term, a price of \$0.054/kWh or less for a 36-month term, a price of \$0.053/kWh or less for a 48-month term, a price of \$0.0525/kWh or less for a 60-month term; Town of Newton (Lighting Accounts) may award a contract to the winning supplier for the selected term.

CERTIFICATION

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

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #98-2019

March 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, March 25, 2019.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #99-2019

March 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>CURRENT</u>	<u>To</u>	<u>Amount</u>
Group Insurance OE 1066201A	Accumulated Absence OE 1094400A	\$50,000.00
Police SW 1074113A	Accumulated Absence OE 1094400A	55,000.00
Manager SW 1050103A	Accumulated Absence OE 1094400A	3,000.00
Clerk OE 1051251A	Accumulated Absence OE 1094400A	2,000.00
Human Resources OE 1053253A	Accumulated Absence OE 1094400A	3,000.00
Municipal Court OE 1059217A	Accumulated Absence OE 1094400A	4,000.00
Cencom SW 1073102A	Accumulated Absence OE 1094400A	9,000.00
Utility –Street Lighting OE 1089267A	Snow Removal OE 1081239A	15,000.00
Municipal Court OE 1059217A	Historic Comm. OE 1063216A	200.00
TOTAL CURRENT TRANSFERS		<hr/> \$141,200.00

CERTIFICATION

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

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #100-2019

March 25, 2019

“Authorize the Award of a Professional Services Agreement for Geotechnical Engineering Services by SESI Consulting Engineers for the Newton Pool Evaluation”

WHEREAS, the Town of Newton requires the services of a professional engineer for geotechnical engineering services of the Newton Pool evaluation through a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

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

WHEREAS, SESI Consulting Engineers ("SESI") has submitted a proposal for the geotechnical engineering services at a lump sum cost of \$9,000.00; and

WHEREAS, SESI has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form which certifies SESI 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 SESI from making any reportable contributions through the term of the agreement; and

WHEREAS, the Chief Financial Officer hereby certifies, subject to the Governing Body appropriating sufficient funds in the 2019 budget, funds not to exceed \$9,000.00 are available in:

Current – Capital Improvement Fund –Geotechnical Pool Study #1095342

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton authorizes the Town Manager to enter into an agreement for geotechnical engineering services of the Newton Pool evaluation, not to exceed \$9,000.00; and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification 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, March 25, 2019.

Lorraine A. Read, RMC
Municipal Clerk

SESI

CONSULTING
ENGINEERS

Geotechnical
Foundations
Land Planning
Geo-Structural
Environmental
Water Resources

March 19, 2019

via email: trusso@newtontownhall.com

Thomas S. Russo Jr.
Town Manager
The Township of Newton
39 Trinity Street
Newton, New Jersey, 07860

Principals:

Steven P. Byszewski, PE, PP
Anthony Castillo, PE
Fuad Dahan, PhD, PE, LSRP
Roger Hendrickson
John M. Nederfield, PE
Justin M. Protasiewicz, PE
Kenneth Quazza, PE
Michael St. Pierre, PE

RE: **Professional Services Agreement
Newton Pool Evaluation
Straway Boulevard
Newton, New Jersey
SESI Project No. 10665**

Dear Mr. Russo:

SESI Consulting Engineers is pleased to submit this Professional Services Agreement for engineering services for the subject project. Based on our experience in projects of this type, and based on your particular concerns, we have outlined a Scope of Services we believe will fit your needs. SESI is a multi-disciplined engineering firm that can provide the proposed Scope of Services in a coordinated, expeditious manner.

If you have any questions, please call.

Sincerely,

SESI CONSULTING ENGINEERS

 for/

Michael St. Pierre
Principal

Encl: Professional Services Agreement dated March 19, 2019

SESI

**CONSULTING
ENGINEERS**

**PROFESSIONAL SERVICES AGREEMENT
FOR
GEOTECHNICAL ENGINEERING SERVICES**

**Newton Pool
Straway Boulevard
Newton, New Jersey**

Prepared For:

**THE TOWNSHIP OF NEWTON
39 Trinity Street
Newton, New Jersey, 07860**

Prepared By:

**SESI CONSULTING ENGINEERS
12A Maple Avenue
Pine Brook, NJ 07058**

Project No.: 10665

March 19, 2019

PROFESSIONAL SERVICES AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

**Newton Pool
Straway Boulevard
Newton, New Jersey**

Project No.: 10665

March 19, 2019

SCOPE OF SERVICES

SESI understands the required Scope of Services for this project will involve performing a geotechnical investigation and preparation of a geotechnical report in reference to the existing Newton Pool.

The general scope of our services is presented in the following phases:

Phase 1 – Geotechnical Investigation & Report

- (1) SESI will review the published and historical geologic information for the area.
- (2) SESI will spend one (1) day observing the drilling of approximately 2 to 3 geotechnical soil test borings. The borings will be performed with a subcontracted track-mounted drill rig and will be advanced to depths of up to 10 to 20 feet below the existing ground surface, or refusal, whichever comes first, in order to develop the required subsurface information. One to two borings will be drilled within the existing concrete pool patio area, a core machine will be utilized to core through the concrete prior to advancing the borehole.
- (3) A temporary groundwater inspection port (GWIP) will be installed in one of the boreholes for groundwater readings. By code, the GWIP will need to be removed within 24-hours of installation. This Agreement assumes the 24-hour groundwater reading and removal and backfill of the GWIP will be performed by others.
- (4) All work will be done under the full-time observation of a geotechnical engineer/technician from SESI who will observe the soil sampling operations and classify the soils.
- (5) The borings will be backfilled only, with the drill cuttings. The borings drilled through the concrete will be patched with an equivalent concrete thickness. Excess drilling spoils will be disposed of onsite at a location designated by you. No other site restoration is included in this Agreement. If drilling spoils need to be drummed, the cost of the drums will be invoiced additionally. SESI can also arrange for testing and removal of the drums at an additional cost, if required.
- (6) We have assumed that drilling, sampling, and testing can be performed in accordance with OSHA Health and Safety Personal Protective Equipment Level D.
- (7) The drilling contractor will place a call to the “Call Before You Dig” number. We should be provided with any existing utility plans prior to the start of our work.

- (8) Soil samples suitable for identification purposes will be obtained from the geotechnical soil borings during our investigation and brought to our soil mechanics laboratory for additional geotechnical testing and classification. We anticipate that the laboratory testing may consist of mechanical grain size analyses, percent passing sieve No. 200 tests, and moisture content determinations on representative samples obtained from the borings.
- (9) At the completion of our investigation, we will prepare a Geotechnical Investigation Report. This report will provide a summary of the subsurface data and our opinions and observations regarding:
 - a. Description of site and topography;
 - b. Bedrock depths and evaluation, if encountered;
 - c. Groundwater observations;
 - d. A summary of laboratory tests performed and the results;
 - e. Boring location plan and soil logs; and
 - f. Geotechnical recommendations, as necessary.

COST OF SERVICES

The following is our cost of services, presented by phase, for providing the Scope of Services within this Agreement. Unless otherwise indicated, all services will be provided in accordance with our Schedule of Fees and Terms and Conditions attached as part of this Agreement. Phases invoiced on a Time and Expense (T&E) basis will include project time, travel time, and any associated expenses.

<u>Phase</u>	<u>Phase Name</u>	<u>Cost of Services</u>
Phase 1	Geotechnical Investigation & Report	\$9,000 Lump Sum

Out of Scope Services

Services performed beyond the specified scope will be invoiced on a time and expenses basis in accordance with our Schedule of Fees and Terms and Conditions attached as part of this Agreement.

PROJECT ASSUMPTIONS

SESI's Cost of Services is based on the following key assumptions:

- (1) We have assumed one (1) day of drilling will be sufficient to complete the above Phase 1 scope of work. We have estimated the number and depth of subsurface explorations that can be performed during the allotted time; however, depending on the actual subsurface conditions encountered and any access challenges, the number of explorations and/or depths may be increased or decreased at our sole discretion.
- (2) During the course of the investigations, the ground surface will be disturbed as necessary to access the proposed boring locations. Borings drilled in concrete areas will be patched with concrete to match the existing condition at the ground surface. Excess drilling spoils/fluids will be disposed of on-site at locations selected by the owner. Drumming and disposal of spoils will be billed at additional cost if spoils cannot be disposed of onsite. No further restoration of the ground surface is included in this Agreement.
- (3) This Agreement assumes that any state or local permits required are to be obtained by others/owner prior to authorization of this Agreement.
- (4) The drill rig will have access to all proposed boring locations and removal of fencing, as required to obtain access to boring locations, will be performed by others.

- (5) Any necessary site restoration in addition to those described above will be by others and is not included in the Cost of Services herein.
- (6) We will coordinate/schedule the field investigation work with our subcontractor and representatives of Suburban Consulting Engineers, Inc. Our subcontractor will place a call to the "Call Before You Dig" number.
- (7) This Agreement does not include any environmental evaluations, and we have assumed that the subsurface explorations, sampling and testing can be performed in accordance with OSHA Health and Safety Personal Protective Equipment Level D.
- (8) We are not responsible for any damage to hidden or buried utilities.

ADDITIONAL SERVICES

SESI can provide you with the following additional services at your request:

- Geotechnical Engineering Services
- Environmental Engineering Evaluation and Design
- Retaining Wall Design
- Construction Observation and Testing Services
- Civil/Site Plan Design and Permitting
- Forensic Investigations
- Remediation Treatability Studies

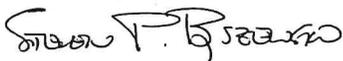
ACCEPTANCE / AUTHORIZATION TO PROCEED

Indicate your acceptance of this Agreement and authorize us to commence work by doing the following:

- **Complete and sign the Verification of Billing Information/Authorization to Proceed form (page A-1).**
- **Complete the Insurance Certificate Request form (pg. D-2) – if required.**
Client and its affiliates are automatically added as additionally insured to our Commercial General Liability and Automobile policies upon signing this contract. See section 19.0 on pg. C-3 for details.
- **Return the completed and signed PSA in its entirety.**

Agreement prepared by:

SESI CONSULTING ENGINEERS

 for/

Michael St. Pierre, P.E.
Principal

Michael A. Felicetta
Assistant Project Engineer

Attachments: *A - Verification of Billing Information/Authorization to Commence Work Form (A-1)*
 B - Schedule of Fees (B1-B2)
 C - Terms & Conditions (C1-C3)
 D - Accounting Documents (D1-D2)

SESI CONSULTING ENGINEERS

VERIFICATION OF BILLING INFORMATION/AUTHORIZATION TO COMMENCE WORK

We mutually agree that you have authorized **SESI CONSULTING ENGINEERS** to commence work on the project described below. By signing, you accept the *Schedule of Fees* and *Terms and Conditions* that are attached as part of this Agreement and acknowledge that the CLIENT will assume responsibility for payment of all invoices in accordance with those *Terms and Conditions*. You also confirm that signer is an authorized signer for the CLIENT, or if an agent, is authorized to act as an agent on behalf of the CLIENT.

Please complete this information in order to meet the requirements of state statutes regulating the practice of Professional Engineering and to assist us in servicing your account.

PROJECT: Newton Pool, Straway Boulevard, Newton, New Jersey

PROJECT NO.: 10665

CLIENT INFORMATION:	* Indicates Required Fields
<i>SESI'S CLIENT- Legal Entity Responsible for Payment</i>	*
SEND INVOICES TO (Name):	*
EMAIL:	* PHONE: *
ADDRESS:	*
PROJECT CONTACT (Name) <i>(If Different from Above)</i>	_____
EMAIL:	PHONE: _____
SPECIAL BILLING REQUIREMENTS:	_____
	<i>(Purchase order req'd, submit invoice by (date) etc.)</i>
PROJECT INFORMATION:	
PROJECT NAME:	Newton Pool
PROJECT ADDRESS:	Straway Boulevard, Newton, New Jersey
COUNTY: _____ TAX BLOCK: _____ TAX LOT: _____	
PROPERTY OWNER NAME:	_____
PROPERTY OWNER ADDRESS:	_____

AUTHORIZED BY:

*
(Printed or Typed Name)
*
(Title/Date)
*
(Signature)

Authorized by CLIENT as Indicated Above

ACCEPTED BY:

(Printed or Typed Name)
(Title/Date)
(Signature)

SESI CONSULTING ENGINEERS

If checked, this offer to enter into contract with client will become void unless fully authorized (including receipt of retainer, if required) by client by April 3, 2019.

SESI

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SCHEDULE OF FEES

(January 13, 2019)

1.0 PERSONNEL. *

Principal	\$290/hr	Staff Geologist/Environmental Technician	123/hr
Sr. Project Engineer/Manager	250/hr	Senior Inspector/Design Drafter	112/hr
Project Engineer/Manager	214/hr	Inspector	98/hr
Asst. Project Engineer/Manager	177/hr	Drafter/Technician	92/hr
Staff Engineer/Designer/Scientist	153/hr	Administrative Assistant	60/hr
Sr. Environmental Technician	135/hr	Expert Witness Preparation/Testimony	315/hr

*On-site inspection provided prior to 7 AM or after 5 PM, or in excess of eight hours on weekdays; and services provided on weekends, will be invoiced at one and one-half times the listed rate. Services provided on holidays will be invoiced at two times the listed rate.

1.1 SUBCONTRACTED ITEMS. Subcontracted work - such as boring contractors, excavation contractors, laboratory chemical testing fees, report reproduction, surveying, equipment rental, etc. will be invoiced at cost plus 15%.

1.2 EXPENSES. All expenses incurred by us, such as auto mileage, tolls and parking, special supplies, SESI generated copies and blueprints, SESI generated laboratory tests, rental of SESI equipment, travel, subsistence, and other expenses incidental to the execution of the work will be invoiced at cost plus 15%. The cost for auto mileage is \$0.58/mile. Costs for SESI generated copies and blueprints, SESI generated laboratory tests and rental of SESI equipment are included in section 1.4.

1.3 INSURANCE. A 4.5% surcharge will be added to the invoice total (excepting Lump Sum invoices) to cover the cost of professional liability insurance.

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ENGINEERS**

SCHEDULE OF FEES (CON'T)

(January 13, 2019)

- 1.4 SESI COPIES, LABORATORY TESTING AND EQUIPMENT RENTAL.** Costs below are for SESI generated copies and blueprints, SESI generated laboratory tests, and the rental of SESI equipment. These will be invoiced according to terms in section 1.2. Field personnel costs will be invoiced separately from equipment rental. Laboratory prices are for clean soil samples only. Testing and disposal of contaminated soil samples will be invoiced at an additional cost.

SESI COPIES	PER UNIT COST
2' X 3' Blueprints	\$2.75
2' X 3' Color Copies	\$18.00
3' X 4' Blueprints	\$4.00
3' X 4' Color Copies	\$25.00
Xerox Copy	\$0.21
Digital Scans - All Plan Sizes	\$5.00

SESI EQUIPMENT RENTAL	
Daily Dynamic Cone Penetrometer	\$50.00
Daily Generator	\$50.00
Daily Magnehelic Gauge	\$50.00
Daily Noise Level Monitor	\$50.00
Daily Nuclear Density Equip	\$60.00
Daily Oil Interface Probe	\$50.00
Daily PID Volatile Org. Anal	\$80.00
Daily Piezometer Readout	\$60.00
Daily Seismograph	\$155.00
Daily Slope Inclinator	\$210.00
Daily Smoke Test Machine	\$50.00
Daily Survey Eq: Level	\$130.00
Daily VRAE Multi Gas Monitor	\$80.00
Daily Water Level Indicator	\$50.00

SESI LABORATORY TESTING	
Atterberg Limits	\$160.00
Classification Rock (Per LF)	\$20.00
Classification Soil	\$20.00
Mechanical Grain Size	\$125.00
One-Point Compaction	\$135.00
Organic Content By Ignition	\$75.00
Proctor Density ASTM D1557	\$270.00
Proctor Density ASTM D698	\$270.00
Wash #200 Sieve	\$75.00
Water Content	\$35.00

SESI

CONSULTING
ENGINEERS

TERMS AND CONDITIONS

(January 13, 2019)

- 1.0 INVOICING.** Payment of invoices is due within ten (10) days from the date of invoice. Amounts not paid within 30 days of invoice date are subject to service charges of 1.25% per month (15% APR), plus any reasonable cost of collection services, inclusive of attorneys' fees. Billing rates are in accordance with SESI's current SCHEDULE OF FEES and are subject to change periodically thereafter. The CLIENT expressly acknowledges that payment of SESI's invoices is not contingent upon receipt by CLIENT of funds from outside sources (lenders, owners, etc.).

NOTE: SESI expressly reserves the right to cease providing services (other than that which we, in our sole discretion, deem necessary for the protection of the public) due to any delinquency of payment of any invoice for services performed on the project or project site, whether for the CLIENT and/or any entity with any relationship to the CLIENT. "Services", as used herein, shall mean not only performance of field-work but also preparation and/or revision of "instruments of service" (as defined hereinafter). In addition to cessation of services, any uncured failure or delinquency of payment, will entitle SESI to withhold delivery or refuse turnover of all Instruments of Service to the CLIENT, or any third-party, or any successor in interest. SESI shall have no obligation to provide advance notice that it has ceased providing services under the terms of this paragraph.

- 2.0 SAMPLES.** Geotechnical samples will be retained by SESI for 30 days from the date of sample collection. Further storage or transfer of samples may be arranged at CLIENT'S expense upon written request received prior to the 25th day of the 30-day period.
- 3.0 RIGHT OF ENTRY.** CLIENT shall provide for SESI's right to enter property owned by CLIENT and/or other(s) in order for SESI to fulfill its scope of services. CLIENT recognizes that SESI's use of exploratory equipment will result in site disturbance, and may cause some damage, and understands that the correction of such damage is not part of this Agreement. It is expressly understood that no site restoration of areas explored by test pits and/or borings or other methods will be done other than to backfill test holes with spoil material only, at the time the exploration is made, unless otherwise agreed to in writing, prior to the commencement of work. Any further filling or patching of areas explored by test pits and/or borings or other methods, is the responsibility of the CLIENT. Any additional settlement of areas explored by test pits and/or borings or other methods shall be the responsibility of the owner and/or CLIENT to fill and/or restore.
- 4.0 BURIED UTILITIES.** SESI will perform research to locate utility lines and other man-made objects that may exist beneath the site's surface. CLIENT recognizes that, despite due care, SESI may be unable to identify underground objects or utilities, and information provided to or obtained by SESI may contain errors or be incomplete. The CLIENT agrees to the fullest extent permitted by law to waive any claim against SESI, and indemnify, defend and hold SESI harmless for direct damage to and consequential damages resulting from contact with buried utilities and other man-made objects that were not called to SESI's attention, or which were not properly located on drawings provided to SESI.
- 5.0 USE OF DATA.** CLIENT acknowledges that the data provided by SESI is intended for use in design efforts only, and may not be sufficient to prepare a comprehensive bid, or determine the exact extent of work required during earthwork, foundation installation, and other sitework. The CLIENT acknowledges that the data in our reports should not be relied upon to estimate bid quantities, schedules, costs, etc, and agrees to inform the design team and all prospective bidders. The CLIENT agrees to require all prospective bidders to perform whatever additional explorations, or data gathering they deem necessary to prepare their bids accurately and will allow sufficient time in the bidding process for prospective contractors to do so.

If, for any reason, CLIENT fails or refuses to do either, CLIENT thereby:

- 1) releases SESI from any responsibility for the ultimate extent of work required in connection with earthwork, foundation installation, structural work and/or other site-work;
 - 2) waives any claims against SESI arising out of the performance of such work; and
 - 3) unconditionally agrees to defend, indemnify and hold SESI harmless, to the fullest extent permitted by law, from all claims made by any third-party using or otherwise relying on the data. CLIENT acknowledges that its release and waiver hereunder, as well as its indemnification and hold harmless obligations as to third-part claims are intended to extend to all manner of claims, expressly including, but not limited to, claims for delay, claims for extra payment related to earthwork, foundation, structural work installation and/or other site-work, and claims for consequential damages of any kind or nature.
- 6.0 STANDARD OF CARE.** The Standard of Care for all professional engineering and related services performed or furnished by SESI under this Agreement will be the care and skill ordinarily used by members of SESI's profession, practicing under similar conditions at the same time and in the same locality. SESI makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services. SESI in no instance is to be responsible for means and methods of performance of the work, supervision, sequencing of construction, or safety in, on, or about the project site.

SESI

CONSULTING
ENGINEERS

TERMS AND CONDITIONS

(January 13, 2019)

- 6.0 **(Con'td.)** CLIENT recognizes that environmental, geologic, geotechnical, planimetric, and topographic conditions can vary from those encountered at the times when, and locations where data are obtained, and that the limitations inherent in extrapolating data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care.

SESI shall be liable only for its own negligent acts or omissions and assumes no liability for the acts or omissions of the CLIENT or other parties or for information provided by others and used in the execution of the work.

- 7.0 **SITE SAFETY.** SESI shall take safety precautions required by federal, state, and local laws, rules and regulations with respect to its own activities in performing services. Should CLIENT or its contractors be conducting activities on site, SESI shall not, under any circumstances, be responsible for site safety or means and methods of construction, and shall have no authority to direct or stop the work of the CLIENT, its contractors, agents, or employees. Further, CLIENT represents that it has specifically assigned responsibility for site safety to others.
- 8.0 **FAILURE TO FOLLOW RECOMMENDATIONS.** SESI disclaims any and all responsibility and liability for problems that may occur during implementation of its plans, specifications, or recommendations when SESI is not retained to observe such implementation.
- 9.0 **EXTENT OF LIABILITY.** CLIENT agrees that, to the fullest extent permitted by law, SESI's total liability to CLIENT is limited to its total compensation under the terms of this Agreement, or \$50,000, whichever is greater, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. If CLIENT requires a limit of liability greater than that provided herein, SESI shall include the amount of such additional limit and the additional compensation to be paid to SESI for assumption of such additional risk.
- 10.0 **TERMINATION.** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of material breach by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, SESI shall be entitled to payment for all services rendered and all reimbursable expenses to the date of termination.
- 11.0 **ASSIGNMENT.** Neither CLIENT nor SESI shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due, or moneys that are due) without the written consent of the other.
- 12.0 **OWNERSHIP OF INSTRUMENTS OF SERVICE.** Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory test data, estimates, and similar documents and materials (other than samples) prepared by or for SESI as instruments of service are SESI's property. SESI shall retain these instruments of service for two (2) years following submission of final project deliverables, during which period SESI's instruments of service will be made available for CLIENT's review at any reasonable time.
- 13.0 **DURATION.** Any scope of work cost and/or work cost estimate contained herein is valid for 30 days from the date of this document, after which time SESI reserves the right to adjust the costs at its discretion.
- 14.0 **THIRD PARTY BENEFICIARIES.** The sole parties to this Professional Services Agreement are: SESI and the CLIENT. Except as specifically provided in this Agreement, nothing contained in this Agreement is intended to or shall be construed to create a contractual relationship with or a cause of action in favor of any non-party against either the CLIENT or SESI. SESI's services under this Agreement are being performed solely for the CLIENT's benefit, and, unless otherwise stated, no third party or entity shall be entitled to make any claim against SESI based on this Agreement or the performance or nonperformance of services hereunder.
- 15.0 **CODE COMPLIANCE.** SESI will put forth reasonable efforts to comply with applicable laws, codes, and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes, and regulations after this date shall entitle SESI to a reasonable adjustment in the project schedule and additional compensation.
- 16.0 **INDEMNIFICATION.** SESI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by SESI's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom SESI is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless SESI, its officers, directors, employees and subconsultants (collectively, SESI) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT'S negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor SESI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

SESI

CONSULTING
ENGINEERS

TERMS AND CONDITIONS

(January 13, 2019)

- 17.0 DISPUTE RESOLUTION.** In the event of a dispute under this Agreement, each party agrees to submit to non-binding mediation prior to the commencement of any legal or administrative proceeding against each other for any alleged violation of the Agreement. If the parties are unable to agree upon an individual to serve as mediator, they shall each select an attorney or other individual recognized as an approved mediator, and those two individuals selected shall jointly agree upon the selection of a third individual who shall alone serve as mediator. If such parties are also unable to agree upon an individual to serve as mediator, the requirement of each party to submit to non-binding mediation under this Agreement shall be waived and the dispute shall be decided by litigation which, unless the parties mutually agree, shall be brought in the State of New Jersey, and venued in Morris County.
- 18.0 CONFIDENTIALITY.** SESI shall maintain the confidentiality of Project information, unless to do so would violate the law, any administrative rules and regulations, or unless such disclosure is reasonably necessary for SESI to provide a defense in any claim or legal action.
- 19.0 INSURANCE.** SESI shall, during the period of performance of this Agreement, maintain insurance coverage for Commercial General Liability and Automobile in amounts as reflected on page D-1. Each such policy shall include CLIENT and its affiliates as additional named insureds. SESI shall also maintain Professional and Pollution Liability and Worker's Compensation policies in amounts as reflected on page D-1. If CLIENT also requires (a) CLIENT and its affiliates to be named as additional insured on a primary and non-contributory basis on SESI's Commercial General Liability and Automobile policies, and/or (b) a Certificate of Insurance reflecting the above insurance coverages and CLIENT's status thereon (in the manner described above), CLIENT must indicate each such requirement in the description section on the Certificate Request form set forth on page D-2, and return the same to SESI. If CLIENT requires a coverage limit greater than that maintained by SESI, as reflected on page D-1 hereto, SESI shall make application to the underwriter for the increased limits and the increase in the premium cost shall be invoiced additionally to the CLIENT.
- 20.0 CONSTRUCTION-PHASE SERVICES.** If construction observation services are included in the Agreement, SESI shall perform those services at intervals designated by the CLIENT. If the intervals are not specified by the CLIENT, SESI personnel shall visit the site at intervals appropriate to the stage of work in construction in order to observe the progress and quality of the work completed by the contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the contractor's work but to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on this general observation, SESI shall keep the CLIENT informed regarding the progress and quality of work and shall endeavor to guard the CLIENT against deficiencies in the work. SESI's construction-phase services exceeding the visits, reviews, and observations indicated herein shall be considered as Out of Scope Services.
- SESI is not responsible for the construction of the project; 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 any contractor.
- If the Agreement does not include construction-phase services, the CLIENT shall be solely responsible for interpreting the contract documents and observing the work of the contractor to discover, correct, or mitigate errors, inconsistencies, or omissions. If the CLIENT authorizes deviations, recorded or unrecorded, from the documents prepared by SESI, the CLIENT shall not bring any claim against SESI and shall indemnify and hold SESI harmless from and against all claims, losses, damages, and expenses, including but not limited to defense costs and the time of SESI to the extent such claim, loss, damage, or expense arises out of or results in whole, or in part from such deviations, regardless of whether or not such claim, loss, damage, or expense is caused in part by a party indemnified under this provision.
- 21.0 GOVERNING LAWS.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflict of laws provisions of such laws.
- 22.0 SEVERABILITY.** If any term or condition of this Agreement shall, to any extent, be found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.
- 23.0 ENTIRE AGREEMENT.** This Agreement, together with (a) any attached appendices, schedules and exhibits, and (b) any addendum that the parties may enter into from time to time from and after the date hereof, embodies the entire understanding between the parties and supersedes any and all prior understandings, arrangements, and agreements, whether oral or written, relating to the particular subject matter of this Agreement or any project described herein. If there is any conflict between this Agreement and any appendix, schedule, exhibit or addendum thereto, the terms of this Agreement will control unless the specific appendix, schedule, exhibit or addendum states that the same shall be controlling, in which case the specific reference shall control and govern. This Agreement may not be modified or amended except by a written document executed by CLIENT and SESI.

SESI

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ACCOUNTING DOCUMENTS

THE FOLLOWING DOCUMENTS ARE PROVIDED FOR YOUR RECORDS

PLEASE PROVIDE TO YOUR ACCOUNTING DEPARTMENT:

- EIN
- Insurance Coverage
- Insurance Certificate Request Form
- Retainer Invoice (if retainer is required)

SESI CONSULTING ENGINEERS EIN: 22-2119179

INSURANCE COVERAGE

<u>Type of Insurance</u>	<u>Per Occurrence or Claim</u>	<u>Aggregate</u>
Commercial General Liability	\$ 1,000,000	\$ 2,000,000
Automobile Liability	\$ 1,000,000	\$ 1,000,000
Umbrella Liability	\$ 5,000,000	\$ 5,000,000
Professional and Pollution Liability	\$ 2,000,000	\$ 2,000,000
Worker's Compensation	As Required by State Law	

INSURANCE CERTIFICATE REQUEST FORM

SESI Clients must complete and return this form to Elisa Pereira at ep@sesi.org.

Fields marked with an * are required fields.

Insured:

Soils Engineering
d/b/a SESI Consulting
& SESI Consulting

12A Maple Avenue, Pine Brook, NJ 07058

Date of Request:

*

Submitted By (Name):

Elisa Pereira

Telephone #:

973-808-9050

Requested By (Name):

*

Company:

*

Telephone #:

*

Email:

*

CERTIFICATE HOLDER INFORMATION:

Company Name:

*

Address:

*

COVERAGES TO BE SHOWN:

- General Liability
- Auto Liability
- Umbrella/Excess

- Workers Compensation
- Professional Liability
- Pollution Liability

ADDITIONAL INSURED INFORMATION (If Required):

(Does not apply to Professional Liability/E&O or Worker's Comp):

DESCRIPTION:

SESI Project #:

* 10665

SESI Project Location:

* Straway Boulevard, Newton, New Jersey

Company Name(s) &

*

Other Required Wording:

DELIVERY METHOD:

INSURED:

Attn:

Elisa Pereira

Email:

ep@sesi.org

HOLDER:

Attn:

Email:

*

*

D-2



TOWN OF NEWTON

RESOLUTION #101-2019

March 25, 2019

“Authorize the Award of a Contract for Matthew Morris, P.P., of Harold E. Pellow & Associates, Inc., as Conflict Planner”

WHEREAS, there exists a need for a conflict professional planner to be appointed to represent the Town of Newton through a contract pursuant to the provisions of N.J.S.A. 40A 11-5 for the KWest Properties, LLC Project for Block 8.08, Lots 10 and 23; and

WHEREAS, the anticipated term of this contract is to the completion of the project; and

WHEREAS, Matthew Morris, P.P., of Harold E. Pellow & Associates, Inc., has indicated that all such services will be rendered to the Town of Newton at the rate of \$105.00 per hour, plus any out-of-pocket disbursements, which the Town Council deems fair and equitable for said professional services; and

WHEREAS, Matthew Morris, P.P., of Harold E. Pellow & Associates, Inc., in the aggregate is not expected to exceed the pay to play threshold of \$17,500.00;

NOW, THEREFORE, BE IT RESOLVED, the Town Manager and Municipal Clerk are hereby authorized and directed to execute a duplicate of this Resolution which shall act as the authorization and agreement between the Town of Newton and Matthew Morris, P.P., of Harold E. Pellow & Associates, Inc., providing for the retention of Matthew Morris, P.P., as conflict Planner for the KWest Properties, LLC project for Block 8.08, Lots 10 and 23.

Matthew Morris, P.P.
Harold E. Pellow & Associates, Inc.

Thomas S. Russo, Jr.
Newton Town Manager

CERTIFICATION

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

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #102-2019

March 25, 2019

“Resolution Approving Vacation & Sick Leave Time Payout for Jose Morales”

WHEREAS, Jose Morales, Police Officer with the Town of Newton, retires effective March 31, 2019 and is entitled to payout for unused and accrued vacation & sick leave time pursuant to applicable law, Town ordinances, Policemen's Benevolent Association, Local #138 Agreement and the Town of Newton Personnel Policy and Procedures Manual and Employee Handbook;

NOW, THEREFORE BE IT RESOLVED, the Town Council authorizes the following payout for unused and accrued vacation & sick leave to Jose Morales as follows:

<u>EMPLOYEE</u>	<u>RETIREMENT DATE</u>	<u>PAYOUT TOTAL</u>
Jose Morales	March 31, 2019	\$4,173.38

BE IT FURTHER RESOLVED, that appropriate Town employees are hereby authorized to make the payments set forth above, with any required revisions to the payout amounts.

CERTIFICATION

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

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #103-2019

March 25, 2019

“Resolution to Accept the Certified List of Qualifying 2018 Newton Volunteer First Aid Squad LOSAP Participants”

WHEREAS, the Length of Service Awards Program (LOSAP) for the Newton Volunteer First Aid Squad was approved by the Mayor and Council through the passage of Ordinance 2013-3 on February 11, 2013, and approved by Newton voters as a public question at the General Election on November 5, 2013; and

WHEREAS, Resolution #196-2014 and Resolution #198-2014 were adopted October 27, 2014 establishing the LOSAP for the Newton Volunteer First Aid Squad and awarding the contract to Lincoln Financial Advisors; and

WHEREAS, the Newton Volunteer First Aid Squad has certified a list of members who are eligible, in accordance with guidelines outlined in Ordinance 2013-3, to receive an amount between \$115.00 and \$1,150.00 based on points credited for volunteer services rendered in 2018 as per the 2018 LOSAP LIST attached; and

WHEREAS, the total number of qualifying volunteers for the First Aid Squad is 24, for a total contribution of \$18,515.00, less the State restrictive amount of \$402.50 bringing the contribution total to \$18,112.50; and

WHEREAS, the State of New Jersey does not permit a municipality to contribute more than the annual maximum, even if a volunteer has earned LOSAP contribution credits for both the Fire and the First Aid. Accordingly the above total payment needs to be reduced by \$287.50 and \$115.00, the amounts in excess of the \$1,150.00 annual maximum contribution authorized for two volunteers; and

WHEREAS, the Chief Financial Officer hereby certifies that sufficient funds have been appropriated in the Town of Newton Operating Budget for calendar year 2018 to cover the cost of this contract;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council do hereby accept the certified list from the Newton Volunteer First Aid Squad dated February 7, 2019.

CERTIFICATION

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

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON - LOSAP EMS

	Last	First	MI	2018	
1	ALBORANO	MAECHELL		115.00	
2	AVILES	MALACHI		575.00	
3	CARD	JEAN		287.50	
4	CICCIA	APRIL		115.00	
5	CHAVARRIA	JOSEPH		115.00	
6	COUCE	JOHN PAUL		1,150.00	
7	COUCE	JOSHUA		862.50	
8	COUCE	JONATHAN	P	115.00	
9	DIGLIO	SANDRA	L	1,150.00	
10	HENNIGGAN	LAUREN		1,150.00	
11	HASSAN	RIAN		115.00	
12	HRUSKA	LUCAS		1,150.00	
13	HUGHES	ALEX		575.00	
14	MURESAN	ROBERTA		1,150.00	
15	NANNERY	NICK		1,150.00	
16	NANNERY	WILLIAM		1,150.00	
17	POSEY	BRANDON	W	1,150.00	
18	POSEY	GARY		1,150.00	
19	PRICE	JOSHUA	R	1,150.00	
20	SAPUNARICH	SEANA		1,150.00	
21	SEELY	CASEY		575.00	
22	SURIANO	DAVID		1,150.00	
23	TENIS	WAYNE	P	115.00	
24	WILSON	KYLE		1,150.00	
				18,515.00	TOTAL SUBMITTED BY FIRST AID SQUAD
	Less:				Exceeds annual \$1,150 maximum
	CARD	JEAN		-287.50	
	CHAVARRIA	JOSEPH		-115.00	
				18,112.50	TOTAL PERMITTED TO BE REMITTED

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

Meeting Date: 03/25/2019 For bills from 03/12/2019 to 03/21/2019

Check#	Vendor	Description	Payment	Check Total
41328	2757 - ATLANTIC TACTICAL INC.	PO 53906 HOLSTERS ACCT #203375	186.60	186.60
41329	4026 - AUTOZONE	PO 54339 B: AUTO PARTS	49.98	49.98
41330	1132 - BOONTON TIRE SUPPLY INC.	PO 53979 OEM EXPLORER EXHAUST & COOLANT REPA	682.93	
		PO 54013 B: PD VEHICLE REPAIR	516.77	1,199.70
41331	192 - CAMPBELL'S SMALL ENGINE INC.	PO 54374 SNOW BLOWER/Starter RPR	250.00	250.00
41332	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 53971 B: LONG DISTANCE est.\$75 x12=\$900	65.22	65.22
41333	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 54452 LOCAL PHONE SERVICE	2,727.26	2,727.26
41334	2843 - CHELBUS CLEANING CO., INC.	PO 54006 B: CLEAN TOWN BLDGS Mar	1,813.75	1,813.75
41335	3770 - CINTAS CORPORATION NO. 2	PO 53974 B: FIRST AID SUPPLIES	108.22	108.22
41336	2765 - CODE 96 LLC	PO 53379 Computer repair/upgrade Quote #1018	360.85	360.85
41337	4138 - CONSTELLATION NEWENERGY -GAS DIV	PO 54453 NATURAL GAS -JAN	3,542.12	3,542.12
41338	1632 - COOPER ELECTRIC SUPPLY CO.	PO 54279 REPAIR equip lights acct #192NE035	95.20	
		PO 54351 TH LIGHTS ACCT #25723 (est)	76.80	172.00
41339	2361 - CSS TEST INC.	PO 54055 B: Pre-Employment/Post Accident - D	96.00	96.00
41340	1736 - DANFORTH'S TRAILER & AUTO, INC	PO 54372 RAM/PLOW	274.42	274.42
41341	4069 - DELL MARKETING LP	PO 54236 New Computer for Town Manager Cust	643.41	643.41
41342	50 - E.A. MORSE & COMPANY, INC.	PO 54294 JANITORIAL SUPPLIES CUST #373200 (e	578.55	578.55
41343	3784 - ESTREMER, MICHELLE	PO 54135 B: QTRLY MILEAGE REIMB 1st -Rec Sup	115.00	115.00
41344	225 - FEDERAL EXPRESS	PO 53968 B: EXPRESS MAIL ACCT #1344-0525-2	31.33	31.33
41345	373 - GALLS, LLC	PO 54262 ADULT BAG VALVE MASKS ACCT #479447	118.00	118.00
41346	789 - GREATER NEWTON CHMR OF COMM.	PO 54308 TABLE FOR GNCC DINNER 3/7/19	160.00	160.00
41347	3703 - GRUBER COLABELLA LIUZZA & THOMPSON	PO 53956 B: 2019 PUBLIC DEFENDER -Mar	1,235.58	1,235.58
41348	3804 - HAYDEE BALLESTER	PO 53975 B: TRANSLATION 3/12 @\$165	165.00	165.00
41349	272 - HOLZHAUER, SCOTT	PO 54137 B: QTRLY MILEAGE REIMB 1st -Tax Ass	115.00	115.00
41350	1345 - IACP - MEMBERSHIP	PO 54022 2019 MEMBERSHIP - CHIEF OF POLICE	190.00	190.00
41351	3815 - IMAGEPOINT LOGOWEAR, LLC.	PO 53465 NPD HATS	688.80	688.80
41352	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 54341 PB CONSULT - AUG 2018	180.00	180.00
41353	113 - JCP&L	PO 54410 ST LIGHTING MORAN -JAN	22.12	
		PO 54415 FIRE #2 -FEB	83.26	
		PO 54451 STREET LIGHTING FEB	6,444.86	6,550.24
41354	2532 - LADDEY, CLARK & RYAN, LLP	PO 53955 B: 2019 PROSECUTOR -Mar McMeen	2,583.33	2,583.33
41355	266 - LAFAYETTE AUTO PARTS	PO 54289 TRUCK.HOSES/SNOWPREP	47.00	
		PO 54376 TRUCK.HOSES/SNOWPREP	105.16	152.16
41356	2278 - LANGUAGE LINE SERVICES, INC.	PO 54014 B: TRANSCRIPTION SERVICES	10.20	10.20
41357	2166 - MATTHEW BENDER & CO, INC.	PO 54360 CIVIL SERVICE 2019 UPDATE acct #99	78.00	78.00
41358	3576 - MARIN CONSULTING ASSOCIATES	PO 54288 LEADERSHIP TRAINING COURSE	500.00	500.00
41359	1141 - MCGUIRE, INC.	PO 54282 TRUCK #9 Equip Maint/Wire Connector	76.95	76.95
41360	4150 - MCINTOSH, LAUREN	PO 54424 COURT COVERAGE -MARCH	250.00	250.00
41361	1231 - MILLER, JASON	PO 54134 B: QTRLY MILEAGE REIMB 1 st -OEM	115.00	115.00
41362	409 - MINISINK PRESS INC	PO 54395 2018 Annual Report Printing	113.00	113.00
41363	2840 - 284 AGGREGATES, LLC.	PO 54257 GRIT \$2,500 @ \$11.05/ton R#60-2019	647.87	647.87
41364	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 54383 Gloves/MachRpr	119.56	119.56
41365	1741 - MORRIS COUNTY POLICE ACADEMY	PO 54316 BASIC POLICE CLASS	1,500.00	1,500.00
41366	3659 - NATIONWIDE EMPLOYEE BENEFITS	PO 54448 FIRE ACC/LIFE INS	2,114.30	2,114.30
41367	199 - NEOPOST LEASING, INC.	PO 54403 POSTAGE MACH SEAL SOLUTION #2850	21.15	21.15
41368	116 - NEW JERSEY HERALD, INC.	PO 54405 NJH Ad	19.50	19.50
41369	255 - NEW JERSEY PLANNING OFFICIALS	PO 54323 PB EDU-March	590.00	590.00
41370	240 - NEWTON FIRST AID SQUAD	PO 53980 1ST QTR 2019 CONTRIBUTION (ANNUAL	6,250.00	6,250.00
41371	336 - NEWTON TROPHY	PO 54358 Plaque for City of Bacolod	85.00	85.00
41372	3532 - NJEPA	PO 54359 NJ EMERGENCY PREPAREDNESS CONF Teet	405.00	405.00
41373	2835 - NJMEBF	PO 54428 MARCH MEDICAL/DENTAL	73,781.00	73,781.00
41374	2607 - NORTHERN RAIN	PO 54306 2019 LAWN SPRINKLER RENEWAL	190.00	190.00
41375	106 - ELIZABETHTOWN GAS	PO 54416 NATURAL GAS -FEB	2,436.66	2,436.66
41376	2788 - PENTELEDATA	PO 53973 B: INTERNET est.\$1180 x 12=\$14,160	769.70	769.70
41377	39 - QUILL CORPORATION	PO 54018 B: Police/Cencom OFFICE SUPPLES	760.42	760.42
41378	4034 - R & J CONTROL INC.	PO 54377 FH#1 COOLANT ALARM/FAILURE cust #83	410.58	410.58
41379	251 - R.S. PHILLIPS STEEL LLC	PO 54371 PLOW REPAIR	48.05	48.05
41380	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 53999 B: GASOLINE -Feb \$5,000 per	5,551.69	5,551.69
41381	4137 - RAZZANO MICHAEL	PO 54136 B: QTRLY MILEAGE REIMB 1 st -Depty	115.00	115.00
41382	3679 - REISINGER OXYGEN SERVICE, INC.	PO 54015 B: OXYGEN POLICE CUST #05587	54.44	54.44
41383	1936 - ROGO FASTENER CO., INC.	PO 54321 GLASS CLEANER ACCT #107936	47.45	47.45
41384	61 - S K PAPER SHRED	PO 54345 B: 2019 PAPER SHREDDING (\$150 X 6X'	150.00	150.00

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

Meeting Date: 03/25/2019 For bills from 03/12/2019 to 03/21/2019

Check#	Vendor	Description	Payment	Check Total
41385	2008 - SCOT SORENSEN	PO 53734 EMD TRAINING	500.00	500.00
41386	951 - SERVICE ELECTRIC CABLE TV, INC.	PO 53960 B: DIGITAL CONVERTERS & DTA's -Mar	108.35	108.35
41387	3993 - SLOAN, JAMES P.	PO 53957 B: 2019 JUDGE -Mar (\$35,700/12=\$2,	3,278.50	3,278.50
41388	2257 - STAPLES BUSINESS ADVANTAGE, INC.	PO 54017 B: Police/Cencom OFFICE SUPPLES	72.28	
		PO 54385 B: Court Office Supplies	255.96	
		PO 54432 B: OEM OFFICE SUPPLIES	29.99	
		PO 54433 OPRA Request	364.39	
		PO 54435 ST PATRICKS DAY FLYERS	152.20	874.82
41389	756 - SUI ACCOUNT	PO 54457 CURR 2018 UNEMPLOYMENT TO SUI	4,000.00	4,000.00
41390	3442 - SUNLIGHT GENERAL	PO 54234 B: DPW/STP ELECTRIC	323.44	323.44
41391	1215 - SUSSEX & WARREN TAX COLL	PO 54212 2/22 QTRLY MEETING	26.00	26.00
41392	102 - SUSSEX CAR WASH INC	PO 54044 B: PD CAR WASHES -Feb	128.00	128.00
41393	556 - SUSSEX COUNTY ASSESSORS ASSOC.	PO 53787 2018 ASSESSOR DUES	100.00	100.00
41394	1029 - SUSSEX COUNTY CLERK'S ASSN	PO 54406 Clerk's Seminar	45.00	45.00
41395	3863 - SUSSEX COUNTY COMM COLLEGE FOUNDATI	PO 54221 Ladies Retreat attendees and sponso	437.50	437.50
41396	371 - T.A. MOUNTFORD COMPANY, INC.	PO 54399 COPIER CONTRACT 2ND FLR (2/28/19-2/	875.00	875.00
41397	4148 - TCTANJ SPRING CONFERENCE	PO 54386 T SCHLOSSER SPRING CONFERENCE #v2n	395.00	395.00
41398	2675 - TIRE KING, INC.	PO 54296 Rpr Tire/SnowStorm	275.00	275.00
41399	2880 - TRACTOR SUPPLY	PO 54146 EquipLighting#6035301203147200	131.96	131.96
41400	4018 - USA HOIST CO., INC.	PO 53964 B: ELEVATOR MAINT (POLICE SIDE) Ma	230.00	230.00
41401	1280 - VERIZON WIRELESS, INC.	PO 54043 B: CELL PHONES -Feb	1,466.85	1,466.85
41402	3705 - VJ TRUGLIO, CPO-I	PO 53907 POOL OPERATOR COURSE (EST)	400.00	400.00
41403	1500 - WALMART	PO 54449 Giveaways for Community Night 3/6	10.49	
		PO 54431 Cellular Equip/Cords	43.02	53.51
41404	3758 - WALTER CHADWICK	PO 54421 CDL PHYSICAL REIMBURSEMENT	125.00	125.00
41405	382 - WELDON ASPHALT COMPANY, INC.	PO 54348 ASPHALT POT HOLES (est)	1,443.75	1,443.75
41406	804 - WEST CHESTER MACHINERY	PO 54297 SNOW PLOW PARTS/PLOW PARTS	860.00	860.00
TOTAL				137,640.72

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
100001	CASH - CURRENT - LAKELAND #434			0.00	137,640.72
100130	INTERFUND RECEIVABLE - PAYROLL ACCT			55,336.05	
1050200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	1,431.11			
1051200	TOWN CLERK'S OFFICE - OTHER EXPENSES	460.22			
1052200	TOWN COUNCIL - OTHER EXPENSES	170.00			
1053200	HUMAN RESOURCE - OTHER EXPENSES	78.00			
1055200	ASSESSMENT OF TAXES - OTHER EXPENSES	115.00			
1055200A	(2018) ASSESSMENT OF TAXES - OTHER EXPEN		100.00		
1056200	COLLECTION OF TAXES - OTHER EXPENSES	421.00			
1058200	LEGAL SERVICES - OTHER EXPENSES	3,708.33			
1059200	MUNICIPAL COURT - OTHER EXPENSES	3,645.96			
1061200	BUILDINGS & GROUNDS - OTHER EXPENSES	4,454.05			
1062200	PLANNING BOARD - OTHER EXPENSES	505.00			
1062200A	(2018) PLANNING BOARD - OTHER EXPENSES		180.00		
1064200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	75.00			
1066200	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	18,569.95			
1069200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	2,114.30			
1070200	FIRE DEPARTMENT - OTHER EXPENSES	115.00			
1074200	POLICE DEPARTMENT - OTHER EXPENSES	3,205.34			
1074200A	(2018) POLICE DEPARTMENT - OTHER EXPENSE		875.40		
1074300A	(2018) COMMUNICATIONS CENTER - OTHER EXP		860.85		
1076200	AID TO FIRST AID ORGANIZATION - OTHER EX	6,250.00			
1078200	EMERGENCY MANAGEMENT - OTHER EXPENSES	549.99			
1080200	ROAD REPAIR & MAINT - OTHER EXPENSES	1,610.76			
1081200	SNOW REMOVAL - OTHER EXPENSES	1,951.61			
1081200A	(2018) SNOW REMOVAL - OTHER EXPENSES		860.00		
1083300	VEHICLE MAINTENANCE - OTHER EXPENSES	1,377.68			
1085200	OCCUPATIONAL HEALTH - OTHER EXPENSES	96.00			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
1087200	RECREATION - OTHER EXPENSES	125.49			
1089200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	23,584.55			
1090200A	(2018) SWIMMING POOL - OTHER EXPENSES		400.00		
1094798	INTERLOCAL - GREEN TWP COURT	414.08			
1098200A	(2018) STATUTORY EXPENDITURES - OTHER EX		4,000.00		
TOTALS FOR	CURRENT FUND	75,028.42	7,276.25	55,336.05	137,640.72

Total to be paid from Fund 10 CURRENT FUND

137,640.72

137,640.72

Checks Previously Disbursed

191016	PAYROLL ACCOUNT	3/21 Current Pay (Move Recreation	201,292.37	3/21/2019

			201,292.37	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 10 CURRENT FUND	201,292.37	137,640.72	338,933.09
BILLS LIST TOTALS	201,292.37	137,640.72	338,933.09

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

Meeting Date: 03/25/2019 For bills from 03/12/2019 to 03/21/2019

Check#	Vendor	Description	Payment	Check Total
8782	2744 - FKA ARCHITECTS INC.	PO 48892 ARCHITECT -FIREHOUSE #2 RENOVATION	1,045.42	1,045.42
8783	1641 - ZITONE CONSTRUCTION	PO 52326 FIREHOUSE #2 CONSTRUCTION BID#	204,024.24	204,024.24
TOTAL				205,069.66

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
300001	CASH - CAPITAL - LAKELAND #450			0.00	205,069.66
3091605	ORD 2016-5 VARIOUS \$1,190T	1,045.42			
3091709	ORD 2017-9 VARIOUS \$1,405	204,024.24			
TOTALS FOR	CAPITAL	205,069.66	0.00	0.00	205,069.66

Total to be paid from Fund 30 CAPITAL

205,069.66
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205,069.66

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

Meeting Date: 03/25/2019 For bills from 03/12/2019 to 03/21/2019

Check#	Vendor	Description	Payment	Check Total
17416	2709 - ACCURATE WASTE REMOVAL INC.	PO 54239 B: SLUDGE DISPOSAL -Feb (\$95T 3/	13,187.30	13,187.30
17417	921 - AIRGAS EAST	PO 54084 B: CARBON DIOXIDE \$30 X 12 = \$360	9.90	9.90
17418	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 53972 B: WOODSIDE AVE PS -Mar est	40.30	40.30
17419	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 54452 LOCAL PHONE SERVICE	1,221.69	1,221.69
17420	3770 - CINTAS CORPORATION NO. 2	PO 53974 B: FIRST AID SUPPLIES	52.86	52.86
17421	4138 - CONSTELLATION NEWENERGY -GAS DIV	PO 54453 NATURAL GAS -JAN	1,726.94	1,726.94
17422	4069 - DELL MARKETING LP	PO 54236 New Computer for Town Manager Cust	643.41	643.41
17423	71 - FISHER SCIENTIFIC	PO 54318 LAB EQUIPMENT acct #107511-001	1,356.64	1,356.64
17424	789 - GREATER NEWTON CHMBR OF COMM.	PO 54308 TABLE FOR GNCC DINNER 3/7/19	160.00	160.00
17425	70 - HACH COMPANY	PO 54320 B: Lab Supplies For Both Water And	1,168.85	1,168.85
17426	409 - MINISINK PRESS INC	PO 54395 2018 Annual Report Printing	113.00	113.00
17427	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 54383 Gloves/MachRpr	176.30	176.30
17428	3166 - MOTT MACDONALD	PO 53927 A/P- 12/31/18 SewerLine Inspect PO#	44,253.44	44,253.44
17429	2835 - NJMEBF	PO 54428 MARCH MEDICAL/DENTAL	86,500.00	86,500.00
17430	106 - ELIZABETHTOWN GAS	PO 54416 NATURAL GAS -FEB	907.45	907.45
17431	2882 - ONE CALL CONCEPTS, INC.	PO 53992 B: ONE CALL MESSAGES (Jan-Dec)	47.16	47.16
17432	2788 - PENTELEDATA	PO 53973 B: INTERNET est.\$1180 x 12=\$14,160	399.85	399.85
17433	1489 - SMALLEY, JOHN H	PO 53978 2019 SVCS @ MORRIS LAKE -Mar	1,416.66	1,416.66
17434	2257 - STAPLES BUSINESS ADVANTAGE, INC.	PO 54430 B: W/S OFFICE SUPPLIES	17.91	17.91
17435	2056 - SUBURBAN PROPANE, LP.	PO 54139 BLANKET: PROPANE WTP ACCT #2332-13	5,804.89	5,804.89
17436	756 - SUI ACCOUNT	PO 54450 W/S 2018 UNEMPLOYMENT TO SUI	4,300.00	4,300.00
17437	3442 - SUNLIGHT GENERAL	PO 54234 B: DPW/STP ELECTRIC	628.45	628.45
17438	3863 - SUSSEX COUNTY COMM COLLEGE FOUNDATI	PO 54221 Ladies Retreat attendees and sponso	362.50	362.50
17439	1151 - TREASURER, STATE OF NEW JERSEY	PO 54391 LAB CERTIFICATION 2019	835.00	835.00
17440	1280 - VERIZON WIRELESS, INC.	PO 54043 B: CELL PHONES -Feb	224.15	224.15
TOTAL				165,554.65

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROX. YEAR	NON-BUDGETARY	CREDIT
600001	CASH - W/S OPERATING-LAKELAND #426			0.00	165,554.65
601110	Acct Paybl(5/17 use per msi Not#601296)			44,253.44	
6051200	W&S OPERATING - TOTAL OTHER EXPENSES	117,001.21			
6093299A	(2018) W&S STAT EXPEND - UNEMPLOYMENT		4,300.00		
TOTALS FOR	WATER/SEWER UTILITY	117,001.21	4,300.00	44,253.44	165,554.65

Total to be paid from Fund 60 WATER/SEWER UTILITY

165,554.65
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165,554.65

Checks Previously Disbursed

196012	PAYROLL ACCOUNT	3/21 W/S Pay	36,869.48	3/21/2019

			36,869.48	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 60 WATER/SEWER UTILITY	36,869.48	165,554.65	202,424.13

BILLS LIST TOTALS	36,869.48	165,554.65	202,424.13
			=====

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

Meeting Date: 03/25/2019 For bills from 03/12/2019 to 03/21/2019

Check#	Vendor	Description	Payment	Check Total
3836	2377 - FOREMOST PROMOTIONS, INC.	PO 54295 EVENT HANDOUTS #1009385	1,170.14	1,170.14
3837	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 54388 THORLABS -NOV	4,800.00	4,800.00
3838	3873 - JCM ASSOCIATES, LLC.	PO 54216 LEAD GRADUATION HANDOUTS	295.70	295.70
3839	1971 - TOWN OF NEWTON	PO 54355 Mets/Yankees game - tip for bus dri	50.00	50.00
3840	1819 - VOGEL, CHAIT, COLLINS, SCHNEIDER, PC,	PO 54382 BRIAN GIBLIN-JAN ESCROW	45.00	45.00
TOTAL				6,360.84

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
710001	CASH - TRUST - LAKELAND #469			0.00	6,360.84
711208	RES RECREATION (ALL)			50.00	
711219	RESERVE FOR POLICE DONATIONS *			1,465.84	
711440	ENGINEER REVIEW FEES			45.00	
711700	REDEVELOPMENT ESCROW FEES			4,800.00	
TOTALS FOR	TRUST	0.00	0.00	6,360.84	6,360.84

Total to be paid from Fund 71 TRUST
 6,360.84
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 6,360.84

Checks Previously Disbursed

197106	PAYROLL ACCOUNT	3/21 Trust Pay	6,628.92	3/21/2019

			6,628.92	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 71 TRUST	6,628.92	6,360.84	12,989.76
BILLS LIST TOTALS	6,628.92	6,360.84	12,989.76