



AGENDA
NEWTON TOWN COUNCIL
August 5, 2019
7:00 p.m.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES July 22, 2019 Regular Meeting

V. OPEN TO THE PUBLIC

At this point in the meeting, the Town Council welcomes comments from any member of the public on any topic. To help facilitate an orderly meeting and to permit the opportunity for anyone who wishes to be heard, speakers are asked to take one turn at the microphone and please limit their comments to 5 minutes. The Clerk will keep time. If reading from a prepared statement, please provide a copy and email a copy to the Clerk's Office after making your comments so it may be properly reflected in the minutes.

VI. COUNCIL & MANAGER REPORTS

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

VII. ORDINANCES

- a. 2nd Reading and Public Hearing

Ordinance 2019-7

An Ordinance Revising Article I of Chapter 57, Animals and Chapter 320, Zoning, of the Code of the Town of Newton Regarding Animals

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

VIII. OLD BUSINESS

IX. CONSENT AGENDA

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

- a. Resolution #169-2019* Resolution of Rejection, Longo Electrical-Mechanical Inc., for Equipment Pump Maintenance Services, Bid #6-2019
- b. Resolution #170-2019* Award of Bid #6-2019 Equipment Pump Maintenance Services to Rapid Pump and Meter Service Company Inc.
- c. Resolution #171-2019* Authorize Cancellation of Taxes; Block 8.05, Lot 4 for Payment in Lieu of Taxes Agreement
- d. Resolution #172-2019* Authorize Cancellation of Taxes; Block 8.05, Lot 7 for Payment in Lieu of Taxes Agreement
- e. Resolution #173-2019* Authorize the Award of a Required Disclosure Contract for Fire & Safety Services, Ltd.
- f. Resolution #174-2019* Authorizing Acquisition of Mobile Camera and Accessories through New Jersey State Contract Purchasing and Property to SF Mobile Vision Contract T0106 -17FLEET00731
- g. Resolution #175-2019* Refund of Redemption Monies to Outside Lien Holder for Block 15.02, Lot 15, also Known as 16 Hampton Street
- h. Resolution #176-2019* Resolution Approving Retirement of Dawn L. Babcock
- i. Resolution #177-2019* Affirm the Issuance of a \$2,150,000 Bond Anticipation Note
- j. Resolution #178-2019* Authorize the Award of a Contract for Topology NJ, LLC as Conflict Planner for the Redevelopment of Block 10.01, Lot 4

- k. Resolution #179-2019* Authorize the Award of a Professional Services Agreement for Additional Geotechnical Engineering Services by SESI Consulting Engineers for the Newton Pool Evaluation
- l. Resolution #180-2019* Authorize the Award of a Professional Services Agreement for Additional Engineering Services by Suburban Consulting Engineers, Inc., for the Newton Pool Evaluation
- m. Resolution #181-2019* Authorize the Award of a Required Disclosure Contract for JK HVAC Services LLC
- n. Resolution #182-2019* Award Bid for Proposed Construction of ADA Ramps on Plainfield Avenue Project
- o. Resolution #183-2019* A Resolution of the Town of Newton, in the County of Sussex, New Jersey Authorizing Emergency Repairs at Sussex St. Retention Basin
- p. Resolution #184-2019* Approve Bills and Vouchers for Payment
- q. Application(s)* An application for a Special Permit for Social Affair from Newton Memorial Post 5360 Veterans of Foreign Wars to be held on September 7, 2019 from 4:00pm-7:00pm @ 85 Mill Street, Newton

X. DISCUSSION

XI. OPEN TO THE PUBLIC

XII. COUNCIL & MANAGER COMMENTS

XIII. EXECUTIVE SESSION

- a. Resolution #185-2019 A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12
 - i. Contract Negotiations – Sussex County Bridge Q-06 Bridge Project

XIV. ADJOURNMENT

**TOWN OF NEWTON
ORDINANCE 2019-7**

**AN ORDINANCE REVISING ARTICLE I OF CHAPTER 57, ANIMALS AND
CHAPTER 320, ZONING, OF THE CODE OF THE TOWN OF NEWTON
REGARDING ANIMALS**

WHEREAS, the Newton Town Council has reviewed the Town Code regarding animals permitted within the Town and has determined that revisions are necessary;

NOW, THEREFORE BE IT ORDAINED, that Article I of Chapter 57, Animals, shall be revised and Section 320-28.J shall be revised to reflect the desired changes.

SECTION 1:

Chapter 57, Article I, Keeping and Housing of Animals and Fowl, shall be deleted and its entirety and shall be replaced as follows:

ARTICLE I. DOMESTIC ANIMALS

§57-1 DEFINITIONS

Animals Running at Large

"At large" shall mean off the premises of the owner or custodian of the animal, and not under the immediate control of the owner or custodian

Domestic Animals

Any animal that has been bred and/or raised to live in or about the habitation of humans and is dependent on people for food and shelter, and not raised for commercial gain; including among others dogs, cats, guinea pigs, reptiles, chickens and fish; and excluding: poisonous and dangerous animals such as lions and bears, livestock such as horses and cows, and other animals weighing more than 100 pounds.

§57-2 DOMESTIC ANIMALS

Domestic animals shall be permitted within all Zones within the Town of Newton.

§57-3 ANIMALS RUNNING AT LARGE

No person shall permit any animal regularly housed on his property or in his possession to run at large, nor shall any animals be permitted upon the streets or other public ways of the Town unless under the immediate control of the owner or his authorized custodian. Such action is declared to be a nuisance and dangerous to the public health and safety.

§57-4 STANDARDS FOR KEEPING CHICKENS

The keeping of chickens in the Town of Newton, other than for farm and agricultural uses permitted per Code Section 320-28.J, shall be subject to the following requirements:

- A. A maximum of five (5) female chickens shall be permitted on any lot.
- B. The keeping of roosters (mature male chickens) and cockerels (young male chickens) is prohibited.
- C. Chickens shall be provided with a fully-enclosed shelter (coop) and a run or fenced enclosure, with the following requirements:
 - 1. Shelters and runs or fenced enclosures are permitted in the rear yard only;
 - 2. Shelters and runs or fenced enclosures shall be located a minimum of five (5') feet from a fenced in property line, and ten (10') feet from any non-fenced in property line and a minimum of twenty-five (25') feet from any residential dwelling;
 - 3. Only one shelter shall be permitted on any lot, with a maximum permitted area of any shelter of 100 SF, and the total area of shelters and attached run shall be a maximum of 150 SF;
 - 4. Shelters/coops shall not exceed six (6') feet in height; and
- D. The shelter and enclosures shall remain in good repair and in a clean and healthy condition, free from accumulation of waste, free from noxious or offensive odor, and free from any condition which may breed flies or other insects. Slaughtering chickens in public view is prohibited.
- E. Storage of manure, waste and odor or dust producing substances shall be kept in a water-tight container, disposed of in accordance with health code and accepted agricultural practices; and such manure and waste storage shall be located at least ten (10') feet from any lot line and a minimum of twenty-five (25') feet from any residential dwelling.

SECTION 2:

Section 320-28.J(2) shall be deleted in its entirety and replaced as follows:

- (2) All animals shall be provided shelter for containment, and premises are to be maintained in such a way as to regularly remove waste and prevent odor and attraction of rodents and insects. No building or structure used for shelter or enclosure of fowl, game, horses, or farm livestock shall be closer to any property line than 200 feet.

SECTION 3:

Section 320-28.J(4) shall be deleted in its entirety and replaced as follows:

- (4) One horse for the personal use of the occupants of the residence may be maintained on any lot at least three acres in size.

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 a at a regular meeting of the Town Council of the Town of Newton conducted on Monday, July 8, 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, August 5, 2019 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

ATTEST:

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #169-2019

August 5, 2019

“Resolution of Rejection, Longo Electrical-Mechanical Inc., for Equipment Pump Maintenance Services, Bid #6-2019”

WHEREAS, the Town of Newton advertised and received bids in a fair and open manner consistent with N.J.S.A. 19:44A-204. et. Seq., on May 21, 2019, 1:30pm for Bid #6-2019 Equipment Pump Maintenance Services; and

WHEREAS, Longo Electrical-Mechanical Inc., responded with a bid of \$103,056.00 for the tenets as contained within Bid #6-2019; and

WHEREAS, the Lowest Responsible Bidder as part of the bid due diligence was mandated to conduct a site visit at their own arrangement, in order to familiarize themselves with the technical complexity of the work; and

WHEREAS, the service involves the potable water supply for citizens of the Town of Newton, and the requirements of a fully vetted and informed bidder affect the public safety, health and welfare; and

WHEREAS, it was discovered Longo Electrical-Mechanical Inc., had not responded based upon the specifications of Bid #6-2019 but an earlier bid which contained far different specifications; and

WHEREAS, it was determined Longo Electrical-Mechanical Inc., had not conducted a mandatory site visit of their own arrangement in order to address any potable water concerns affecting the public safety, health and welfare; and

WHEREAS, the New Jersey Local Publics Contract Law at N.J.S.A. 40A:11-13.2(e) allow for a rejection bids when the purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated; and

WHEREAS, Longo Electrical-Mechanical Inc., does not fully comply with the New Jersey Local Publics Contract Law at N.J.S.A. 40A:11-27(33) as not meeting the definition of a responsible bidder; and

WHEREAS, Longo Electrical-Mechanical Inc., does not fully comply with the New Jersey Local Publics Contract Law at N.J.S.A. 40A:11-4(a) which demands the lowest bidder deemed responsive and responsible be awarded a bid contract;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, Sussex County, that the recommendation of Newton's Qualified Purchasing Agent and Town Engineer is hereby accepted, and the bid response by Longo Mechanical Inc., is hereby rejected under N.J.S.A. 40A:11-13.2(e).

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #170-2019

August 5, 2019

"Award of Bid #6-2019 Equipment Pump Maintenance Services to Rapid Pump and Meter Service Company Inc."

WHEREAS, the Town of Newton advertised and received quotes in a fair and open manner consistent with N.J.S.A.19:44A-204. et. Seq., on May 21, 2019 at 1:30pm for Bid #6-2019 Equipment Pump Maintenance Services; and

WHEREAS, the lowest bidder deemed responsive and responsible, was Rapid Pump and Meter Service Company Inc., 285 Straight Street, Paterson, NJ 07509, who provided the response of \$113,288.00; and

WHEREAS, the Chief Financial Officer hereby certifies expected payments to Rapid Pump and Meter Service Company may be \$113,288.00, however, approximately \$62,920.00 has been charged or encumbered or expected to be encumbered through September 1, 2019 to the present vendor, so additional funds are hereby certified in the amount not to exceed \$50,368.00 as follows:

2019 Water Sewer Utility Budget – Other Expenses:

Water Treatment contractual maintenance #6064217	\$4,800.00
Water Distribution mechanical maintenance #6065241	\$7,000.00
Sewer Plant contractual maintenance #6077217	\$31,568.00
Sewer Plant mechanical maintenance #6077241	\$7,000.00

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, Sussex County, that the recommendation of Newton's Qualified Purchasing Agent and Town Engineer are hereby accepted for the bid provided under Bid #6-2019 by Rapid Pump and Meter Service Company Inc., 285 Straight Street, Paterson, NJ 07509, in the amount not to exceed \$113,288.00 and the Town of Newton is hereby authorized to enter into a contract for services as per the specifications and services outlined in Bid #6-2019.

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, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON
RESOLUTION #171-2019

August 5, 2019

**“Authorize Cancellation of Taxes; Block 8.05, Lot 4
for Payment in Lieu of Taxes Agreement”**

WHEREAS, Newton Town Centre Urban Renewal Associates, L.P./RPM Development, LLC owns a certain property known as 50 Trinity Street shown on the Tax Map as Block 8.05, Lot 4; and

WHEREAS, a Financial Agreement/PILOT between The Town of Newton and Newton Town Centre Urban Renewal Associates, L.P./RPM Development, LLC was signed on December 16, 2016; and

WHEREAS, the PILOT states that no Land Taxes or other separate taxes on the land shall be levied, assessed or be subject to separate taxation during the term of the agreement upon substantial completion; and

WHEREAS, Newton Town Centre Urban Renewal Associates, L.P./RPM Development completed construction at 50 Trinity Street in 2018, so PILOT payments were to be made, starting the 1st quarter of 2019; and

WHEREAS, Newton Town Centre Urban Renewal Associates, L.P./RPM Development paid full 2019 1st and 2nd quarter taxes, and such tax payments were instead subject to the PILOT payment; and

WHEREAS, the 2019 1st and 2nd quarters taxes previously paid in the amount of \$4,427.13 by the owner are to be cancelled by the Tax Collector and credited towards the PILOT and the 3rd and 4th quarter taxes are to be cancelled;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Governing Body acknowledges the taxes for Block 8.05, Lot 4 also known as 50 Trinity Street be cancelled in the total amount of \$8,902.02 which includes \$4,427.13 being credited towards the PILOT; and

BE IT FURTHER RESOLVED, that the Tax Collector is hereby authorized to cancel said taxes in the total amount of \$8,902.02.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON
RESOLUTION #172-2019

August 5, 2019

“Authorize Cancellation of Taxes; Block 8.05, Lot 7 for Payment in Lieu of Taxes Agreement”

WHEREAS, Newton Town Centre Urban Renewal Associates, L.P./RPM Development, LLC owns a certain property known as 58 Trinity Street and shown on the Tax Map as Block 8.05, Lot 7; and

WHEREAS, a Financial Agreement/PILOT between The Town of Newton and Newton Town Centre Urban Renewal Associates, L.P./RPM Development, LLC was signed on December 16, 2016; and

WHEREAS, the PILOT states no Land Taxes or other separate taxes on the land shall be levied, assessed or be subject to separate taxation during the term of the agreement upon substantial completion; and

WHEREAS, Newton Town Centre Urban Renewal Associates, L.P./RPM Development completed construction at 58 Trinity Street in 2018, so PILOT payments were to be made, starting the 1st quarter of 2019; and

WHEREAS, Newton Town Centre Urban Renewal Associates, L.P./RPM Development paid the full 2019 1st and 2nd quarter taxes, and such tax payments were instead subject to the PILOT payment; and

WHEREAS, the 2019 1st and 2nd quarters taxes previously paid in the amount of \$6,027.88 by the owner are to be cancelled by the Tax Collector and credited towards the PILOT and the 3rd and 4th quarter taxes in the amount of \$6,092.93 are to be cancelled;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Governing Body acknowledges the taxes for Block 8.05, Lot 7 also known as 58 Trinity Street are to be cancelled in the total amount of \$12,120.81 which includes \$6,027.88 being credited towards the PILOT; and

BE IT FURTHER RESOLVED, that the Tax Collector is hereby authorized to cancel said taxes in the total amount of \$12,120.81.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #173-2019

August 5, 2019

"Authorize the Award of a Required Disclosure Contract for Fire & Safety Services, Ltd"

WHEREAS, the Town of Newton has a need to maintain fire apparatus and provide for required maintenance and repairs through Fire & Safety Services Ltd, 200 Ryan Street, South Plainfield, NJ 07080, 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, 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, for Fire & Safety Services Ltd., it is anticipated during the 2019 budget year services will exceed in the aggregate the Pay-to-Play threshold of \$17,500.00; and

WHEREAS, Fire & Safety Services Ltd., has completed and submitted a Business Entity Disclosure Certification and Political Disclosure Contribution form, which certifies that Fire & Safety Services Ltd. 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 Fire & Safety Services Ltd., from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer hereby certifies expected payments to Fire & Safety may be \$30,000, however, approximately \$15,400 has been charged or encumbered against the 2018 Current Budget, Vehicle Maintenance-Fire #1083370A and approximately \$6,255 has been charged or encumbered against the 2019 Current Budget, Vehicle Maintenance- Fire #1083370 so additional funds are hereby certified in the amount NOT TO EXCEED \$8,345.00 as follows:

2019 Current Budget – Vehicle Maintenance – 1083370	\$8,345.00
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NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with Fire & Safety Services Ltd, 200 Ryan Street, South Plainfield, NJ 07080, not to exceed \$30,000.00 for the 2019 calendar year; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification, Political Contribution Disclosure 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, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON
RESOLUTION #174-2019

August 5, 2019

“Authorizing Acquisition of Mobile Camera and Accessories through New Jersey State Contract Purchasing and Property to SF Mobile Vision Contract T0106 - 17FLEET00731”

WHEREAS, a need exists for the acquisition of mobile cameras and accessories for the daily operations of the Town of Newton Police Department, through SF Mobile Vision; and

WHEREAS, the Town of Newton may, without advertising for bids, purchase such materials through the New Jersey State Purchase and Property State Contract T0106/17FLEET00731 pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.29 et. Seq., and

WHEREAS, under the New Jersey State Contract award, the Vendors contained therein may participate in said purchases under state contract as approved by the Qualified Purchasing Agent; and

WHEREAS, the Chief of Police has obtained a cost quotation under New Jersey State Contract T0106/17FLEET00731, in the amount of \$39,000.00; and

WHEREAS, the Chief Financial Officer hereby certifies funds are available from:

2019 Current Budget – Capital Improvement Fund – Police
Equipment/Radio/Various #1095339 - \$39,000.00

NOW, THEREFORE BE IT RESOLVED, by the Newton Town Council that it authorizes, without bidding pursuant to N.J.S.A. 40A: 11-10, State Contract T0106/17FLEET00731 and the vendors approved therein for the supply of mobile cameras and accessories for the daily operations of the Town of Newton Police Department as approved by the Qualified Purchasing Agent in accord with the New Jersey Local Publics Contract Law, N.J.S.A.40A:11-1 et. Seq.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



Mobile-Vision

QUOTE

400 Commons Way, Rockaway, NJ 07866
T. 973-453-8562 F. 973-257-3024

Number 207860549

Date July 17, 2019

Sold To

Newton Police Department

Mark Zappa
39 Trinity Street
Newton, NJ 07860

Phone 973-383-2525

Fax 973- 38-3-0090

Ship To

Newton Police Department

Mark Zappa
39 Trinity Street
Newton, NJ 07860

Phone 973-383-2525

Fax 973- 38-3-0090

Salesperson	P.O. Number	Ship Via	Terms
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Matthew Tani

UPS

Line	Qty	SKU	Description	Unit Price	Ext.Price	Comments
1	6	FBHKSA32ZSN1K2	FlashbackHD Syst, 32GBSD, OZ Cam, VLX, Std-Mon, Blk-thru-hole-wifi/Wifi/GPS Ant, Center Console/OH	\$4,046.25	\$24,277.50	
2	6	IRCAM5	Camera kit, rear seat IR with 14 ft extension cable. No integrated microphone	\$221.25	\$1,327.50	
3	6	CBS-KA	Back up battery and crash sensor kit assembly for use with Flashback DVRs.	\$187.50	\$1,125.00	
4	6	/INSTALLATION	Sales - Installation FB New	\$525.00	\$3,150.00	Install by NE Comm.
5	1	BWCS3AG2	BWX-100 complete camera system. Includes camera, docking station, power supply, alligator clip, magnetic clip, USB charging cable, and 1 year warranty on ALL Camera system components including Batteries.	\$600.00	\$600.00	

NJ State Contract T0106 17FLEET00731

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

SubTotal	30,480.00
Tax	TBD
S&H	0.00
Total	30,480.00

Safe Fleet Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.



Mobile-Vision

400 Commons Way, Rockaway, NJ 07866
T. 973-453-8562 F. 973-257-3024

QUOTE

Number 210772257

Date July 17, 2019

Sold To

Newton Police Department

Mark Zappa
39 Trinity Street
Newton, NJ 07860

Phone 973-383-2525

Fax 973- 38-3-0090

Ship To

Newton Police Department

Mark Zappa
39 Trinity Street
Newton, NJ 07860

Phone 973-383-2525

Fax 973- 38-3-0090

Salesperson	P.O. Number	Ship Via	Terms
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Matthew Tani

UPS

Line	Qty	SKU	Description	Unit Price	Ext.Price	Comments
1	1	MVD-TRAN-RPS	Remote professional services	\$900.00	\$900.00	
2	1	RIM6KN-1YEW	Rimage 6000N (Catalyst) 2 Blu Ray, with Everest Encore Printer (Windows 10). Includes a starter kit with 25 Blu-Ray discs, CMY ribbon and Retransfer ribbon. Includes 1 year Rapid exchange warranty.	\$7,380.00	\$7,380.00	
3	1	LSCMPD2540KIT	Rimage 8300N / 6000N / 5410N Accessory Kit, contains DVD and Blu-Ray media, patch cable, ribbons, and Blu-Ray Reader.	\$240.00	\$240.00	

NJ State Contract T0106 17Fleet00731

ESA Approval by RM 7/17/19

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

Safe Fleet Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

SubTotal	8,520.00
Tax	TBD
S&H	0.00
Total	8,520.00

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.



TOWN OF NEWTON
RESOLUTION #175-2019

August 5, 2019

**“Refund of Redemption Monies to Outside
Lien Holder for Block 15.02, Lot 15, also
Known as 16 Hampton Street”**

WHEREAS, at the Municipal Tax Sale held on October 24, 2018 a lien was sold on Block 15.02, Lot 15, also known as 16 Hampton Street, for 2017 delinquent utilities; and

WHEREAS, this lien, known as Tax Sale Certificate #2018-008 was sold to John-Paul Couce for a 17% redemption fee; and

WHEREAS, Stern, Lavinthal & Frankenberg, LLC on behalf of the owners, Guy and Paula Fragola, has effected the redemption of Certificate #2018-008 in the amount of \$1,424.20;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges John-Paul Couce is entitled to a redemption in the amount of \$1,424.20; and

BE IT FURTHER RESOLVED, that the Town Council of the Town of Newton confirms and acknowledges the Tax Collector shall issue a check, in the amount of \$1,424.20 for the redemption for Certificate #2018-008 to John-Paul Couce, 26 Linmor Avenue, Newton, NJ 07860.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #176-2019

August 5, 2019

“Resolution Approving Retirement of Dawn L. Babcock”

WHEREAS, Dawn L. Babcock (“Ms. Babcock”), current Chief Financial Officer and Finance Director for the Town of Newton, enrolled in the New Jersey Pension System on February 1, 1982; and

WHEREAS, Ms. Babcock has been employed by the Town of Newton since November 1, 2006; and

WHEREAS, Ms. Babcock has accumulated over 36 years of total pension service credit with the State of New Jersey and as of November 1, 2019, will have accrued 13 years of service with the Town of Newton; and

WHEREAS, at the time Ms. Babcock was hired by the Town, she was subject to Chapter 88 P.L. provisions, which did not require 15 years of service with the Town to be eligible for retirement benefits; and

WHEREAS, after Ms. Babcock’s hire, the Town, via Resolution 188-2007, restated the State Health Benefits Plan but added a new requirement that Newton employees acquire 15 years with the Town of Newton in order to be eligible for retirement benefits; and

WHEREAS, Ms. Babcock was hired by the Town prior to the requirement of 15 years of employment with the Town to be eligible for full retirement benefits, so such 15 year requirement does not apply to her;

NOW, THEREFORE BE IT RESOLVED, the Town Council hereby declares Ms. Babcock is now eligible for full retirement benefits from the Town of Newton due to her service with the Town and State that meets all pertinent eligibility requirements.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #177-2019

August 5, 2019

“Affirm the Issuance of a \$2,150,000 Bond Anticipation Note”

WHEREAS, when Bond Ordinances are adopted by the Town Council of the Town of Newton, the Chief Financial Officer is authorized to issue Bond Anticipation Notes (BAN's) to provide temporary financing for the Town; and

WHEREAS, the Town of Newton needed to finance the debt authorized by Ordinances #2017-9 adopted May 8, 2017 and #2018-6 adopted March 12, 2018 and #2019-3 adopted May 13, 2019; and

WHEREAS, the Town received two quotations ranging from 1.6449% to 1.7908% Net Interest Cost (NIC) as listed on the attached Note Sale Bid Results; and

WHEREAS, the Chief Financial Officer with advice of Phoenix Advisors, financial advisors and McManimon, Scotland and Baumann, bond counsel for the Town of Newton, accepted the quotation of Jefferies LLC for a Bond Anticipation Note totaling \$2,150,000 at an interest rate of 2.00% which will require a 2020 interest payment of \$42,880.56; and

WHEREAS, the appropriate Town Officials have executed said Note in the amount of \$2,150,000 with an interest rate of 2.00% (NIC 1.6449%) dated July 24, 2019 and maturing July 23, 2020; and

WHEREAS, to comply with N.J.S.A. 40A:2-28 of the Local Bond Law, which requires the Chief Financial Officer report certain information in writing to the Mayor and Council at the next Town Council meeting, herewith attached is the Certificate of Determination and Award.

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it does hereby affirm the issuance of a \$2,150,000.00 Bond Anticipation Note issued July 24, 2019 and maturing July 23, 2020 bearing an interest rate of 2.00% by the Chief Financial Officer and the execution of said note by the appropriate Town Officials.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



Town of Newton

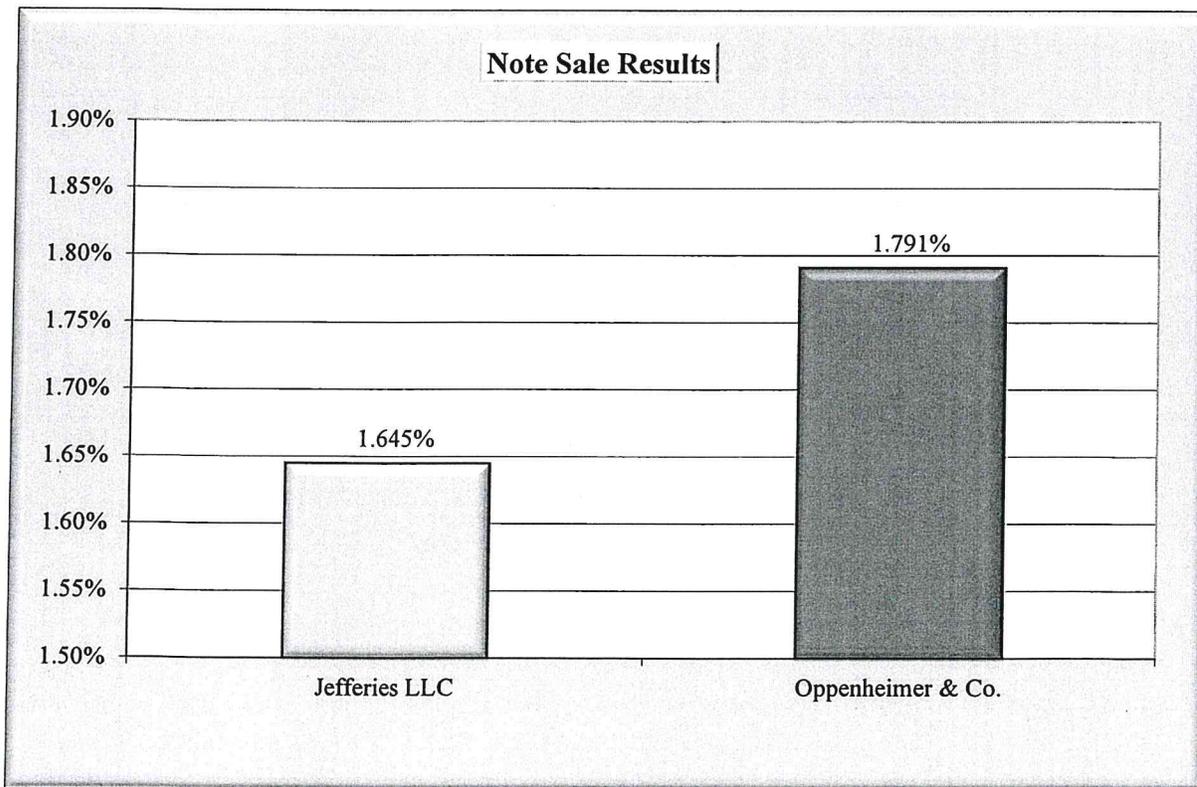
\$2,150,000 Bond Anticipation Notes, Series 2019

Bid Date: July 16, 2019
Dated & Delivery Date: July 24, 2019
To Mature: July 23, 2020

Rating: Non-Rated
Tax Status: Bank Qualified

Note Sale Bid Results

Bidder	Coupon	Premium	NIC	NIC in Dollars	Rank
Jefferies LLC	2.00%	\$7,613.00	1.6449%	\$35,267.56	1
Oppenheimer & Co.	2.00%	\$4,485.00	1.7908%	\$38,395.56	2



CERTIFICATE OF DETERMINATION AND AWARD

I, Dawn L. Babcock, Chief Financial Officer of the Town of Newton, in the County of Sussex, New Jersey (hereinafter referred to as the "Town"), HEREBY CERTIFY as follows:

1. I hereby determine to issue \$2,150,000 Bond Anticipation Note (the "Note") hereinafter described by virtue of the authority conferred upon me by the bond ordinances of the Town referred to in the attached chart by reference to number, date of adoption and amount of bonds or notes authorized, such Note to be issued in the amounts indicated in the chart.

<u>TOTAL</u> <u>PRINCIPAL</u> <u>AMOUNT:</u>		<u>NUMBERS</u>	<u>DENOMINATIONS</u>
	\$2,150,000	2019-1	\$2,150,000
<u>DATE:</u>	7/24/2019		
<u>MATURITY:</u>	7/23/2020		
<u>INTEREST</u> <u>RATE PER</u> <u>ANNUM:</u>	2.00%		
<u>PLACE OF</u> <u>PAYMENT:</u>	The offices of the Chief Financial Officer of the Town		

2. Pursuant to the authority so conferred upon me, I have awarded and sold the Note to Jefferies LLC at the price of \$2,157,613.00, plus an amount equal to the interest on the Note accrued to the date of payment of the purchase price.

3. No bonds of the Town have heretofore been issued pursuant to the bond ordinances referred to in Section 1 hereof.

4. The date of the first note or other obligation issued in anticipation of the issuance of the bonds that the Note are issued in anticipation of, whether or not now outstanding, for each bond ordinance, is as stated in the attached chart.

5. No grants have been received, no paydowns have been made and no cancellations have been enacted that would reduce the debt authorization below the amount of notes outstanding under the bond ordinances described in the attached chart.

6. No notes or other obligation in anticipation of the issuance of bonds have heretofore been issued pursuant to the bond ordinances referred to in the attached chart and now remain outstanding and unpaid.

IN WITNESS WHEREOF, I have hereunto set my hand as of July 24, 2019.



Dawn L. Babcock, Chief Financial Officer

TOWN OF NEWTON, IN THE
COUNTY OF SUSSEX, NEW JERSEY

\$2,150,000 BOND ANTICIPATION NOTE

DATED DATE: JULY 24, 2019

MATURITY DATE: JULY 23, 2020

BOND ORDINANCE NUMBER	DESCRIPTION OF IMPROVEMENT, DATE OF ADOPTION AND PERIOD OF USEFULNESS OF BOND ORDINANCE	ORIGINAL BOND AUTHORIZATION	HISTORY OF NOTES TO BE REFUNDED/DATE OF FIRST ISSUE	2019 BUDGETED PAYDOWN	AMOUNT PAID FROM FUNDS ON HAND	UNSPENT PROCEEDS	NEW MONEY	CONSTRUCTION	AMOUNT REIMBURSED TO GENERAL FUND/ DATE OF FIRST EXPENDITURE	AMOUNT TO BE ISSUED
2008-26	Acquisition of Newton Armory, finally adopted 11/10/2008 (40 years)	\$476,000	N/A	N/A	N/A	N/A	\$20,000	\$0	\$0	\$20,000
2017-9	Various capital improvements, finally adopted 5/8/2017 (29.75 years)	\$1,334,000	\$1,260,000 of \$1,925,000 Bond Anticipation Note, dated 7/26/2018 and maturing 7/25/2019, with the date of first issue being 7/26/2018 as to the \$1,260,000 originally issued and with \$198,750 being paid down on the date hereof pursuant to a current budget appropriation and funds on hand.	\$196,503	\$2,247	\$83,345	\$0	N/A	N/A	\$1,061,250
2018-6	Supplemental appropriation for construction of new firehouse #2, finally adopted 3/12/2018 (40 years)	\$665,000	\$665,000 of \$1,925,000 Bond Anticipation Note, dated 7/26/2018 and maturing 7/25/2019, with the date of first issue being 7/26/2018 as to the \$665,000 originally issued.	\$0	\$0	\$449,090	\$0	N/A	N/A	\$665,000
2019-3	Various capital improvements, finally adopted 5/13/2019 (15.58 years)	\$403,750	N/A	N/A	N/A	N/A	\$403,750	\$350,000	\$0	\$403,750
TOTALS:				<u>\$196,503</u>	<u>\$2,247</u>	<u>\$532,435</u>	<u>\$423,750</u>	<u>\$350,000</u>	<u>\$0</u>	<u>\$2,150,000</u>

Unspent Proceeds – Applies to refunding notes only. The proceeds from the original new money note sale that are still sitting in an account left unspent, as of the date of the refunding note sale. Generally, you have 3 years to spend those new money note proceeds, and thereafter have to yield restrict any investment of those unspent proceeds.

Construction Proceeds – Applies to new money only. The amount from the sale of the note that will be used for construction projects, including ALL soft costs in connection with construction. In short, anything that is not an acquisition project is construction. There is a construction exception for rebate, which is why we ask for this information.

Reimbursement – Only include in this column amounts used to reimburse expenditures not funded by bond or note proceeds (i.e., payments made from the general fund). This does not include amounts interfunded from bond or note accounts (i.e., Capital Fund) to another. It only means amounts expended from an account funded from the budget through taxes that were used on a project before issuing bonds or notes.



TOWN OF NEWTON

RESOLUTION #178-2019

August 5, 2019

“Authorize the Award of a Contract for Topology NJ, LLC as Conflict Planner for the Redevelopment of Block 10.01, Lot 4”

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 Redevelopment Plan for Block 10.01, Lot 4; and

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

WHEREAS, Phil Abramson of Topology NJ, LLC., has submitted a proposal outlining the services to be provided and a rate schedule, which the Town Council deems fair and equitable for said professional services, which is attached to and made part of this resolution; and

WHEREAS, Topology NJ, LLC., in the aggregate is expected to exceed the pay to play threshold of \$17,500.00; and

WHEREAS, the Chief Financial Officer hereby certifies funds are available from:

General Capital Ord#2018-17 Preliminary Planning/Redevelopment account #3091817 in an amount not to exceed \$17,500.00.

“The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the Town of Newton is not obligated to spend that amount.”

WHEREAS, Topology NJ, LLC., has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies Topology NJ, LLC., 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 them from making any reportable contributions through the term of the contract;

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 Topology NJ, LLC., providing for the retention Topology NJ, LLC., as conflict Planner for the Redevelopment for Block 10.01, Lot 4.

Phil Abramson
Topology NJ, LLC.

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, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



UNLOCKING POTENTIAL
IN PLACES YOU LOVE
60 Union Street, #1N
Newark, NJ 07105

July 26, 2019

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

RE: REDEVELOPMENT PLAN, BLOCK 10.01, LOT 4

Dear Mr. Russo:

We are pleased to submit this proposal for professional planning services in connection with the redevelopment of Block 10.01, Lot 4.

Scope of Services

The scope of work outlined below is based on our understanding of the client's needs, best practices, and the Local Redevelopment and Housing Law statutory requirements. The ultimate objective of this scope is to complete a redevelopment plan for the conversion of Block 10.01, Lot 4 into a mixed-use development incorporating residential and retail uses. It is Topology's understanding that the property in question has already been designated as an "Area in Need of Redevelopment."

Redevelopment planning often involves an integration of land use planning, urban design, financial analysis, legal consideration, consensus building and other related tasks. Topology has developed a pragmatic approach to maximize efficiency and to empower clients. Planning services performed in connection with the creation of a redevelopment plan may likely include the following:

Planning Analysis + Document Preparation

1. Analyze redevelopment capacity of the site and assess the feasibility of submitted redevelopment proposals.
2. Collaborate with potential developers to optimize site layout in alignment with the Town's objectives.
3. Prepare a Redevelopment Plan that complies with standards contained in N.J.S.A. 40A:12A-1 et. seq. and incorporates land use, architectural, urban design and bulk standards to govern development in the redevelopment area.

Project Management

1. Produce project schedules and roles and responsibilities for redevelopment projects. Monitor and facilitate progress of redevelopment process to ensure tasks are completed within the agreed upon timeframe.
2. Create submission checklists or similar standardized administrative documents associated with submission of redevelopment proposals.
3. Coordinate discussions between members of the Town's redevelopment team as well as between Town staff and redevelopers as needed.
4. To the extent necessary, provide technical services to support redevelopment counsel's negotiation of redevelopment and/or financial agreements with redeveloper entities.

Meetings, Testimony + Presentations

1. Participate in meetings with local stakeholders and/or elected officials to discuss project assignments, identify key concerns and present Topology's findings.
2. Participate in meetings with third party redevelopment teams to assess and negotiate various aspects of redevelopment proposals.
3. Organize neighborhood and public meetings with residents and the public to gather community input and create public outreach materials in connection with those meetings.
4. Provide expert testimony before the Town Council or Planning Board.

While some of the tasks listed above will only be performed upon the express request of the Borough, at a minimum the scope will yield the following deliverables:

Deliverables:

1. Fully formatted redevelopment plan.
2. Presentation of interim findings throughout the process.
3. Participation in the regulatory process.

Fees + Payment Terms

We anticipate that it will take two (2) months to complete the scope of work but also recognize the difficulty obtaining data, scheduling meetings or other unforeseeable circumstance could delay completion. However, we recognize the eagerness of the Township to move the process along in a timely fashion and will aim to meet the projected milestone dates.

All work will be invoiced on an hourly basis. This shall include participation in negotiations, extensive record searches, public and/or stakeholders meeting in addition to those noted above. Topology will undertake all hourly work described based on the following fee schedule:

Principal	\$220/hr
Project Director	\$185/hr
Project Manager	\$175/hr
Associate	\$100/hr

Topology will bill at the end of each month for the work completed in the previous month. Payment is expected within thirty (30) days of receipt of invoice.

The hourly rate specifically excluded costs that would be billed as reimbursable including but not limited to:

- Costs associated with materials for public engagement sessions
- Procurement of data from third party vendors
- Printing and production of deliverables
- Courier or express mail
- Reasonable travel and mileage costs, including travel time

Outside Consultants will issue invoices monthly for services provided over the course of the previous month. Payment is due within thirty (30) days from receipt of Consultant's invoice.

TERMS OF AGREEMENT

This proposal is valid ninety (90) days from the date of issuance. This agreement is effective as of the date of execution and will terminate no

later than June 2020. Any work requested to be performed under this contract after such date will be billed at prevailing rates.

LEGAL TERMS + CONDITIONS

Topology has structured this Proposal as an Agreement for Services and by executing this Agreement, the parties are bound by the following terms and conditions:

Exclusive Agreement

This is the entire Agreement between Consultant and Client.

Client and Consultant recognize that (a) Consultant's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to Consultant when this Agreement was made; (b) Client may desire a mid-stream project change to Consultant's services that would add time and cost to the Project; or, (c) other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances. If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary matters. Such agreement shall be put in writing, signed by both parties and added to this Agreement.

Invoice + Payment

Topology will invoice by email monthly by the 15th of the month following the month during which fees and expense were incurred.

Late Payments by Client shall be subject to late payment penalty fees of 1% per month from the due date until the amount is paid.

Consultant shall be paid at our standard hourly rates, as additional services, for time spent as a consultant or witness regarding concerns associated with this Agreement, including all time spent in assembling documentation, preparation for serving as a witness, or the like, in any litigation not arising from our own negligence or misconduct.

Ownership + Use of Work

Consultant owns or holds a license to use and sublicense various materials in existence before the start dates of this Agreement (Consultant's

Materials), Consultant, may, at its option, include Consultant Materials in the work performed under this Agreement. Consultant retains the right, title, and interest, including copyrights, patent rights, and trade secret rights in Consultant Materials. Consultant grants to Client royalty-free non-exclusive license to use Consultant Materials and anything created or developed by Consultant, under this Agreement. The license shall have a perpetual term and may not be transferred by Client.

Client Obligations

Client shall make available to Consultant, at Client's expense, all materials, information, agreement, and documents that may be critical to the furtherance of the services to be performed under this Agreement. Consultant agrees to use professional discretion and confidentiality in the use of said material.

Independent Contractor Status

Consultant is an independent contractor, not Client's employee. Consultant's employees or sub-contractors are not Client's employees. Consultant and Client agree to the following rights consistent with an independent contractor relationship.

Consultant has the right to perform services for others during the term of this Agreement.

Consultant has the sole right to control and direct the means, manner, and method by which the services required by the Agreement will be performed.

Consultant has the right to hire assistants as subcontractors, or to use employees to provide services required by this Agreement. The Consultant or Consultant's employees or subcontractors shall perform the services requirement by this Agreement. Client shall not hire, supervise or pay any assistants to help Consultant.

Neither Consultant nor Consultant's employees or subcontractors shall receive any training from Client in the skills necessary to perform the services required by this Agreement.

Client shall not require Consultant or Consultant's employees or subcontractors to devote full time to performing the services required by this Agreement.

Neither Consultant nor Consultant's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit of Client.

Liability + Indemnification

Consultant is rendering only those consulting and advisory services that the Client requests, as generally described in this Agreement, and because said services may be implemented by the Client in part or in full, and because Consultant is not being paid based on how valuable our overall consulting services and advice may be to the Client, Client agrees that:

Under this Letter Agreement, Consultant shall not be liable in any way for any act or failure to act, unless it is established that our act or omission constitutes willful misconduct or gross negligence.

If there is any claim or suit against Consultant for any act or omission in carrying out this Agreement, Client will indemnify Consultant and hold Consultant and its affiliates and each of its managers, members, employees, and agents harmless with respect to all costs, liabilities, or expenses arising from such a claim or suit, unless it is established that such act or omission constitutes willful misconduct or gross negligence. This indemnification will include but will not be limited to reasonable legal fees incurred by Consultant should it be necessary to defend themselves against such a claim or suit.

Consultant's liability hereunder shall, in any event, be limited to the total fees paid to Consultant by Client for consulting services rendered; and shall not include any consequential damages or contingent liabilities.

d. Nothing in this Agreement shall be deemed to require, or authorize, or permit Consultant to perform any act that would constitute professional design or engineering services, testing, geotechnical or environmental assessments, or the licensed, or certified, practice of architecture, engineering, public accounting, law, construction or general contracting services, or other services requiring professional licensure or certification. The recommendations, advice, budgetary information and scheduling to be furnished by Consultant under this Agreement shall not be deemed to be representations, warranties, guarantees or constitute the performance of Licensed professional services.

Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows: (1) When delivered personally to the recipient's address as stated on this Agreement; (2) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; (3) When sent by facsimile (fax) or e-mail to the last fax number or e-mail address of the recipient known to the person giving notice. Notice is effective upon receipt, provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt. All notices, submissions, requests or other communications must be in writing and shall be addressed as follows:

Consultant:
Attention: Phil Abramson
Topology NJ, LLC
60 Union Street # 1N Newark, NJ 07105
T: 973-370-3000
E: Phil@topology.is

Client:
Town of Newton
Attention: Thomas Russo Jr., Town Manager
39 Trinity Street, Newton, NJ 07860
T: 973-383-3521, ext. 224
E: trusso@newtontownhall.com

Assignment + Delegation

These arrangements are binding on and benefit each party and each party's successors and permitted assigns, which shall be authorized in writing. This Agreement constitutes the totality of the arrangements between the parties, unless the parties agree in writing hereafter to any amendments.

Termination

Either party may terminate this Agreement at any time by giving the other party notice, in writing. In the event of the termination of this Agreement, Consultant will be paid all outstanding amounts previously billed and due in accordance with this Agreement plus the time, materials and expenses incurred up to the effective date of termination. At the point of

termination, and provided Client pays for Consultant's time to collect the materials, Consultant will provide Client with documents and materials prepared for Client during the time Consultant provided services under this Agreement. Consultant may suspend the provision of services for non-payment of fees and expenses pursuant to this Agreement, until payment is brought current. The Client shall indemnify and hold Consultant harmless from any claim or liability resulting from such suspension. Topology holds itself and its clients to a high ethical standard and as such this contract may be cancelled immediately upon any request or insinuation for services which may in any way be construed as illegal in relation to the performance of the contract.

Applicable Law

Parties shall comply with all applicable laws, ordinances, and codes of the Federal Government, the State of New Jersey and any other applicable governmental entity having jurisdiction. If either party has violated or failed to comply with any of these applicable laws, ordinances and codes with respect to the performance of the services of this Agreement, the other party may withhold payments or discontinue services as may be the case and take such other action that it deems appropriate under the circumstances until compliance of remedial action has been accomplished by the other party to its satisfaction. In addition, either party shall also be responsible for, and pay the other for, any costs that a party may incur because of the failure to comply with the requirements of this paragraph.

Certification

Both parties warrant that the individual signing below has the authority to sign this Agreement and bind the Parties to the terms of this Agreement.

Approval of Agreement by and between the Parties

Philip Abramson
Principal
Topology NJ LLC
DATE

Thomas Russo, Jr.
Town Manager
Town of Newton
DATE



TOWN OF NEWTON

RESOLUTION #179-2019

August 5, 2019

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

WHEREAS, SESI Consulting Engineers (SESI), of Pine Brook, New Jersey was awarded a contract through a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 for engineering services for the Newton Pool by the adoption of Resolution #100-2019 on March 25, 2019 for a contract amount not to exceed \$9,000.00; and

WHEREAS, an additional SESI invoice in the amount of \$1,306.25 for correspondence and meeting costs has been encumbered against Current CIF – Geotechnical Pool Study \$1,000.00 and \$306.25 against Capital – reappropriate for Pool #3091813; and

WHEREAS, after several discussions with the Town Council, Town Manager, the Project Engineer and SESI, an additional \$13,000.00 of work by SESI is required to further evaluate the pool; and

WHEREAS, SESI's total cost for services will not exceed \$23,306.25; and

WHEREAS, the Chief Financial Officer hereby certifies the additional \$13,000.00 funds required are available in:

2018 Appropriation Reserve Current Budget – Swimming Pool, Other Expenses #1090232A \$13,000.00.

(Note: PO#53919 encumbered 12/19/18 to All State Technology for pool plaster repair estimated at \$13,000.00 is being cancelled, since the engineering study to SESI is necessary to determine the viability of pool plaster repairs).

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, for an additional \$13,000.00.

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, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk

SESI

CONSULTING
ENGINEERS

Geotechnical
Foundations
Land Planning
Geo-Structural
Environmental
Water Resources

July 30, 2019 via email: trusso@newtontownhall.com

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

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

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



Michael St. Pierre, P.E.
Principal

Encl: Professional Services Agreement dated July 30, 2019

N:\PROJECTS\10665A - Newton, NJ\PSA\10665A.mf.Geolnv.Revised.docx

12A Maple Avenue • Pine Brook, NJ 07058 • Phone: (973) 808-9050 • Fax: (973) 808-9099 • www.sesi.org



**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.: 10665A

July 30, 2019

**PROFESSIONAL SERVICES AGREEMENT
FOR
GEOTECHNICAL ENGINEERING SERVICES**

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

Project No.: 10665A

July 30, 2019

SCOPE OF SERVICES

SESI understands the required Scope of Services for this project will involve performing a concrete investigation, a laboratory testing program, and preparation of a data report in reference to the existing Newton Pool.

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

Phase 1 – Concrete Core Sampling & Laboratory Testing

SESI will spend one (1) day with a subcontracted concrete coring company to obtain concrete core samples of the existing pool located at Straway Boulevard in Newton, NJ. SESI will obtain a total of four (4) concrete cores at locations determined by others. SESI will have the concrete cores delivered to a certified laboratory for a concrete testing program. A Petrographic Analysis (ASTM C856), a Resistance to Chloride Penetration test (ASTM C1202), and a Sulfate Analysis (ASTM C114) will be performed on one of the cores, while Compressive Strength Tests (ASTM C39/42) will be performed on the remaining three cores. The determination of which tests shall be performed on each core will be selected by others. At the completion of the laboratory testing program, the laboratory will submit an electronic report. SESI will coordinate the laboratory testing program, review the results, and will prepare a data report with our findings and the laboratory testing results. This data report will include the following:

- a. A summary of the work performed;
- b. Observations regarding the plaster coatings, structural concrete, and rebar;
- c. A summary of laboratory tests performed and the results; and
- d. A concrete core location plan

After SESI issues our data report, we have allotted time for one conference calls to discuss our findings. We have not included time for additional conference calls or attendance at meetings, and if required, will be billed as an out of scope service.

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	Concrete Core Sampling & Testing	\$13,000 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 coring will be sufficient to complete the above Phase 1 scope of work. We have estimated the number cores that can be performed during the allotted time; however, depending on the conditions encountered and any access/additional challenges, the number of cores may be increased or decreased at our sole discretion. Core locations will be selected by others.
- (2) During the course of the investigation the pool surface will be disturbed. Core holes will be patched with non-shrink grout. No further restoration of the pool surface is included in this Agreement.
- (3) A GPR contractor, provided by others, will provide core locations clear of rebar prior to our arrival on site. Coordination and oversight of the GPR operations will be performed by others.
- (4) This Agreement assumes our coring subcontractor will have access to all coring locations and that the existing pool will be completely drained and free of water.
- (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 investigation work with our subcontractor and representatives of Suburban Consulting Engineers, Inc. and the Township of Newton.
- (7) This Agreement assumes a water source will be readily available and a 100V, 30-amp single phase power source will be available.
- (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:

- Retaining Wall Design
- Construction Observation and Testing Services
- Forensic Investigations

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


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.: 10665A

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

AUTHORIZED BY:

ACCEPTED BY:

* _____
(Printed or Typed Name)

* _____
(Printed or Typed Name)

* _____
(Title/Date)

* _____
(Title/Date)

* _____
(Signature)

* _____
(Signature)

Authorized by CLIENT as Indicated Above

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 August 21, 2019.



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.



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



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.



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.



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.



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):
Telephone #:

Elisa Pereira
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 #: _____ * 10665A

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 #180-2019

August 5, 2019

“Authorize the Award of a Professional Services Agreement for Additional Engineering Services by Suburban Consulting Engineers, Inc., for the Newton Pool Evaluation”

WHEREAS, Suburban Consulting Engineers, Inc., (“Suburban”) was awarded a contract through a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 for engineering services for the Newton Pool by the adoption of Resolution #73-2019 on February 25, 2019 for a contract amount not to exceed \$20,000; and

WHEREAS, after several discussions with the Town Council, Town Manager, the Project Engineer and Suburban, additional work by Suburban is required to further evaluate the pool; and

WHEREAS, Suburban's contract will increase an additional \$6,800.00 to an amount not to exceed \$26,800; and

WHEREAS, the Chief Financial Officer hereby certifies, funds not to exceed \$26,800.00 are available in:

General Capital Ord #2018-13 reappropriate for Pool #3091813 \$6,800.00

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton authorizes the Town Manager to enter into an agreement with Suburban Consulting Engineers, Inc., for additional engineering services for the Newton Pool evaluation, for an additional \$6,800.00.

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, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



August 1, 2019
Revised Contract Amendment

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

Town of Newton
39 Trinity Street
Newton, New Jersey 07860

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

Re.: Town of Newton, County of Sussex, State of New Jersey
Professional Engineering Services
Memory Park – Community Pool Assessment
South Park Drive
Block 9.03, Lot 22
Our File No.: Proposal SCE-P10684.011 - Contract Amendment #1 Revision B

Dear Mr. Russo:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following contract amendment to the Town of Newton (Town) for Professional Engineering Services for the Community Pool Assessment for the pool located at Memory Park in the Town of Newton, County of Sussex, New Jersey. This contract amendment will address the additional scope of work required to perform and assess concrete core samples to be taken within the floor and walls of the community pool. This analysis will supplement our previous findings and will be included as part of our final assessment report.

Please note that SCE's proposal is independent of the services of *SESI Consulting Engineers* who will provide the concrete coring and associated laboratory analysis.

Scope of Services

Concrete Coring of Pool and Structural Assessment

- SCE coordination with subconsultant (Foresight Locating, LLC) to perform Ground Penetrating Rebar (GPR) scan of pool, in attempt to establish rebar spacing patterns. A standard report and identification layout will then be used in support of concrete core sample locations to be performed by others.
- Project coordination by SCE and inspection of concrete coring sampling efforts by others, to be consistent with GPR findings (1 day).



- Structural assessment of data report and associated updates to SCE's final assessment report. These updates will be included as part of SCE's final report presentation to the Town Council.

Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees:

- GPR survey findings and site coordination \$ 1,725
 - Structural assessment of concrete analysis and report updates w/ consultant \$ 5,075
- TOTAL LUMP SUM FEE \$ 6,800**

Project Schedule

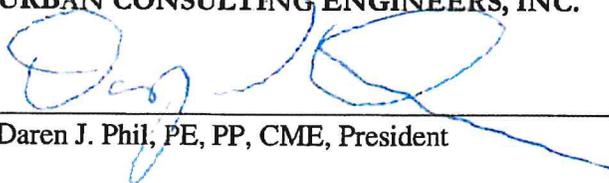
SCE is prepared to commence services immediately upon authorization to proceed and receipt of signed proposal.

General Conditions of Service

All additional services will be provided in accordance with our prevailing contract and terms and conditions set forth in the Original Agreement and Original General Conditions of Service between SCE and the Town of Newton for this project.

If this contract amendment meets with your approval, please sign below and return one (1) copy to my office. We shall consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please note that all terms, conditions, billing schedule and fee structures will remain in accordance with our current contract to date. If you have any questions regarding this contract amendment, please do not hesitate to contact our office.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

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

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name and Title)



TOWN OF NEWTON

RESOLUTION #181-2019

August 5, 2019

“Authorize the Award of a Required Disclosure Contract for JK HVAC Services LLC.”

WHEREAS, the Town of Newton has a need to procure HVAC maintenance and repair services for its facilities for the Town of Newton through JK HVAC Services LLC, 14 Jones Lane, Hardwick, NJ 07825, as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Sean Canning, Q.P.A., of the Canning Group, LLC has determined and certified in writing that the value of the acquisition will exceed \$17,500.00; and

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

WHEREAS, JK HVAC Services LLC, is anticipated during the 2019 budget year to provide services, which will exceed in the aggregate the pay to play threshold of \$17,500.00; and

WHEREAS JK HVAC Services LLC, has completed and submitted a Business Entity Disclosure Certification and Political Disclosure Contribution form, which certifies that JK HVAC Services LLC 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 JK HVAC Services LLC, from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer hereby certifies expected payments to JK HVAC Services LLC may be \$33,000.00; however, approximately \$29,000 has been charged or encumbered or expected to be encumbered, so additional funds are hereby certified in the amount not to exceed \$4,000.00 as follows:

2018 Water Sewer Utility Budget – Other Expenses or CIF	\$2,000.00
2019 Current – Bldg & Grnds, OE Repairs #1061255	\$2,000.00

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with JK HVAC Services LLC, 14 Janes Lane, Hardwick, NJ 07825, not to exceed \$33,000.00 for the 2019 budget year; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification, Political Contribution Disclosure and the Determination of Value be placed on file with the Municipal Clerk.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON
RESOLUTION #182-2019

August 5, 2019

"Award Bid for Proposed Construction of ADA Ramps on Plainfield Avenue Project"

WHEREAS, the Town of Newton publicly accepted and opened bids for the Proposed Construction of ADA Ramps on Plainfield Avenue Project on Wednesday, July 31, 2019 at 11:00 a.m. as follows:

<u>Name and Address of Bidder</u>	<u>Base Bid</u>
Tony's Concrete Construction Co., Inc. 316 E. Kinney Street Newark, NJ 07105	\$19,765.00
Diamond Construction 35 Beaverson Blvd. Suite 12C Brick, NJ 08723	\$24,208.00

WHEREAS, based on review of the bid documents, the Town Engineer, Harold E. Pellow of Harold E. Pellow & Associates, Inc., recommends awarding Proposed Construction of ADA Ramps on Plainfield Avenue Project in his letter of recommendation dated July 31, 2019, to Tony's Concrete Construction Co., Inc., in the amount of \$19,765.00; and

WHEREAS, the Chief Financial Officer, has certified funds are available as follows:
Capital Fund –Ord. #2019-3 Road Improvements – Plainfield Ave. a/c #30919031

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the contract for the Proposed Construction of ADA Ramps on Plainfield Avenue Project here is awarded to Tony's Concrete Construction Co., Inc., Newark, NJ in the amount of \$19,765.00. A copy of this resolution and the proposed Contract is to be forwarded to Tony's Concrete Construction Co., Inc., for execution.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 5, 2019.

Teresa A. Oswin, RMC
Deputy 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.
(5/25/84 - 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*
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MATTHEW J. MORRIS
NJ - L.L.A., NJ - P.P.

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

July 31, 2019

VIA E-MAIL

MEMORANDUM TO: Mr. Thomas S. Russo, Jr., Newton Town Manager

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

SUBJECT: RECOMMENDATION OF AWARD
Proposed Construction of ADA Ramps on Plainfield Avenue
HPA No. 19-108

Dear Tom,

I have reviewed the two (2) bids received on July 31, 2019 at 11:00 AM for the above referenced project and recommend the contract be awarded to Tony's Concrete Construction Co., Inc., 316 E. Kinney Street, Newark, New Jersey 07105, whose low bid was \$19,765.00.

Enclosed herewith please find the following paperwork:

1. Form SA-41 - *Summary of Bids*. Retain in your file.
2. Form SA-22 - *Recommendation of Award - State Aid Project*. Kindly have the Presiding Officer and Municipal Clerk sign this form, and then **return it to this office**. We will forward it to the New Jersey Department of Transportation.

We applied for \$114,051.00 and received a grant of \$98,192.00. The ADA ramps are costly due to no CO-OP contracts and very small quantities. Following is a summary of charges for this project:

a.	ADA Ramps – Low Bid Tony’s Concrete.....	\$ 19,765.00
b.	Mill & Pave with Tilcon CO-OP Contract	77,382.90
c.	Line Striping with Denville Line CO-OP Contract.....	585.66
d.	Drainage Inlet Accessories CO-OP Contract.....	2,620.00
e.	Engineering to Date.....	5,584.66
f.	Asphalt Cores – Estimated Cost	2,500.00
g.	Engineering Inspection to Complete the Project.....	<u>4,000.00</u>
	TOTAL PROJECT COSTS:	\$112,438.22

Mr. Thomas S. Russo, Jr.
RE: Proposed Construction of ADA Ramps on Plainfield Avenue
July 31, 2019

Page 2

Hopefully, this works out with the budget for this project.

Very truly yours,



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

HEP:mac
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\19-108 - PLAINFIELD AVENUE\ADA RAMPS\RUSO2.DOC

Enclosures

HAROLD E. PELLOW & ASSOCIATES, INC.
Established 1969

17 PLAINS ROAD, AUGUSTA, NEW JERSEY 07822-2009 • TELEPHONE: 973-948-6463 • FAX: 973-948-2916
CERTIFICATE OF AUTHORIZATION NO. 24GA27959300

New Jersey Department of Transportation
Division of Local Aid and Economic Development
Summary of Bids

Item #	Description	Quantity	Unit	ENGINEER'S ESTIMATE		City		State/Zip		City		State/Zip	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization	100%	LS	\$1,500.00	\$1,500.00	\$8,800.00	\$8,800.00	\$9,000.00	\$9,000.00				
2	Construction Signs	48	SF	\$50.00	\$2,400.00	\$10.00	\$480.00	\$1.00	\$48.00				
3	Traffic Flaggers	40	MH	\$92.50	\$3,700.00	\$92.50	\$3,700.00	\$92.50	\$3,700.00				
13	Removal of Concrete Sidewalk	23	SY	\$25.00	\$575.00	\$45.00	\$1,035.00	\$90.00	\$2,070.00				
14	Removal of Concrete Curb	27	LF	\$25.00	\$675.00	\$30.00	\$810.00	\$100.00	\$2,700.00				
15	Concrete Sidewalk, 4" Thick, Reinforced	22	SY	\$80.00	\$1,760.00	\$120.00	\$2,640.00	\$90.00	\$1,980.00				
16	Concrete Curb	27	LF	\$50.00	\$1,350.00	\$60.00	\$1,620.00	\$100.00	\$2,700.00				
17	Detectable Warning Surface	2	Unit	\$400.00	\$800.00	\$300.00	\$600.00	\$1,000.00	\$2,000.00				
18	Sawcutting	10	LF	\$10.00	\$100.00	\$8.00	\$80.00	\$1.00	\$10.00				
TOTAL ESTIMATED COST OF CONSTRUCTION:					\$12,860.00		\$19,765.00		\$24,208.00				

Project: Proposed Construction of ADA Ramps on Plainfield Avenue
Municipality: Town of Newton
County: Sussex

Contractor Information:
Contractor Name: Tony's Concrete Construction Co., Inc.
Street Address: 316 E. Kinney Street
City: Newark, NJ 07105
State/Zip: Newark, NJ 07105

Contractor Information:
Contractor Name: Diamond Construction
Street Address: 35 Beaverson Blvd., Suite 12C
City: Brick, NJ 08723
State/Zip: Brick, NJ 08723

 (Engineer)



TOWN OF NEWTON
RESOLUTION #183-2019

August 5, 2019

"A Resolution of the Town of Newton, in the County of Sussex, New Jersey Authorizing Emergency Repairs at Sussex St. Retention Basin"

WHEREAS, an emergency has arisen at the Town of Newton Sussex Street Retention Basin, where the facility suffered damage due to a lightning strike in storms of July 23, 2019, threatening continued use of supply of potable water supply; and

WHEREAS, N.J.S.A. 40A:11-6, and N.J.A.C. 5:34-6.1 provides for the appropriate actions to be undertaken by the Town under these circumstances to procure a company that may remedy; and

WHEREAS, emergency repairs and emergency rental of pumps will be performed by Pumping Services Inc. for an estimated amount of \$45,000; and electrical repairs and supplies will be performed by Kieffer Electric for an estimated amount not to exceed \$15,000; and

WHEREAS, the Chief Financial Officer hereby certifies funds are available as follows:

Other Trust Fund – Reserve for Snow Removal/Storm Recovery #711202

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton authorizes the Town Manager to authorize the emergency purchase with Pumping Services Inc. and Kieffer Electric, Inc. not to exceed \$60,000.00.

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, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #184-2019

August 5, 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, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #185-2019

August 5, 2019

“A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12”

WHEREAS, the Town Council of the Town of Newton is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq.; and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specific purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Town Council of the Town of Newton to discuss in a session not open to the public certain matters relating to the item authorized by N.J.S.A. 10:4-12b and designated below:

- i. Contract Negotiations – Sussex County Bridge Q-06 Project

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Newton, assembled in public session on August 5, 2019, that an Executive Session closed to the public shall be held on August 5, 2019 at _____ pm in the Town of Newton Municipal Building, 39 Trinity Street, Newton, NJ, for the discussion of matters relating to the specific item designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Town Council that the public interest will no longer be served by such confidentiality.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 5, 2019.

Teresa A. Oswin, RMC
Deputy Municipal Clerk

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

Meeting Date: 08/05/2019 For bills from 07/23/2019 to 08/01/2019

Check#	Vendor	Description	Payment	Check Total
41905	3897 - SYNCHRONY BANK	PO 55192 YOGA MAT ROLL	139.98	
		PO 55249 Craft Supplies for Recreation Progr	121.67	261.65
41906	269 - AMBASSADOR MEDICAL SERVICE	PO 55151 (1) RANDOM DRUG TESTING	60.00	60.00
41907	4181 - ANY EXCUSE FOR A PARTY, INC.	PO 55247 Family Fun Night - DJ Entertainment	895.00	895.00
41908	4026 - AUTOZONE	PO 54339 B: AUTO PARTS Acct #11108160	62.65	62.65
41909	32 - B & R UNIFORM, INC.	PO 55194 SERGEANT BADGES	328.90	328.90
41910	1132 - BOONTON TIRE SUPPLY INC.	PO 54735 B: FIRST AID VEH	757.51	
		PO 55068 B: PD VEHICLE REPAIR	645.10	1,402.61
41911	192 - CAMPBELL'S SMALL ENGINE INC.	PO 55145 CHAINSAW REPAIR - Fire	94.54	94.54
41912	175 - CAPITAL ACCOUNT	PO 55267 PAY 2019 NOTE PRINCIPAL #300154	196,503.00	196,503.00
41913	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 53970 B: ALARM CIRCUITS - A/C #309485585	125.85	125.85
41914	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 55215 LOCAL PHONE SVC	2,693.80	2,693.80
41915	2375 - COUNTY OF SUSSEX	PO 55127 2019 Primary Election Programming	937.95	937.95
41916	2361 - CSS TEST INC.	PO 54055 B: Pre-Employment/Post Accident - D	48.00	48.00
41917	4194 - DANIELLE GYLES-ZITO	PO 55206 Reimburse IndentoGo Fingerprint Rec	21.25	21.25
41918	3784 - ESTREMEIRA, MICHELLE	PO 55203 Reimburse IndentoGo Fingerprint Rec	53.25	53.25
41919	225 - FEDERAL EXPRESS	PO 53968 B: EXPRESS MAIL ACCT #1344-0525-2	89.85	89.85
41920	257 - FERRAIOLI, CERULLO & CUVA	PO 53631 2018 AUDIT	8,275.00	8,275.00
41921	1707 - FINKLE, DANIEL	PO 55163 Reimburse Finkle for OEM Website Do	72.00	72.00
41922	1880 - FIRE & SAFETY SERVICES, LTD., INC.	PO 53806 ENG #803 VEH MAINT	2,816.22	
		PO 53807 ENG #802 VEH MAINT	2,511.01	
		PO 53808 ENG #801 VEH MAINT	2,100.00	
		PO 55015 BATTERIES ENG #802	1,337.27	
		PO 55013 BATTERIES ENG #801	1,660.00	10,424.50
41923	4188 - FOOD FOR THE SOUL TRAIN	PO 55126 Tiny Book Workshop - 7/24/19	400.00	400.00
41924	4187 - FRANKLY FOODS GROUP	PO 55125 8/2/19 Ice Cream Social (Est)	200.00	200.00
41925	373 - GALLS, LLC	PO 54794 Court Attendent Polo shirts ACCT #	109.96	109.96
41926	3703 - GRUBER COLABELLA LIUZZA & THOMPSON	PO 53956 B: 2019 PUBLIC DEFENDER -Aug	110.58	110.58
41927	4081 - HAPPY WOK	PO 55199 TAX BILL MAIL HELP LUNCH	54.05	54.05
41928	230 - HAYEK'S MARKET INC.	PO 55115 Manager's Lunch Meeting	27.13	
		PO 55131 Manager's Lunch Meeting 6-28-19	20.53	
		PO 55279 FOOD 7/25 BARBAQUE	190.11	237.77
41929	1866 - HOME DEPOT, INC.	PO 54311 BLANKET: B&G/VehMain/RdSupp's	630.18	
		PO 55256 STORMWATER SUPPLIES	434.23	1,064.41
41930	1866 - HOME DEPOT, INC.	PO 55258 MAY/JUNE/JULY SUPP'S	421.40	
		PO 55282 CATCH BASIN SUPPLIES	520.53	941.93
41931	113 - JCP&L	PO 55183 TWN BLDGS ELECTRIC -JUNE	5,833.63	
		PO 55209 TWN BLDG'S ELECTRIC -JUNE	6,166.28	11,999.91
41932	3772 - JK HVAC SERVICE, LLC.	PO 55153 Townhall A/C Belt Rpr	397.56	397.56
41933	2532 - LADDEY, CLARK & RYAN, LLP	PO 53955 B: 2019 PROSECUTOR -Aug McMeen	2,583.33	2,583.33
41934	2532 - LADDEY, CLARK & RYAN, LLP	PO 55261 BANKRUPTCY -JUNE	32.00	32.00
41935	2532 - LADDEY, CLARK & RYAN, LLP	PO 55278 LEGAL -JUNE	3,856.00	3,856.00
41936	3438 - LAKELAND BUS LINES, INC.	PO 54903 BUS CHARTER 7/17/19 Bronx Zoo #1371	1,700.00	1,700.00
41937	3925 - LANG, DIANE	PO 55089 Executive Coaching	750.00	750.00
41938	4193 - LASSO, NIKLAS	PO 55204 Reimburse IndentoGo Fingerprint Rec	53.25	53.25
41939	2300 - LOWE'S, INC.	PO 55227 B&G Fence Rpr/ Townhall Door Repair	364.17	364.17
41940	4019 - MAILFINANCE INC.	PO 54461 B: POSTAGE MACH RENTAL -2nd qtr #8	529.41	529.41
41941	4189 - MARTZ GROUP	PO 55130 BUS CHARTER 8/15/19 Medieval Times	798.00	798.00
41942	62 - MGL FORMS - SYSTEMS, LLC.	PO 55018 TAX ADDRESS LABEL STICKERS	214.00	214.00
41943	1613 - MITCHELL HUMPHREY INC.	PO 55058 MAINT FEE - MH SOFTWARE SOLUTIONS 9	2,590.00	2,590.00
41944	170 - NEWTON BOARD OF EDUCATION	AUG SCHOOL TAX	1,029,765.00	1,029,765.00
41945	1090 - NEWTON UNITED SOCCER PROGRAM	PO 54578 PLAYER SPONSORSHIP - SPRING LEAGUE	65.00	65.00
41946	2835 - NJMEBF	PO 55207 AUG MEDICAL/DENTAL	174,510.00	174,510.00
41947	4169 - PEGGY PAK	PO 55184 Summer Zumba 7/8/19 and 7/22/19	150.00	150.00
41948	64 - PELLOW, HAROLD & ASSO, INC.	PO 55262 COUNCIL -JUNE	33.00	
		PO 55266 TRI-STATE RENTAL LEASE -JUNE	123.83	
		PO 55269 STORMWATER PERMIT 2019 -JUNE	348.95	
		PO 55284 NJDOT TRUST FUND APP -JUNE	297.25	803.03
41949	2788 - PENTELEDATA	PO 53973 B: INTERNET est.\$1180 x 12=\$14,160	769.70	769.70
41950	3803 - PIONEER PRODUCTS, INC.	PO 55165 HOSE & GEAR CLEANER CUST #36799	396.87	396.87
41951	3435 - PRIME LUBE, INC.	PO 55200 FUEL ADDITIVE DRUM CUST #00-001227	155.50	155.50
41952	39 - QUILL CORPORATION	PO 54018 B: Police/Cencom OFFICE SUPPLES	251.45	251.45

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

Meeting Date: 08/05/2019 For bills from 07/23/2019 to 08/01/2019

Check#	Vendor	Description	Payment	Check Total
41953	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 54562 B: GAS -JUNE	3,624.08	3,624.08
41954	3731 - READY REFRESH BY NESTLE	PO 53966 B: 2019 WATER DELV	9.95	9.95
41955	2644 - RICCIARDI BROTHERS, INC.	PO 54943 ATHLETIC FIELD PAINT CUST #9456	590.00	590.00
41956	3391 - ROUTE 23 PATIO, LLC.	PO 54678 Storm Basin Rpr cust #644	267.20	267.20
41957	3973 - Schlosser, Theresa	PO 55233 MILEAGE REIMB	60.06	60.06
41958	126 - SCMUA	PO 55245 JULY TRASH REMOVAL	584.64	584.64
41959	4165 - SF MOBILE-VISION, INC.	PO 55155 CONTROL BOARD REPAIR	210.00	210.00
41960	3993 - SLOAN, JAMES P.	PO 53957 B: 2019 JUDGE -Aug (\$35,700/12=\$2,	3,278.50	3,278.50
41961	4024 - SPECTROTEL	PO 53961 B: LOCAL/LONG DISTANCE PHONE SVC -	573.33	573.33
41962	4202 - STANLEY J. DUTKUS JR	PO 55231 7/23 SUBSTITUTE COURT OFFICER 6 HRS	129.84	129.84
41963	2257 - STAPLES BUSINESS ADVANTAGE, INC.	PO 54385 B: Court Office Supplies	38.78	
		PO 55220 B: OFFICE SUPPLIES	337.37	
		PO 55280 DPW/ Office Supplies	45.99	422.14
41964	1212 - STATEWIDE INSURANCE FUND	PO 55239 4 of 4 ALL LINES & W/C INS	61,163.14	61,163.14
41965	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 54317 POOL FEASIBILITY STUDY	96.06	96.06
41966	4072 - SUMMIT SOUNDZ ENTERTAINMENT LLC	PO 54631 SCREEN AND SOUND FOR TWO MOVIE NIG	700.00	700.00
41967	572 - SUSSEX COUNTY CLERK	PO 55202 Primary Election Costs	765.35	765.35
41968	1453 - SUSSEX COUNTY LOCK & SAFE,	PO 55182 Build Main/ Duplicate Keys	31.00	31.00
41969	371 - T.A. MOUNTFORD COMPANY, INC.	PO 55162 1ST FLR COPIER CONTRACT (7/3/19-7/2	950.00	950.00
41970	2479 - TAYLOR OIL CO., INC.	PO 54563 B: DIESEL	1,836.45	1,836.45
41971	3851 - THE CANNING GROUP, LLC.	PO 53950 B: 2019 PURCHASING QPA -	625.00	625.00
41972	2675 - TIRE KING, INC.	PO 55120 1 TIRE PATCH TRK #14	40.00	40.00
41973	367 - TREASURER, STATE OF NEW JERSEY	PO 55285 2ND QTR MARRIAGE LICENSES	400.00	400.00
41974	2476 - TREASURER, STATE OF NJ -BURIAL	PO 55286 2nd QTR BURIAL FEES	10.00	10.00
41975	521 - TRUST ACCOUNT, TOWN OF NEWTON	PO 55274 PAY 2018 ACCUM ABSENCE #711201	127,000.00	127,000.00
41976	3369 - UNITED TELEPHONE/CENTURY LINK	PO 53969 B: DIGITAL DATA CIRCUIT -JULY	134.24	134.24
41977	1280 - VERIZON WIRELESS, INC.	PO 55180 CELL PHONES -JUNE	1,463.94	1,463.94
41978	2635 - W.B. MASON, INC.	PO 55008 2nd FLR OFFICE SUPP'S & council rm	540.62	540.62
41979	1500 - WALMART	PO 55217 #NEWTONROCKS SUPP'S	11.31	11.31
41980	4195 - ZIP'S AW DIRECT	PO 55211 AIR WEDGE acct #7252791	69.97	69.97
TOTAL				1,663,789.50

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
100001	CASH - CURRENT - LAKELAND #434			0.00	1,663,789.50
101254	DUE S/NJ - MARRIAGE LICENSE FEES			400.00	
101257	DUE S/NJ - BURIAL FEE			10.00	
101265	DUE NEWTON BOE - SCHOOL TAX PAYABLE			1,029,765.00	
1050200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	873.58			
1051200	TOWN CLERK'S OFFICE - OTHER EXPENSES	89.85			
1051500	ELECTIONS - OTHER EXPENSES	1,703.30			
1053200	HUMAN RESOURCE - OTHER EXPENSES	565.11			
1054200	FINANCE ADMINISTRATION - OTHER EXPENSES	27.19			
1054300A	(2018) FINANCE ADMINISTRATION - AUDIT SE		8,275.00		
1056200	COLLECTION OF TAXES - OTHER EXPENSES	328.11			
1058200	LEGAL SERVICES - OTHER EXPENSES	6,471.33			
1059200	MUNICIPAL COURT - OTHER EXPENSES	278.58			
1060200	ENGINEERING - OTHER EXPENSES	454.08			
1061200	BUILDINGS & GROUNDS - OTHER EXPENSES	2,564.31			
1062200	PLANNING BOARD - OTHER EXPENSES	1,000.00			
1064200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	1,000.00			
1066200	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	174,510.00			
1067200	WORKMEN'S COMP INSURANCE - OTHER EXPENSE	37,721.84			
1069200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	23,441.30			
1070200	FIRE DEPARTMENT - OTHER EXPENSES	491.41			
1074200	POLICE DEPARTMENT - OTHER EXPENSES	1,201.67			
1077500	CODE ENFORCEMENT - OTHER EXPENSES	1,590.00			
1078200	EMERGENCY MANAGEMENT - OTHER EXPENSES	72.00			
1080200	ROAD REPAIR & MAINT - OTHER EXPENSES	464.10			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
1081200	SNOW REMOVAL - OTHER EXPENSES	338.01			
1082200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	348.95			
1083200	RECYCLING/SANITATION - OTHER EXPENSES	578.28			
1083300	VEHICLE MAINTENANCE - OTHER EXPENSES	4,658.03			
1083300A	(2018) VEHICLE MAINTENANCE - OTHER EXPEN		7,427.23		
1085200	OCCUPATIONAL HEALTH - OTHER EXPENSES	108.00			
1087200	RECREATION - OTHER EXPENSES	4,597.40			
1089200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	23,441.33			
1091200	PARKS & PLAYGROUNDS - OTHER EXPENSES	634.52			
1094400A	(2018) UNCLASSIFIED - S&W - ACCUMULATED		127,000.00		
1094550	RECYCLING TAX (PL2007 c.311)O/S CAP	18.27			
1094798	INTERLOCAL - GREEN TWP COURT	3,389.08			
1095200	CAPITAL IMPROVEMENTS - OTHER EXPENSES	1,449.64			
1096200	DEBT SERVICE - OTHER EXPENSES	196,503.00			
TOTALS FOR	CURRENT FUND	490,912.27	142,702.23	1,030,175.00	1,663,789.50

Total to be paid from Fund 10 CURRENT FUND
 1,663,789.50

 1,663,789.50

Checks Previously Disbursed

191042	Amboy Bank	BAN INTREST 7/25/19	39,352.88	7/25/2019
191041	PAYROLL ACCOUNT	CASH - CURRENT - LAKELAND #434	191,306.21	7/25/2019

			230,659.09	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 10 CURRENT FUND	230,659.09	1,663,789.50	1,894,448.59
BILLS LIST TOTALS	230,659.09	1,663,789.50	1,894,448.59

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

Meeting Date: 08/05/2019 For bills from 07/23/2019 to 08/01/2019

Check#	Vendor	Description	Payment	Check Total
8826	3032 - HARTER EQUIPMENT INC.	PO 54983 2019 Kubota Track Loader ACCT #6298	74,642.05	74,642.05
8827	1866 - HOME DEPOT, INC.	PO 55257 RAIL TRAIL SUPP'S	500.30	500.30
8828	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 55160 MCGUIRE REDEVELOPMENT -JUNE	625.00	625.00
8829	64 - PELLOW, HAROLD & ASSO, INC.	PO 52355 Engineer Firehouse #2 -MAY	1,818.30	
		PO 55263 PLAINFIELD AVE DOT GRANT -JUNE	574.00	
		PO 55264 CHURCH ST NJDOT TRUST -JUNE	181.50	
		PO 55265 DAM #2 -JUNE	212.00	
		PO 55276 RAIL-TRAIL BIKE PATH -JUNE	1,529.70	4,315.50
8830	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 54346 FEASIBILITY STUDY -BABE RUTH FIELD	2,755.83	2,755.83
TOTAL				82,838.68

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
300001	CASH - CAPITAL - LAKELAND #450			0.00	82,838.68
3091516	ORD 2015-16 VARIOUS \$970T	625.00			
3091709	ORD 2017-9 VARIOUS \$1,405	2,242.00			
3091806	ORD 2018-6 supp FIREHOUSE #2	1,818.30			
3091807	ORD 2018-7 VAR-2Veh/StSign/Rd-Chrch \$220	181.50			
3091903	ORD 2019-3 Var-B&Groof/skidSteer/Plainfl	75,216.05			
3091977	PRELIM ENG BABE RUTH FIELD DRAINAGE	2,755.83			
TOTALS FOR	CAPITAL	82,838.68	0.00	0.00	82,838.68

Total to be paid from Fund 30 CAPITAL

82,838.68
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Checks Previously Disbursed

183001	Amboy Bank	BAN Principal 2.05%	1,925,000.00	7/24/2019

			1,925,000.00	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 30 CAPITAL	1,925,000.00	82,838.68	2,007,838.68
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BILLS LIST TOTALS	1,925,000.00	82,838.68	2,007,838.68
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**List of Bills - (600001) CASH - W/S OPERATING-LAKELAND #426
WATER/SEWER UTILITY**

Meeting Date: 08/05/2019 For bills from 08/06/2019 to 08/01/2019

Check#	Vendor	Description	Payment	Check Total
17644	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 53972 B: WOODSIDE AVE PS est/\$41.67	41.11	41.11
17645	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 55215 LOCAL PHONE SVC	1,233.41	1,233.41
17646	200 - GARDEN STATE LABORATORIES INC	PO 53376 CAF: WATER TANK TESTING WTP	1,160.00	
		PO 55196 WASTE & DRINKING WATER ANALYSIS APR	1,402.00	
		PO 55197 WASTE & DRINKING WATER ANALYSIS MAY	1,242.00	
		PO 55198 WASTE & DRINKING WATER ANALYSIS JUN	1,805.00	5,609.00
17647	3876 - HOLLAND COMPANY, INC.	PO 54554 B: EPIC 2400 cust #1667	7,253.40	7,253.40
17648	1866 - HOME DEPOT, INC.	PO 54285 BLANKET: WATER/SEWER Supplies	389.03	389.03
17649	113 - JCP&L	PO 55210 W/S ELECTRIC -JUNE	14,815.00	14,815.00
17650	3711 - KKPR MARKETING & PUBLIC RELATIONS,	PO 54002 B: MARKETING & PUBLIC RELATIONS	1,025.00	1,025.00
17651	2532 - LADDEY, CLARK & RYAN, LLP	PO 55278 LEGAL -JUNE	816.00	816.00
17652	3925 - LANG, DIANE	PO 55089 Executive Coaching	1,500.00	1,500.00
17653	409 - MINISINK PRESS INC	PO 55099 METER CHANGE PADS	54.00	54.00
17654	64 - PELLOW, HAROLD & ASSO, INC.	PO 55277 WATER ENGINEER -JUNE	3,143.50	3,143.50
17655	2788 - PENTELEDATA	PO 53973 B: INTERNET est.\$1180 x 12=\$14,160	399.85	399.85
17656	2212 - PROCESS TECH SALES AND SERVICE	PO 54987 TURBIDITY METER	4,035.00	
		PO 55043 Chlorine Analyzer Probes	2,117.00	6,152.00
17657	4126 - PROFESSIONAL CONSULTING INC.	PO 54238 ENG DESIGN CONST ADMIN GRIT COLLECT	5,226.50	
		PO 54237 B: SEWER ENGINEER (\$25T) -	620.00	5,846.50
17658	121 - PUMPING SERVICES, INC.	PO 55195 RPR Controls after Lightening Strik	1,470.00	1,470.00
17659	4152 - RUSSELL REID WASTE & DISPOSAL., INC.	PO 54659 B: SLUDGE DISPOSAL CUST #5571229	7,304.50	7,304.50
17660	55 - SCHMIDT'S WHOLESALE, INC	PO 53798 Water Meter Guns/Software cust #600	6,746.90	6,746.90
17661	126 - SCMUA	PO 55245 JULY TRASH REMOVAL	450.80	450.80
17662	1489 - SMALLEY, JOHN H	PO 53978 2019 SVCS @ MORRIS LAKE -Aug	1,416.66	
		PO 55222 REIMBURSE - WATER PLANT SUPPLIES	55.13	1,471.79
17663	1212 - STATEWIDE INSURANCE FUND	PO 55239 4 of 4 ALL LINES & W/C INS	55,319.11	55,319.11
17664	4072 - SUMMIT SOUNDZ ENTERTAINMENT LLC	PO 54631 SCREEN AND SOUND FOR TWO MOVIE NIG	700.00	700.00
17665	130 - SUSSEX COUNTY P & H, INC.	PO 54085 B: PLUMBING SUPP'S	40.84	40.84
17666	1151 - TREASURER, STATE OF NEW JERSEY	PO 55213 SAFE DRINKING WATER (7/1/19-6/30/20	720.00	720.00
17667	521 - TRUST ACCOUNT, TOWN OF NEWTON	PO 55275 PAY 2018 W/S ACCUM ABSENCE #711201	20,000.00	20,000.00
17668	1280 - VERIZON WIRELESS, INC.	PO 55180 CELL PHONES -JUNE	225.35	225.35
TOTAL				142,727.09

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
600001	CASH - W/S OPERATING-LAKELAND #426			0.00	142,727.09
6051100A	(2018) W&S OPERATING - TOTAL SALARY & W		20,000.00		
6051200	W&S OPERATING - TOTAL OTHER EXPENSES	109,593.69			
6051200A	(2018) W&S OPERATING - TOTAL OTHER EXPE		6,746.90		
6089305A	(2018) W&S CAP IMPROVE - WATER TANK IMPR		1,160.00		
6089341A	(2018) W&S CAP IMPROVE - WWTP GRIT COLLE		5,226.50		
TOTALS FOR	WATER/SEWER UTILITY	109,593.69	33,133.40	0.00	142,727.09

Total to be paid from Fund 60 WATER/SEWER UTILITY 142,727.09
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 142,727.09

Checks Previously Disbursed

196031	PAYROLL ACCOUNT	7/25 W/S Pay	37,512.83	7/25/2019

			37,512.83	

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

Totals by fund		Previous Checks/Voids	Current Payments	Total	

Fund 60 WATER/SEWER UTILITY		37,512.83	142,727.09	180,239.92	

BILLS LIST TOTALS		37,512.83	142,727.09	180,239.92	
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**List of Bills - (610001) CASH - W/S CAPITAL - LAKELAND #442
WATER/SEWER CAPITAL**

Meeting Date: 08/05/2019 For bills from 07/23/2019 to 08/01/2019

Check#	Vendor	Description	Payment	Check Total
2489	4126 - PROFESSIONAL CONSULTING INC.	PO 54538 ENGINEERING -SPARTA AVE PUMP STATIO	318.50	318.50
	TOTAL			318.50

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
610001	CASH - W/S CAPITAL - LAKELAND #442			0.00	318.50
6191708	ORD 2017-8 SPARTA AVE PUMP STATION (SWR)	318.50			
TOTALS FOR	WATER/SEWER CAPITAL	318.50	0.00	0.00	318.50

Total to be paid from Fund 61 WATER/SEWER CAPITAL

318.50
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318.50

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

Meeting Date: 08/05/2019 For bills from 07/23/2019 to 08/01/2019

Check#	Vendor	Description	Payment	Check Total
3879	3703 - GRUBER COLABELLA LIUZZA & THOMPSON	PO 53956 B: 2019 PUBLIC DEFENDER -Aug	1,125.00	1,125.00
3880	4182 - MEDIEVAL TIMES USA, INC.	PO 55135 Tickets to Medieval Times Matinee 8	878.00	878.00
3881	3837 - Treasurer, Town of Newton	PO 55225 Medieval Times - Tip for bus driver	50.00	50.00
TOTAL				2,053.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
710001	CASH - TRUST - LAKELAND #469			0.00	2,053.00
711208	RES RECREATION (ALL)			928.00	
711218	RESERVE FOR MUNIC PUBLIC DEFENDER			1,125.00	
TOTALS FOR	TRUST	0.00	0.00	2,053.00	2,053.00

Total to be paid from Fund 71 TRUST 2,053.00
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2,053.00

Checks Previously Disbursed

197115	PAYROLL ACCOUNT	7/25 Trust pay add'l Pool aid	160.00	7/25/2019
197115	PAYROLL ACCOUNT	7/25 Trust Pay	850.00	7/25/2019

			1,010.00	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 71 TRUST	1,010.00	2,053.00	3,063.00
BILLS LIST TOTALS	1,010.00	2,053.00	3,063.00
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**List of Bills - (730001) CASH - SUI - LAKELAND #027
SUI (Fund 73)**

Meeting Date: 08/05/2019 For bills from 07/23/2019 to 08/01/2019

Check#	Vendor	Description	Payment	Check Total
1122	1261 - S/NJ EMPLOYER ACCOUNTS	PO 55244 2ND QTR UNEMPLOYMENT	1,369.63	1,369.63
	TOTAL			1,369.63

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
730001	CASH - SUI - LAKELAND #027			0.00	1,369.63
731255	RESERVE FOR EXPENDITURES - UNEMPLOYMENT			1,369.63	
TOTALS FOR	SUI (Fund 73)	0.00	0.00	1,369.63	1,369.63

Total to be paid from Fund 73 SUI (Fund 73) 1,369.63
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 1,369.63

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

Meeting Date: 08/05/2019 For bills from 07/23/2019 to 08/01/2019

Check#	Vendor	Description	Payment	Check Total
179	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 55159 AFFORDABLE HOUSING -JUNE	937.50	937.50
180	263 - MCMANIMON, SCOTLAND & BAUMANN, LLC	PO 55191 AFFORDABLE HOUSING -MAY	1,982.50	1,982.50
TOTAL				2,920.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
750001	CASH - HOUSING TRUST FUND (COAH) #0301			0.00	2,920.00
751220	RESERVES FOR COMMERCIAL DEVELOPMENT			2,920.00	
TOTALS FOR	HOUSING TRUST FUND (COAH) (Fund 75)	0.00	0.00	2,920.00	2,920.00

Total to be paid from Fund 75 HOUSING TRUST FUND (COAH) (Fund 75) 2,920.00
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 2,920.00