



AGENDA
NEWTON TOWN COUNCIL
November 13, 2019
7:00pm

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

October 28, 2019 Regular Meeting
October 28, 2019 Executive Session

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. Council may choose to comment after the entire public portion has concluded.

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. Public Hearing and 2nd Reading
Ordinance 2019-11

An Ordinance Revising Sections 20-3.B and 3-50.C(2) of the Code of the Town of Newton Regarding LOSAP Contributions

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

Ordinance 2019-12

A Fully Funded Water Sewer Capital Improvement Ordinance in the Amount of \$40,000.00 for Acquisition of Water Sewer Utility Truck in the Town of Newton, County of Sussex, New Jersey

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

Ordinance 2019-13

Ordinance Appropriating \$50,000.00 from Capital Fund Balance for the 2011 Recreational Trail Grant Program Project in and by the Town of Newton, in the County of Sussex, New Jersey

- 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 #221-2019*

Resolution of the Town of Newton Authorizing Disbursement of \$60,000.00 from its Affordable Housing Trust Fund to CCI Foundation, Inc., for HMFA Approved Development Proposal to Construct a Supportive and Special Needs Housing Project

b. Resolution #222-2019*

Resolution of the Town of Newton Authorizing an Agreement for Payment in Lieu of Taxes Between the Town of Newton and CCI Foundation, Inc.

c. Resolution #223-2019*

Authorization to Provide for the Purchase of Road Salt and Snow Grit for the Department of Public Works for the Town of Newton

- d. Resolution #224-2019* Authorize the Award of a Required Disclosure Contract for Suburban Consulting Engineers, Inc., Design and Construction Administration Services for the Community Pool Renovations at Memory Park
- e. Resolution #225-2019* Authorizing the Adoption of the Town of Newton Domestic Violence Policy and Designating the Town Human Resources Director as the HRO and the Town Manager as the Secondary HRO
- f. Resolution #226-2019* Approve 2019 Appropriation Transfers
- g. Resolution #227-2019* Approve Bills and Vouchers for Payment

X. DISCUSSION

XI. OPEN TO THE PUBLIC

XII. COUNCIL & MANAGER COMMENTS

XIII. EXECUTIVE SESSION

- a. Resolution #228-2019 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. Personnel – Town Manager's Annual Review

XIV. ADJOURNMENT

Office of the Mayor

Newton, New Jersey

Proclamation

Dawn L. Babcock

WHEREAS, Dawn L. Babcock was first employed by the Town of Newton on November 1, 2006 as Director of Finance; and

WHEREAS, on April 28, 2008 Dawn was promoted to the position of Chief Financial Officer; and

WHEREAS, through the years Dawn has guided the Town of Newton through many challenging budget processes and served as a fiscal “voice of reason”, passing along her knowledge, wisdom, and expertise in the field of municipal finance; and

WHEREAS, Dawn’s professionalism and attention to detail has earned her admiration from the Town’s professionals and her fellow colleagues;

NOW, THEREFORE, We the Mayor and Town Council of the Town of Newton hereby proclaim our appreciation and gratitude to Dawn L. Babcock for her thirteen years of dedicated service to the Town of Newton and offer our best wishes to her for a long, happy, and healthy retirement.

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

Attest: _____

Date: _____

**TOWN OF NEWTON
ORDINANCE 2019-11**

**AN ORDINANCE REVISING SECTIONS 20-3.B AND 3-50.C(2) OF THE CODE OF THE TOWN
OF NEWTON REGARDING LOSAP CONTRIBUTIONS**

WHEREAS, the Town Council of the Town of Newton, has established a Length of Service Award Program ("LOSAP") for members of the Newton Volunteer First Aid Squad and the Town of Newton Fire Department, in accordance with the "Emergency Services Volunteer Length of Service Award Program Act", N.J.S.A. 40A:14-183 to -194, to reward members of the Newton Volunteer First Aid Squad and the Town of Newton Fire Department for their loyal, diligent, and devoted service to the residents of the Town of Newton; and

WHEREAS, the voters of the Town of Newton voted in favor of the LOSAP via a public question referendum; and

WHEREAS, the Emergency Services Volunteer Length of Service Award Program Act permits increases the maximum annual contribution for volunteer members, without public hearing or public question, for increased contributions calculated by multiplying the original contribution as approved by the Consumer Price Index Factor, per N.J.S.A. 40A:14-185; and

WHEREAS, the New Jersey Department of Community Affairs, Division of Local Government Services, issues a Local Finance Notice annually regarding LOSAP award increases and the annual cost of living adjustments, which annual increase shall be followed by the Town of Newton, beginning calendar year 2020;

NOW, THEREFORE BE IT ORDAINED, the Mayor and Newton Town Council have reviewed the Town Code regarding LOSAP and have determined that revisions to Sections 20-3.B and 3-50.C(2) are desired, as follows:

SECTION 1:

Section 20-3.B shall be amended by the addition of the following:

- B. plus automatic annual Consumer Price Index (CPI) adjustments, beginning calendar year 2020, as established by statutory law and the Director of the Division of Local Government Services.

SECTION 2:

Section 3-50.C(2) shall be amended by the addition of the following:

- (2) ... plus automatic annual Consumer Price Index (CPI) adjustments, beginning calendar year 2020, as established by statutory law and the Director of the Division of Local Government Services.

SECTION 3: 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 4: EFFECTIVE DATE

This Ordinance shall take effect on January 1, 2020, following adoption and publication in accordance with law.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, October 28, 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 Wednesday, November 13, 2019 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE #2019-12

A FULLY FUNDED WATER SEWER CAPITAL IMPROVEMENT ORDINANCE IN THE AMOUNT OF \$40,000.00 FOR ACQUISITION OF WATER SEWER UTILITY TRUCK IN THE TOWN OF NEWTON, COUNTY OF SUSSEX, NEW JERSEY

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

Section 1 a. \$40,000.00 is hereby appropriated for acquisition of a Water Sewer Utility Truck and all costs necessary therefore or incidental thereto from the following sources:

Water Sewer Capital – Fund Balance	\$ 40,000.00
------------------------------------	--------------

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

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

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, October 28, 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 Wednesday, November 13, 2019 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2019-13

**ORDINANCE APPROPRIATING \$50,000 FROM CAPITAL FUND
BALANCE FOR THE 2011 RECREATIONAL TRAIL GRANT
PROGRAM PROJECT IN AND BY THE TOWN OF NEWTON, IN
THE COUNTY OF SUSSEX, NEW JERSEY**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. \$50,000 is hereby appropriated from Capital Fund Balance for the 2011 Recreational Trail Grant Program Project (NJDEP Grant ID No. 11-1915-1) in and by the Town of Newton, in the County of Sussex, New Jersey (the "Town") involving installation of a pedestrian bridge along the Sussex Branch Trail, including permitting, necessary trail improvements and other related work and costs. The Town has been approved for the grant by the New Jersey Department of Environmental Protection in the amount of \$24,000, and, upon receipt, the proceeds of the grant will be applied to reimburse the general capital fund balance.

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

Section 3. This ordinance shall take effect after final adoption and publication and otherwise as provided by law.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, October 28, 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 Wednesday, November 13, 2019 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk



Council
HRA

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

PO Box 402
Trenton, NJ 08625-0402

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

January 18, 2013

Honorable Helen Le Frois
Mayor, Newton Town
39 Trinity Street
Newton, New Jersey 07860

Dear Mayor Le Frois:

I am pleased to inform you that the Department of Environmental Protection and the Federal Highway Administration approved the town of Newton's grant application under the 2012 Recreational Trails Program. The matching grant award is \$24,000.00. The funding for this project will be used to provide for improvements on the Sussex Branch Trail.

The development, improvement, and maintenance of recreational trails help to promote the public's enjoyment and appreciation of the outdoors. Recreational trails also provide for the health, inspiration and education of the people of New Jersey. This project represents a significant step toward achieving these goals.

Green Acres Program staff will contact you directly and provide further information to guide you through this project. We look forward to working with the Town of Newton toward the successful completion of this important project.

Sincerely yours,


Bob Martin
Commissioner

RECEIVED

JAN 31 13

TOWN

Cory Stoner

From: Chapman, Brandee
Sent: Tuesday, June 4, 2019 3:13 PM
To: Cory Stoner
Cc: trusso@newtontownhall.com; hpellow@hpellow.com; Ursula Leo; D. Babcock; Osowski, Joshua; avough@newtondpw.com; DEP Trails
Subject: RE: [EXTERNAL] Town of Newton - Recreational Trails Program Grants (ID #'s 11-1915-1 and 12-1915-1)
Attachments: Letter from Town of Newton_March 2019.pdf

Cory,

Thank you for reaching out to discuss Newton's open Recreational Trails Program grants and providing the information below.

Please accept this email as official approval to proceed as described. We look forward to receiving closeout documents for the 2012 grant no later than the end of calendar year 2019, and receiving the closeout documents for the 2011 grant no later than **June 1, 2020**. We anticipate receiving the closeout documents for the 2009 grant as soon as possible, in accordance with Ms. Leo's letter (attached).

The reimbursement instructions are as follows:

Reimbursement request packages should contain legible invoices that have every item purchased clearly identified. If the item(s) purchased are not obvious, please note what it is. Please clearly identify the expenses being submitted as match versus those being submitted for reimbursement - using a spreadsheet is preferred. Every reimbursement request needs to have some match documented.

*Each invoice must be accompanied by proof of payment via cancelled checks, check images from online banking accounts, or credit card receipts. If project labor is a component of your project, please provide time sheets that show all employee names, dates of work, a description of work performed, total hours, and a signature of a supervisor/project manager to certify hours worked. **Please note that administrative labor is not an eligible cost for reimbursement.** The value of volunteer labor will be based on the current New Jersey volunteer labor wage rate found at <https://independentsector.org/resource/the-value-of-volunteer-time/>.*

For the final project report, please submit a summary of what was accomplished with the grant funds, photos of completed work (before/after comparison pictures, if possible), provide a copy or image of any maps or brochures that were developed with the trail grant funds, and include photos of any signage as well. As a reminder, all trailhead and interpretive signs, printed brochures, guides or booklets funded through this grant program must give recognition that the project was funded by the Federal Highway Administration's Recreational Trails Program, through the New Jersey Department of Environmental Protection. Upon completion of the project, the Department will conduct a final inspection.

If you have any questions or if I can be of further assistance, please feel free to contact me at any time.

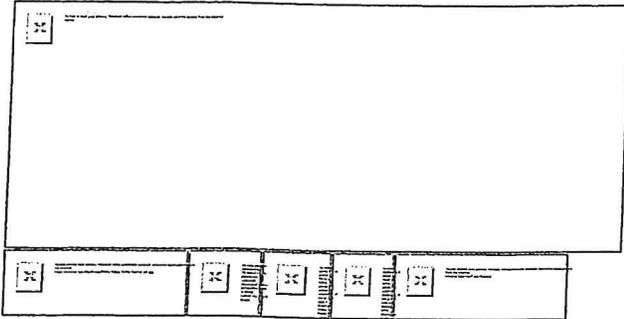
Best of luck with these projects!

Brandee Chapman

State Trails Coordinator, Green Acres Program

New Jersey Department of Environmental Protection
P.O. Box 420, Mail Code 501-01
Trenton, New Jersey 08625
Phone: (609) 984-0500
Email: trails@dep.nj.gov
Website: www.trails.nj.gov

"Of all the paths you take in life, make sure a few of them are dirt." - John Muir



NOTE: This E-mail is protected by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521. This E-Mail and its contents, may be Privileged & Confidential due to the Attorney-Client Privilege, Attorney Work Product, and Deliberative Process or under the New Jersey Open Public Records Act. If you are not the intended recipient of this e-mail, please notify the sender, delete it and do not read, act upon, print, disclose, copy, retain or redistribute it.

From: Cory Stoner <cstoner@hpellow.com>
Sent: Friday, May 31, 2019 1:55 PM
To: Chapman, Brandee <Brandee.Chapman@dep.nj.gov>
Cc: trusso@newtontownhall.com; hpellow@hpellow.com; Ursula Leo <uleo@lclaw.com>; D. Babcock <dbabcock@newtontownhall.com>; Osowski, Joshua <Joshua.Osowski@dep.nj.gov>; avough@newtondpw.com
Subject: [EXTERNAL] Town of Newton - Recreational Trails Program Grants (ID #'s 11-1915-1 and 12-1915-1)
Importance: High

Dear Ms. Chapman,

As we discuss today, the Town of Newton is eagerly looking for a response to the request to extend the 2011 and 2012 Recreational Trails Program Grants (ID #'s 11-1915-1 and 12-1915-2). The attached letter provided by Ursula Leo, Attorney for the Town of Newton) on March 19, 2019, explained that the Town has been working on plans for the project that would be partially funded by these grants and that the cancellation of the grant funds would result in a major blow to the Town's plans to reestablish the Sussex Branch Trail through the Town of Newton. During our discussion, you explained that prior to providing a response to the Town's request, you would need some milestone completion dates for consideration. I have, therefore, prepared the below review of each of the projects and the estimated completion dates for the work to be completed under each grant.

2011 Recreational Trail Program Grant (ID #11-1915-1): The work to be completed with this grant would include the installation of a 30 foot long x 8 foot wide pedestrian bridge that would span a stream and freshwater wetlands area that is crossed by the existing Sussex Branch Trail. The bridge that existed along this section of the trail has been out of service for many years. It is planned that the new bridge will consist of a new prefabricated walking bridge that will be installed on grade footings on either side of the stream. This work, however, will require NJDEP permits. Work related to the NJDEP permit applications has been started but funding has just recently been made available for the submission of the permits and the installation of the new bridge. The estimated date to obtain final NJDEP permits for this project is December 1, 2019. **The estimate date to complete construction will be June 1, 2020.**

2012 Recreational Trail Program Grant (ID #12-1915-1): The work to be completed with this grant would include the reestablishment of approximately 0.8 mile section of the Sussex Branch Trail as the trail leaves the Town of Newton. The work to be completed will end in the vicinity of the bridge that will be installed under the project that will be partially funded with the 2011 Recreational Trail Program Grant. The work on this project is scheduled to begin this summer. **The estimated date to complete construction will be December 1, 2019.**

Attached you will also find a map that illustrates the location of the trail work that will be partially funded with the two (2) Recreational Trail Program Grants.

I trust that the letter provided by Ms. Leo and the above information will be sufficient for your review of the Town of Newton's request to extend the 2011 and 2012 grants. If you have any questions or need any additional information, please do not hesitate to contact me. Thank you in advance for your assistance.

Cory L. Stoner, P.E., C.M.E.
Harold E. Pellow & Associates, Inc.
17 Plains Road
Augusta, N.J. 07822
Phone: 973.948.6463, Ext. 213
Fax: 973.948.2916
cstoner@hpellow.com
www.hpellow.com





Council
HRA

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

PO Box 402
Trenton, NJ 08625-0402

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

January 18, 2013

Honorable Helen Le Frois
Mayor, Newton Town
39 Trinity Street
Newton, New Jersey 07860

Dear Mayor Le Frois:

I am pleased to inform you that the Department of Environmental Protection and the Federal Highway Administration approved the town of Newton's grant application under the 2012 Recreational Trails Program. The matching grant award is \$24,000.00. The funding for this project will be used to provide for improvements on the Sussex Branch Trail.

The development, improvement, and maintenance of recreational trails help to promote the public's enjoyment and appreciation of the outdoors. Recreational trails also provide for the health, inspiration and education of the people of New Jersey. This project represents a significant step toward achieving these goals.

Green Acres Program staff will contact you directly and provide further information to guide you through this project. We look forward to working with the Town of Newton toward the successful completion of this important project.

Sincerely yours,


Bob Martin
Commissioner

RECEIVED
JAN 31 13
TOWN



TOWN OF NEWTON

RESOLUTION #221-2019

November 13, 2019 "Resolution of the Town of Newton Authorizing Disbursement of \$60,000.00 from its Affordable Housing Trust Fund to CCI Foundation, Inc., for HMFA Approved Development Proposal to Construct a Supportive and Special Needs Housing Project"

WHEREAS, on or about July 11, 2019, the New Jersey Housing and Mortgage Finance Agency ("HMFA") approved a subsidy mortgage loan commitment in construction and permanent loan financing from the Special Needs Housing Trust Fund ("SNHTF") Program to CCI Foundation, Inc. ("CCI") for constructing a 4 bedroom, supportive and special needs group home on property located along Madison Avenue, identified on the Town's Official Tax Maps as Block 14.03, Lot 11.01 ("Project"); and

WHEREAS, on December 10, 2018, the Town previously determined there is a need for the Project, and in furtherance of completing same, the Town Council approved a pledge in the amount of \$60,000.00 from its Affordable Housing Trust Fund towards the Project which will further the important mission of providing permanent supportive and special needs housing within the community; and

WHEREAS, the Town's pledge was made contingent upon certain terms and conditions set forth in Resolution #248-2018 including obtaining a certificate of occupancy and license from the State of New Jersey; and

WHEREAS, CCI and HMFA have advised the Town that the closing cannot occur unless the Town's pledge can be drawn upon during construction of the Project; and

WHEREAS, CCI has formally requested the Town release its total pledge in the amount of \$60,000.00 to avoid any gap in financing during construction; and

WHEREAS, the Town now desires to release its total pledge amount prior to completion of the Project, subject to CCI and the Town entering into a Memorandum of Understanding ("MOU"), a copy of which is attached hereto and incorporated herewith, which requires, among other things, that CCI execute a mandatory 30-year deed restriction on the property requiring that the residence be operated as a supportive and special needs group home solely for low income individuals;

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

1. The Town Council hereby approves and authorizes disbursement of \$60,000.00 from its Affordable Housing Trust Fund to CCI subject to the Town receiving fully executed copies of the MOU and Deed Restriction, and subject to the terms and conditions set forth therein.
2. The Town Council hereby approves the attached Memorandum of Understanding between CCI and the Town, and Deed Restriction attached thereto.
3. The Mayor and Clerk are hereby authorized to execute the MOU and Deed Restriction on behalf of the Town.

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 Wednesday, November 13, 2019.

Lorraine A. Read, RMC
Municipal Clerk

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made this ___ day of _____ 2019, between CCI FOUNDATION, INC., with offices at 185 Route 183, Stanhope, NJ, (hereinafter “CCI”) and the TOWN OF NEWTON, a municipal corporation of the State of New Jersey, with offices at 39 Trinity Street, Newton, NJ 07860, (hereinafter the “Town”).

WHEREAS, CCI proposes to construct a four (4) bedroom improvement designed and intended to serve as a supportive and special needs group home for income-qualified individuals with disabilities pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency (“HMFA”) Law of 1983, as amended, N.J.S.A. 55:14K-1, et seq., the rules promulgated thereunder, N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (collectively referred to as the “HMFA Requirements”), within the Town on property situated along Madison Avenue, identified on the Town’s Official Tax Maps as Block 14.03, Lot 11.01 (“Project”); and

WHEREAS, the Project is subject to the HMFA Requirements and the mortgage and other loan documents executed between the CCI and HMFA; and

WHEREAS, on December 10, 2018, the Town Council previously determined that there is a need for the Project, and in furtherance of completing same, the Town approved a pledge in the amount of \$60,000 from its Affordable Housing Trust Fund towards the construction of the Project which will further the important mission of providing permanent supportive and special needs housing within the community; and

WHEREAS, the Town’s pledge was made contingent upon certain terms and conditions set forth in Resolution #248-2018 including obtaining a certificate of occupancy and license from the State of New Jersey; and

WHEREAS, CCI and HMFA have advised the Town that the closing cannot occur unless the Town’s pledge can be drawn upon during construction of the Project; and

WHEREAS, in order to avoid any gap in financing during construction, the Town has agreed to release its total pledge amount to CCI prior to completion of the Project, subject to CCI and the Town entering into this Memorandum of Understanding (“MOU”), which requires, among other things, that CCI execute and file a mandatory 30 year deed restriction on the property (“Deed Restriction”), a copy of which is attached hereto as “Exhibit A”; and

WHEREAS, the Town and CCI agree that the purpose of the Deed Restriction is to ensure that the property described above is, and shall remain, a supportive and special needs group home solely for low income individuals in accordance with the HMFA Requirements, the Fair Housing Act (“FHA”), N.J.S.A. 52:27D-301 et seq., New Jersey Municipal Land Use Law, (“MLUL”), N.J.S.A. 40:55D-1 et seq., Town ordinances, resolutions, approvals, findings, recommendations and conditions (collectively referred to as “Town Requirements”), and the terms and conditions set forth herein.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- A. INTENT. The purpose of this MOU is to coordinate the rights and responsibilities of the Town and CCI in connection with CCI's proposed Project and the Town's pledge of \$60,000 towards the Project from its Affordable Housing Trust Fund.
- B. COMPLIANCE. CCI agrees to comply with all applicable New Jersey statutes and regulations, as well as applicable court directives, including without limitation HMFA Requirements, FHA, MLUL, Town Requirements, the Deed Restriction attached hereto as "Exhibit A" and the terms and conditions of this MOU all of which are incorporated herein by reference.
- C. RESPONSIBILITIES. The Town and CCI will assume the following responsibilities:
1. CCI will assume the following responsibilities:
 - a. Ensure that the group home shall have four (4) bedrooms intended to accommodate four (4) developmentally disabled adults pursuant to the New Jersey Council on Affordable Housing regulations including N.J.A.C. 5:93-1.1, et seq.
 - b. Obtain required and necessary reviews and approvals from the Town, including all applicable Town permits and approvals.
 - c. Perform all testing, inspections, title, survey and searches required or needed on the property.
 - d. If applicable, oversee and supervise any necessary renovations and/or improvements to the properties to bring them into compliance with adaptability requirements and design standards as mandated by N.J.S.A. 52:270-123.15.
 - e. Execute all documents and take any other necessary action to secure ownership and control of the Project property.
 - f. Execute and file the Deed Restriction attached hereto as "Exhibit A" with the Sussex County Clerk's Office upon closing its loan with HMFA.
 - g. Complete the Project and obtain a Certificate of Occupancy for same.

2. The Town will assume the following responsibilities:
 - a. Inclusion of the Project in the municipal Master Plan Housing Element.
 - b. Reasonable review and approval of any needed development and building permit applications.
 - c. Allocate monies from Affordable Housing Trust Fund (AHTF) for the purposes described herein.
 - d. Within sixty (60) days of the Town's receipt of a fully MOU and Deed Restriction, the Town shall disburse \$60,000 from its Affordable Housing Trust Fund to CCI for the Project so that same may be drawn upon during construction.

D. REMIMBURSEMENT. IF CCI fails to satisfy any of the terms and conditions set forth herein, or any of the requirements referred to in Paragraph B, it shall be in Default of this Agreement. Upon Default, the Town may, at its sole option, demand reimbursement of its total pledge in the amount of \$60,000 or any portion thereof. In the event a demand for reimbursement is made, CCI shall reimburse the Town within one-hundred and twenty (120) days after service of written demand. All expenses including reasonable attorneys' fees and costs incurred by the Town in enforcing this Agreement or seeking reimbursement shall be paid by CCI.

E. PILOT. CCI agrees that it shall make a PILOT payment to the Town pursuant to the terms and conditions set forth in the parties' executed PILOT agreement.

F. BOOKS AND RECORDS. The books and records of the Project shall be maintained by CCI.

G. MANAGEMENT. Upon completion, the Project will be managed by CCI. CCI shall act as the Administrative Agent for the Project and complete required forms and reports as provided by state and federal statute and/or regulation for this type of facility. CCI shall provide annually to the Town a copy of its group home license.

H. ASSIGNMENT. This Agreement may not be assigned to another entity without express written authorization by the Town.

I. EFFECTIVE DATE. This Agreement will be effective upon approval and execution by both parties.

IN WITNESS WHEREOF, the Town and the CCI have executed this MOU in triplicate as of as of dates set forth below.

Attest:

TOWN OF NEWTON

Lorraine A. Read, Municipal Clerk
Date:

By: Helen Le Frois, Mayor

Attest:

CCI FOUNDATION, INC.

Date:

By:

Town Deed Restriction

Exhibit "A"

Prepared by:
Robert B. McBriar, Esq.

**MANDATORY DEED RESTRICTION FOR RENTAL PROJECT
DEED RESTRICTION**

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY

For Rental Property

**With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy**

THIS DEED RESTRICTION, entered into as of the later of the dates acknowledged below, by and between the TOWN OF NEWTON, a Municipal Corporation of the State of New Jersey, having offices at 39 Trinity Street, Newton, NJ 07860 ("Town") and CCI FOUNDATION, INC., a New Jersey Domestic Non-Profit Corporation, having offices at 185 Route 183, Stanhope, New Jersey 07874 ("Owner") of a community residence for the developmentally disabled, as referenced and defined in N.J.S.A. 40:55D-66.2 ("Project"),

WITNESSETH:

WHEREAS, the Town and Owner agree that the purpose of this Deed Restriction is to ensure that the property described in Article 2 below is, and shall remain, a supportive and special needs group home solely for low income individuals in accordance with the New Jersey Housing Mortgage Finance Agency ("HMFA") Law of 1983, as amended, N.J.S.A. 55:14K-1, et seq., the rules promulgated thereunder, N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (collectively referred to as "HMFA Requirements"), the Fair Housing Act ("FHA"), N.J.S.A. 52:27D-301 et seq., New Jersey Municipal Land Use Law, ("MLUL"), N.J.S.A. 40:55D-1 et seq., Town ordinances, resolutions, approvals, findings, recommendations and conditions (collectively referred to as "Town Requirements"), and the covenants, terms and conditions set forth herein.

Article 1. Consideration

In consideration of the contribution of **SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00)** from the Town's Affordable Housing Trust Fund to CCI FOUNDATION, INC. as the Housing Mortgage Finance Agency/Special Needs Housing Trust Fund applicant and owner of the Project, which funds were used for the construction of improvements more specifically described in Article 2, and/or the improvement of the Property in furtherance of the Project, the Owner hereby agrees to abide by the HMFA Requirements, FHA, MLUL, Town Requirements, and covenants, terms and conditions set forth in this Deed Restriction. Owner acknowledges and agrees that CCI FOUNDATION, INC. has received and expended the funds provided by the Town for the development of the Project and hereby waives, releases and discharges any and all claims, demands and/or causes of action that it may have or claim that it may have against the Town regarding the Affordable Housing Trust Funds provided by the Town.

Article 2. Description of Property

The "Property" consists of all of the land, and improvements thereon, located in the Town of Newton, County of Sussex, State of New Jersey, and described more specifically as **Block No. 14.03, Lot No. 11.01** and known by the street address 30 Madison Street, Newton, New Jersey (see legal description attached hereto as "Exhibit A").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time of 30 years (the "Control Period") with respect to four (4) rental units as a group home (low income) to be established on the Property as affordable housing, commencing upon the earlier of the date hereof or the date on which the Owner is in receipt of Certificate of Occupancy for each unit and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11 (as same may be amended or replaced), the Project and each restricted unit in the Project shall remain subject to the requirements of this subchapter, the "Control Period," until the Town elects to release the unit from such requirements. Prior to such a municipal election, each restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq., the "Uniform Controls").
- B. The Property shall be used solely as a group home for the purpose of providing rental dwelling units for low-income residents with developmental disabilities, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Town or its municipal administrative agent designated pursuant to N.J.A.C. 5:80-26.14 (hereinafter "Administrative Agent"), and/or any person who has not qualified under the license given by the State of New Jersey, Division of Developmental Disabilities, as applicable. So long as the Project remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless the underlying State license as a community residence for the developmentally disabled is transferred to the grantee. Otherwise, the sale must be approved in advance and in writing by the Town.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Town and its Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Town of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Town within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
- F. This Deed Restriction shall not be terminated or released in the event of a Judgment of Foreclosure on the Property that includes the affordable housing units that are designated in the Deed Restriction. An Execution or foreclosure sale by any creditor or mortgagee shall not result

in the termination or release of the affordable housing units from the provisions and restrictions of this Deed Restriction, nor shall the filing of bankruptcy affect the continued enforceability of this Affordable Housing Deed Restriction.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Town, to the State of New Jersey and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, (hereinafter collectively referred to as "Owner"), the Administrative Agent, the State and the Town shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. The Owner acknowledges that the Town has contributed \$60,000 from its Affordable Housing Trust Fund towards the acquisition of the Property and/or the Project, and as such requires that the Property remain subject to this Deed Restriction for at least the full thirty (30) year term. In the event of breach or other default by the Owner, the Administrative Agent or the Town may not only seek to enforce the Deed Restrictions but may also alternatively seek damages or compensation in an amount equal to the then current cost that the Town would incur to provide replacement affordable housing units at the time of breach or default by the Owner of the Property. The Owner shall be responsible for the cost of the four (4) units or in the event that less than four (4) units no longer qualify as affordable housing units under the then current statutes or regulations, the Owner shall pay the Town for that number of units. For example, in the event that the Owner of the Property breaches the Deed Restriction fifteen (15) years after its effective date for two (2) units and the cost for replacement units to the Town is \$50,000 per unit, the Owner of the Property shall be responsible for paying to the Town the sum of \$100,000 for the two (2) replacement units. The sum shall be payable upon demand and the Town shall have all rights to enforce this provision at law or in equity. In addition to the Town's rights under the provision for replacement units as previously stated, the Town shall have all remedies at law and equity including but not limited to the right to: (1) recoup any funds from a sale of the Property in violation of these Covenants; (2) collect the rents and/or apply to a Court of competent jurisdiction for the appointment of a rent receiver for the property and charge such costs incurred by the Town to the property owner; (3) divert rent proceeds from illegal rentals; (4) seek injunctive relief to prevent further violation of the Covenants; (5) entry on the premise(s); (6) as well as those remedies provided for under N.J.A.C. 5:80-1 et seq., as same may be amended. In the event that N.J.A.C. 5:80-1 is amended, modified or repealed, the Town's enforcement rights shall not be impaired regardless of the changes in the regulations. In the event that the Town or the Administrative Agent take any action to enforce this Deed Restriction, the Owner shall be responsible for all costs and expenses incurred by the Town or the Administrative Agent including but not limited to reasonable attorneys' fees, expert witness fees and costs of suit.

IN WITNESS WHEREOF, the Town and the Owner have executed this Deed Restriction in triplicate as of as of dates acknowledged below.

Attest:

TOWN OF NEWTON

Lorraine A. Read, Municipal Clerk

By: Helen Le Frois, Mayor

Attest:

CCI FOUNDATION, INC.

By:

ACKNOWLEDGMENTS

STATE OF NEW JERSEY, COUNTY OF SUSSEX

SS.:

I CERTIFY that on _____, 2019, LORRAINE A. READ (Municipal Clerk), personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) this person is the Municipal Clerk of the Town of Newton, the municipal corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by HELEN LE FROIS, the proper corporate officer who is the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its Council dated _____, 2019;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document;
- (e) this person signed this proof to attest to the truth of these facts;

Lorraine A. Read, Municipal Clerk

Signed and sworn before

me on _____

Notary Public of New Jersey

STATE OF NEW JERSEY, COUNTY OF SUSSEX

SS.:

I CERTIFY as follows:

1. On _____, 2019, _____ personally appeared before me;
2. I was satisfied that this person is the person who executed this instrument as _____ of CCI Foundation, Inc., the corporate entity named in this instrument; and
3. This person stated that (s)he was authorized to execute the instrument on behalf of the corporate entity, and that (s)he executed the instrument as the act of such corporate entity.

Notary Public/Attorney at Law of New Jersey

RECORD AND RETURN TO:

Robert B. McBriar, Esq.
Schenck, Price, Smith & King, LLP
351 Sparta Avenue
Sparta, NJ 07871

EXHIBIT A
(Property Description)

SCHEDULE A

Description of Remaining Lot 11.01 Block 14.03 in the Town of Newton, Sussex County, N.J.

Beginning at a point of intersection formed by the northwesterly sideline of Madison Street (40 ft. ROW) with the southwesterly sideline of Halsted Street (50 ft. ROW) and running, thence:

- 1) Southwesterly along the northwesterly sideline of Madison Street, S 49° 30' 00" W 100.45 ft., thence:
- 2) Northwesterly along the division line between Proposed Lot 11.02 and Remaining Lot 11.01 Block 14.03, N 46° 00' 00" W 70.66 ft. to a found iron pin, thence:
- 3) Northeasterly along the division line between Tax Lot 10 and Remaining Lot 11.01 Block 14.03, N 45° 07' 30" E 100.00 ft. to a found iron pin in the southwesterly sideline of Halsted Street, thence:
- 4) Southeasterly along said southwesterly sideline, S 46° 00' 00" E 78.33 ft. to the point or place of beginning.

Containing 7,448.41 +/- sq. ft. or 0.171 +/- acres

Subject to a Sight Triangle Easement described as follows:

Beginning at a point of intersection formed by the northwesterly sideline of Madison Street (40 ft. ROW) with the southwesterly sideline of Halsted Street (50 ft. ROW) and running, thence:

- 1) Southwesterly along the northwesterly sideline of Madison Street, S 49° 30' 00" W 35.00 ft., thence:
- 2) Northerly through Remaining Lot 11.01, N 01° 45' 00" E 47.07 ft. to the southwesterly sideline of Halsted Street, thence:
- 3) Southeasterly along said southwesterly sideline, S 46° 00' 00" E 35.00 ft. to the point or place of beginning.

Containing 610 +/- sq. ft. or .014 +/- acres.

The above description is in accordance with a map entitled "Minor Subdivision Plat - Tax Lot 11 Block 14.03 - Town of Newton, Sussex County, N.J." prepared by Nicholas J. Wunner, P.E. & P.L.S., License No. 22704 of WUNNER ENGINEERING ASSOC., P.A., P.O. Box 303, Succasunna, NJ 07876 dated 02/25/2015 and revised to 01/27/2017.



TOWN OF NEWTON

RESOLUTION #222-2019

November 13, 2019 **“Resolution of the Town of Newton Authorizing an Agreement for Payment in Lieu of Taxes Between the Town of Newton and CCI Foundation, Inc.”**

WHEREAS, CCI Foundation, Inc. (“CCI”), 185 Route 183, Stanhope, New Jersey 07874 proposes to construct a four (4) bedroom, supportive and special needs group home solely for low income individuals, on property located along Madison Avenue, identified on the Official Tax Maps of the Town as Block 14.03, Lot 11.01 (hereinafter “the Project”) in order to assist it in providing affordable housing in the Town; and

WHEREAS, CCI has agreed to deed restrict the units as affordable housing units, pursuant to the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. The deed restriction will be recorded and filed in the Sussex County Clerk’s Office; and

WHEREAS, as part of CCI’s housing project, it has requested that the Town enter into the attached Agreement for Payment in Lieu of Taxes (“Agreement”) by which the Town agrees to accept payments in lieu of taxes (P.I.L.O.T.) in return for the tax exemption as reflected in the Agreement; and

WHEREAS, the project will be subject to the requirements of the New Jersey Housing and Mortgage Financing Agency (“HMFA”) and the mortgage and other loan documents executed between CCI and HMFA pursuant to the New Jersey Housing and Mortgage Financing Agency Law, N.J.S.A. 55:14K-1 et seq.; and

WHEREAS, CCI has agreed, as a condition of the Town’s tax exemption and the P.I.L.O.T. that the project shall remain as a COAH qualified inclusionary development for the thirty (30) year term of the Agreement; and

WHEREAS, CCI has presented to the Town Council a revenue projection for the project which sets forth the anticipated revenue to be received from the operation of the project as estimated by CCI, a copy of which is attached to the Agreement as Exhibit “A”;

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

1. The Council finds that the proposed project will meet or meets an existing housing need.
2. The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA requirements with the intent and purpose that the HMFA shall rely thereon in making a mortgage loan to CCI, which shall construct, own and operate the project.

3. The Agreement for Payment in Lieu of Taxes between the Town of Newton and CCI (Exhibit "A") is hereby approved subject to the terms and conditions contained in this Resolution, with the intent and purpose that from the date of execution of the HMFA mortgage, the proposed project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA requirements, provided that payments in lieu of taxes for municipal services supplied to the project are made to the Town in such amounts and manner set forth in the Agreement.

4. This Resolution is further conditioned upon CCI complying within all terms and conditions with the Agreement.

BE IT FURTHER RESOLVED that the Mayor and Town Clerk are authorized to sign the Agreement on behalf of the Town.

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 Wednesday, November 13, 2019.

Lorraine A. Read, RMC
Municipal Clerk

EXHIBIT A

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

MADISON STREET SUPPORTIVE HOUSING
HMFA #03362/SNHTF #505

THIS AGREEMENT, made this ____ day of _____, 2019, between CCI FOUNDATION, INC., a corporation of the State of New Jersey, having its principal office at 185 Route 183, Stanhope, New Jersey 07874 (hereinafter referred to as the “Sponsor”), and the TOWN OF NEWTON, a municipal corporation in the County of Sussex and State of New Jersey (hereinafter the “Municipality”).

WITNESSETH:

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

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter “HMFA Law”) and a Resolution of the Council of the Municipality dated _____, 2019, (the “Resolution”) and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the “Agency”), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on that parcel of land designated as Block 14.03, Lot 11.01 as shown on the Official Assessment Map of the Town of Newton, and more commonly referred to as 30 Madison Street, New Jersey. Sponsor has deed restricted the units as affordable housing rental units for low income residents, pursuant to the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. The deed restriction shall be recorded and filed in the Sussex County Clerk’s Office.

3. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the “Agency Mortgage”), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the Sponsor’s obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years. The Sponsor has agreed, as a condition of the Town’s tax exemption that the Project shall remain as a COAH qualified inclusionary development for the thirty (30) year term of this Agreement.

4. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

- (1) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the municipality in an amount equal to the taxes due on the property for the year preceding the recording of the Agency Mortgage, prorated on a per diem basis. As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project.
- (2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 20% of Project Revenues.

(b) As used herein, "Project Revenues" means the total annual gross rental or carrying charge and other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any.

(c) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 5 below.

5. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 20% of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit

Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage. Upon the payment in full of the Agency Mortgage, the Sponsor or its successor, as applicable, shall give notice to the Municipality within ten (10) business days of the date the Agency Mortgage is paid.

7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to CCI Foundation, Inc., 185 Route 183, Stanhope, New Jersey 07874, Attn: Deserie Fisher, or to such other address as the Sponsor may hereafter designate in writing, and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Mayor, Town of Newton, 39 Trinity Street, Newton, New Jersey 07860, or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

10. This Agreement is governed by the laws of the State of New Jersey. In the event of breach of this Agreement by either of the parties hereto, or a dispute arising between the parties in reference to the terms and provisions set forth herein, either party may apply to the Superior Court, Chancery Division with venue in Sussex County, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law. Each party consents to jurisdiction of such court and venue in Sussex County.

11. If any term or provision of this Agreement or the agreements referenced herein shall be invalid, illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, unless the exclusion of the invalid, illegal or unenforceable provision materially alters the parties' agreement.

12. This Agreement is binding on the parties, their permitted successors and/or assigns. This Agreement shall not be assigned or transferred except as may be specifically provided for in this Agreement. It is understood and agreed that the Municipality, on written application by the Sponsor, may consent to a sale of the Project and the transfer of this Agreement by approval of the Council provided: (1) the transferee entity qualifies under the HMFA Law and is obligated under the Agency Mortgage; (2) the Sponsor is not then in Default of this Agreement or the Law; (3) the Sponsor's obligations under this Agreement are fully assumed by the transferee entity; and (4) the transferee entity agrees to abide by all terms and conditions of this Agreement including, without limitation, the filing of a tax abatement application, and any other terms and conditions of the Municipality in regard to the Project. The

exemption set forth within this Agreement shall only remain in effect, however, for so long as the Sponsor or any assignee qualifies under the HMFA Law of any other state law applicable at the time of this Agreement and is obligated under the Agency Mortgage. Any assignment or agreement in violation of this Section shall be void and of no effect.

13. No amendment, modification or variance from this Agreement shall be binding on any party without the written consent of the parties and subject to approval of the Council.

14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

ATTEST:

**SPONSOR:
CCI FOUNDATION, INC.**

By: _____

ATTEST:

**MUNICIPALITY:
TOWN OF NEWTON**

By: Helen Le Frois, Mayor

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

EXHIBIT A

**FINANCIAL ESTIMATE RELATING TO ANNUAL PAYMENTS
IN LIEU OF TAXES OF CCI FOUNDATION, INC.**

With regard to a housing development to be constructed and known as the Madison Street Supportive Housing Project, located at Block 14.03, Lot 11.01, in the Town of Newton, County of Sussex, and State of New Jersey.

Dated: October _____, 2019

Estimated Annual Project Revenues:	\$23,400.00
Less vacancy:	(\$ 1,170.00)
Less utilities:	(\$ 3,000.00)
Basis for PILOT:	\$19,230.00
Multiplied by PILOT Rate:	20%
<hr/>	
Year 1 Municipal Annual Service Charge:	\$3,846.00



TOWN OF NEWTON

RESOLUTION #223-2019

November 13, 2019 “Authorization to Provide for the Purchase of Road Salt and Snow Grit for the Department of Public Works for the Town of Newton”

WHEREAS, the County of Sussex advertised for Ice Control Materials (Rock Salt and Snow Grit) on June 25, 2019 and publicly received the bids July 16, 2019; and

WHEREAS, the bid proposals included an option for the bidder to provide goods and/or services to other governmental contracting units within the County of Sussex and without substitution or deviation from the bid specification; and

WHEREAS, the following vendors were awarded contracts for road salt and snow grit and have extended their pricing to municipalities, thereby affording the Town of Newton the opportunity of direct purchase without competitive bidding:

<u>Rock Salt</u>	<u>Price Per Ton</u>
Morton Salt 444 West Lake Street, Suite 3000 Chicago, IL 60606	\$51.98
<u>Snow Grit</u> 284 Aggregates LLC 10 Route 284 Sussex, NJ 07461	\$9.99
Braen Stone PO Box 8310 Haledon, NJ 07538-8310	\$9.97
North Church Gravel 216 North Church Rd Franklin, NJ 07416	\$9.09
Stavola Construction Materials 175 Drift Road Tinton Falls, NJ 07724	\$11.00

WHEREAS, the Chief Financial Officer has certified funds are available in the 2019 Town of Newton operating budget to award these contracts for the 2019 portion of the contracts up to \$34,000;

- 500 ton of salt, not to exceed \$30,000 from account number 1081239
- 400 ton of grit, not to exceed \$4,000 from account number 1081239

2019 Current Budget - Snow Removal O&E Materials and Supplies - #1081239

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Newton does hereby award a contract for the purchase of road salt from Morton Salt at the Sussex County price of \$51.98 per ton and Snow Grit from 284 North Church Gravel at \$9.09 per ton, 284 Aggregates LLC at \$9.99 per ton and Braen Stone at \$9.97 per ton.

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 Wednesday, November 13, 2019.

Lorraine A. Read, RMC
Municipal Clerk

WHEREAS, this Contract will be an open-ended Contract with expenditures based on the needs of the Division of Public Works; and

WHEREAS, the bidders have agreed to extend all bid pricing to the date declared in their bid proposal to other municipalities and governmental entities of Sussex County; and

WHEREAS, all purchases of Ice Control Materials under this Contract shall have funds certified by the County Treasurer through an appropriately prepared and approved purchase requisition prior to the request for delivery of materials.

NOW, THEREFORE, BE IT RESOLVED that upon the recommendation of the Division of Public Works, the Sussex County Board of Chosen Freeholders does hereby award a Contract for Ice Control Supplies (Rock Salt and Snow Grit) for the County of Sussex, Division of Public Works to the above listed vendors in the amount based on the unit prices of the quantity ordered and received; and

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute said award of Contract; and

BE IT FURTHER RESOLVED that this Contract shall be in effect from August 14, 2019 through August 13, 2020, with the County reserving the right to extend said contract for one (1) additional and consecutive one (1) year period; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the contract vendors at the above addresses.

Certified as a true copy of a
Resolution adopted by the Board
of Chosen Freeholders
on the 14th day of August, 2019.

Suzanne Givone
~~Teresa Lyons, Clerk~~ *Suzanne Givone*
Board of Chosen Freeholders
County of Sussex
clerk PRO Temp

RECORD OF VOTE						
FREEHOLDER	AYE	NAY	ABST	ABS	MOVE	SEC
Fantasia	✓					
Graham	✓				✓	
Hertzberg	✓					✓
Pelillo				✓		
Yardley	✓					

ABST - Abstain
MOVE - Resolution Moved

ABS - Absent
SEC - Resolution Seconded

**RESOLUTION RE: AWARD OF CONTRACT FOR SUPPLY AND DELIVERY OF
ICE CONTROL MATERIALS (ROCK SALT AND SNOW GRIT)
2019 – 2020 FOR THE COUNTY OF SUSSEX DIVISION OF
PUBLIC WORKS TO VARIOUS VENDORS FOR PERIOD
AUGUST 14, 2019 THROUGH AUGUST 13, 2020**

WHEREAS, public bids were advertised for Ice Control Materials (Rock Salt and Snow Grit) for the County of Sussex, Division of Public Works on June 25, 2019 and publicly received by the Sussex County Bid Proposal Committee on July 16, 2019; and

WHEREAS, the bids received were reviewed by the Division of Public Works and the Purchasing Agent; and

WHEREAS, it has been recommended by the Director of the Division of Public Works that an award be made to the following responsible bidders:

Rock Salt:

Morton Salt	\$51.98 per ton
444 West Lake Street, Suite 3000	
Chicago, IL 60606	

Snow Grit:

284 Aggregates LLC	\$9.99 per ton
10 Route 284	
Wantage, NJ 07461	

Braen Stone	\$9.97 per ton
PO Box 8310	
Haledon, NJ 07538-8310	

North Church Gravel	\$9.09 per ton
216 North Church Rd	
Franklin, NJ 07416	

Stavola Construction Materials, Inc.	\$11.00 per ton
175 Drift Road	
Tinton Falls, NJ 07724	

The recommendation for snow grit was based on price per ton, location and proximity to our district locations.



TOWN OF NEWTON

RESOLUTION #224-2019

November 13, 2019 "Authorize the Award of a Required Disclosure Contract for Suburban Consulting Engineers, Inc., Design and Construction Administration Services for the Community Pool Renovations at Memory Park"

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

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

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

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

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

WHEREAS, the Chief Financial Officer hereby certifies subject to the Governing Body appropriating sufficient funds in the 2019 budget, funds NOT TO EXCEED \$39,500.00 will be encumbered as follows:

Capital – ORD #2019-9 Pool Improvements #3091909

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract Design and Construction Administration Services for the Community Pool Renovations at Memory Park with Suburban Consulting Engineers, Inc., not to exceed \$39,500.00; and

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

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, November 13, 2019.

Lorraine A. Read, RMC
Municipal Clerk



September 10, 2019

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 Renovations – Engineering Services
South Park Drive
Block 9.03, Lot 22
Our File No.: Proposal SCE-P10684.021

Dear Mr. Russo:

Pursuant to our recent meeting, **SUBURBAN CONSULTING ENGINEERS, INC. (SCE)** is pleased to provide the following proposal for Professional Engineering, Design and Construction Administration Services for the Community Pool Renovation located at Memory Park in the Town of Newton, County of Sussex, New Jersey. We recently performed an assessment evaluation of the pool's existing condition and have recommended several potential restoration options for the Town's consideration. As a result, it is our understanding that the Town is seeking to proceed with modifications to the existing pool structure that will upgrade its present use for re-opening in the summer of 2020.

SCE will develop design plans and construction documents and specifications suitable for public bidding and construction of the project. The SCE Project Team has designed many aquatic complexes for public agencies. The scope of services to be performed by the SCE Project Team are described below:

Scope of Services

Services will be provided to modify the existing pool structure as follows:

- Removal and replacement of the interior plaster finish;
- Elimination of two (2) walk-in step areas;
- New walk-in steps across the entirety of the shallow end;
- Filling of the deep end structure with a new shallower concrete deep end profile with associated subsurface drainage piping infrastructure;
- Relocation of starting platforms and one existing drop slide;
- New tile lanes, depth and warning markings;



- Replacement or repairs as necessary to some of drains and anti-entrapment covers may be required; and,
- *Assessment and design of a water feature/splash pad within the wading pool area**.

Based on our discussions with the Town, it is our understanding that the targeted construction budget for the project has not yet been determined, and the project cost will be estimated, reviewed and confirmed during the Design Phase. **Note that this may impact the extent of options to be bid including the proposed water feature area.*

I. Survey Basemapping Phase

Existing Conditions and Topographic Survey

As part of SCE's prior assessment contract, a LiDAR survey scan of the main and wading pool and surrounding areas to the fencing limits was performed which will be used as the basis for developing existing conditions basemapping. Additional topographic coverage limits will be needed to supplement this previous effort to support the engineering design and drainage infrastructure outfall areas towards the lower entrance area. SCE's in-house survey personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including but not limited to GPS and robotic stations to conduct topographic and planimetric survey of the improvement areas. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.

Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of 1 inch = 20 feet to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out as well as the visible surface structures and review of previously available mapping provided to SCE. Presence of known utility information will be identified and noted at both surface and subsurface level.

The field survey work will depict current site conditions, surface features and topography. SCE will utilize Civil 3D design software to map and model the existing and proposed conditions. The model will be utilized to establish proper grading and drainage improvements. The completed survey will include, but not be limited to the following:

- Property lines (approximate based on field evidence and record maps including current Tax Maps).
- Topography with 1-foot contour intervals and various spot elevations (as necessary).
- Nearby sanitary and storm sewer features (rim/grate and invert elevations).
- Building, pool and patio limits, driveways, walls, fences and curb (or edge of pavement). Material type will be noted for all features.



- All visible and underground utilities as marked by appropriate authorities including, but not limited to, water, gas, oil, electric, and telecommunications.
- Trees, sign posts, benches, fences, etc.

A Partial Existing Conditions & Topographic Survey of the site in question will be created and it is understood this base map will be the basis of the design. Property lines and/or easements will be shown per the latest Tax Maps from the local authorities and from information made available by the Town.

It should be noted that a boundary survey of the overall site or establishment of the adjacent boundary lines is not included nor assumed to be necessary in this scope of work. Should a boundary survey be requested, a separate proposal for such services will be provided.

II. Design Phase

- A. Concept Design Phase will include a Project kickoff Meeting with the Town to confirm the anticipated pool modifications. Initial layout concepts and project scheduling will be discussed along with any color schemes and or features for consideration.
- B. Design Development Phase will include detailing of proposed improvements including step renovations, new shallowed deep end and subsurface drainage improvements, *water features** design and coordination with pool system utilities. We will review these added features as well as preliminary product types to be used for plastering and tile finishes. A construction cost estimate will be also prepared and discussed with the Town prior to proceeding with the Construction Document Phase. This design meeting is included to confirm scope, layouts and project coordination.

**Note: Any water features/splash pad design services are listed as an optional fee under our Fee Proposal section.*
- C. Construction Document Phase will include completion of design drawings for a Ready to Construct set coordinated with other trades. Specifications will be included with our complete package and contain the following:
 - a. Pool resurfacing layouts and dimensions.
 - b. Pool markings and depth indications.
 - c. Pool deck layout and onsite equipment locations to remain or relocated.
- D. Completion of drawings signed and sealed by a NJ Licensed Professional Engineer for the Pool Improvements, as well as Details for Bidding and Construction of the project.
- E. One (1) unbound copy of the drawings and specifications will be submitted to the Borough Manager at the end of each phase. One copy will also be sent electronically as a PDF file.



III. Bid and Award Phase

- A. It is our understanding that the Town is the Lead Agency for the Bid and Award Phase and that attendance by SCE representatives at pre-bid meetings or bid opening meetings may be required. SCE will assist in the bid process with the Town, who will take the lead in the advertising, bid and award phase of the project. Should questions arise by bidders/contractors, SCE will clarify any ambiguities and answer questions from potential bidders pertaining to the project.
- B. SCE will notify responsible commercial pool builders of the project to encourage competitive bidding.
- C. SCE will issue any Addendum or clarification notes or sketches as required during the bid period.
- D. SCE anticipates that this design and bid process will be required to be performed one (1) single time for the entire project simultaneously. Costs associated with this approach have been included in the fee proposal. Should more than one (1) bid period be required then additional fees and costs will be required.
- E. SCE will assist the Town in the review of review bids received for the project and will prepare a bid summary sheet and recommendation letter of award.

IV. Construction Phase

- A. SCE will review and evaluate Contractor's Progress Schedule and Schedule of Values.
- B. We will review and approve Contractor's Shop Drawings and catalog cut sheets.
- C. SCE will attend periodic job meetings with Contractors and document observations of work at time of meeting. A maximum of eight (8) site observations and preparation of site inspection reports will be provided during construction. Additional meetings may be scheduled upon request by the Town and will be invoiced as an additional cost on a time and material basis.
- D. We will review portions of the Contractor's Application and Request for Payment.
- E. SCE will attend one (1) closeout meeting and issue a Punchlist with required corrective measures as required.

It should be noted that SCE has provided this minimal scope of work for Construction Phase Services to meet the budgetary needs of the Town. Should extraordinary field conditions or construction delays occur that require additional time or services, which would exceed this proposed scope of work and limited site visits, SCE will provide a written re-evaluation of the



extent of services needed to complete the project prior to performing any such services. No additional services will be performed without prior authorization.

Fee Proposal

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

I.	Survey and Base Map Phase	Lump Sum Fee	\$ 4,200
II.	Design Phase	Lump Sum Fee	\$ 24,300
III.	Bid Phase	Lump Sum Fee	\$ 2,200
IV.	<u>Construction Phase</u>	Lump Sum Fee	\$ 8,800
TOTAL LUMP SUM FEE			\$ 39,500

Optional Service:

<u>Water Features/Splash Pad Design</u>	Lump Sum Fee	\$17,300
TOTAL LUMP SUM FEE W/ OPTIONAL SERVICES		\$56,800

Project Schedule

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

Fee Structure

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

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

- Principal/Project Officer \$160/hour
- Project Manager \$155/hour
- Senior Engineer/Project Coordinator \$145/hour
- Engineer \$130/hour
- Landscape Architect \$130/hour
- Professional Land Surveyor \$130/hour
- Senior Designer/Senior Environmental Scientist \$120/hour
- Designer/GIS Analyst/Environmental Scientist \$115/hour
- Technician \$100/hour



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

Services Not Included Unless Authorized

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

- Any local, county, or state permitting services.
- Surveying services (other than indicated).

Standard Contract Terms & Conditions

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

Termination of Contract

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

Hazardous Environmental Conditions

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



Ownership of Documents

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

Indemnification

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

Force Majeure

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

Dispute Resolution

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

Use of Electronic Media

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

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques,



sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

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

Professional Responsibility

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

Right of Entry

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

Statute of Limitations

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

Billing Schedule

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



Both parties understand that work will be stopped if account is not current; signed drawings will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P10684.021) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

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

Accepted this 16th Day of October 2019

By: 
Thamee S Russo Jr, Town Manager (Printed Name and Title)



TOWN OF NEWTON

RESOLUTION #225-2019

November 13, 2019 **“Authorizing the Adoption of the Town of Newton Domestic Violence Policy and Designating the Town Human Resources Director as the HRO and the Town Manager as the Secondary HRO”**

WHEREAS, N.J.S.A. 11A:2-6a requires all municipalities to adopt and distribute the State of New Jersey Domestic Violence Policy for Public Employees, developed by the Civil Service Commission; and

WHEREAS, the Town must now adopt a Domestic Violence Policy and, among other things, designate a Human Resources Officer (“HRO”) and secondary HRO to receive and address questions about domestic violence;

NOW, THEREFORE, BE IT RESOLVED by the Town of Newton that the attached Town of Newton Domestic Violence Policy is hereby adopted and shall be distributed to all current employees and provided to new hires; and

BE IT FURTHER RESOLVED that the Town hereby designates the Human Resources Director as the HRO and the Town Manager as the Secondary HRO, as required by law.

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 Wednesday, November 13, 2019.

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON DOMESTIC VIOLENCE POLICY

The purpose of this policy is also to encourage employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their human resources officers and provide a standard for human resources officers to follow when responding to employees.

DEFINITIONS

- 1) Domestic Violence - Acts or threatened acts, that are used by a perpetrator to gain power and control over a current or former spouse, family member, household member, intimate partner, someone the perpetrator dated, or person with whom the perpetrator shares a child in common or anticipates having a child in common if one of the parties is pregnant. Domestic violence includes, but is not limited to the following: physical violence; injury; intimidation; sexual violence or abuse; emotional and/or psychological intimidation; verbal abuse; threats; harassment; cyber harassment; stalking; economic abuse or control; damaging property to intimidate or attempt to control the behavior of a person in a relationship with the perpetrator; strangulation; or abuse of animals or pets.
- 2) Abuser/Perpetrator - An individual who commits or threatens to commit an act of domestic violence, including unwarranted violence against individuals and animals. Other abusive behaviors and forms of violence can include the following: bullying, humiliating, isolating, intimidating, harassing, stalking, or threatening the victim, disturbing someone's peace, or destroying someone's property.
- 3) Human Resources Officer (HRO) -An employee of a public employer with a human resources job title, or its equivalent, who is responsible for orienting, training, counseling, and appraising staff. Persons designated by the employer as the primary or secondary contact to assist employees in reporting domestic violence incidents.
- 4) Intimate Partner - Partners of any sexual orientation or preference who have been legally married or formerly married to one another, have a child or children in common, or anticipate having a child in common if one party is pregnant. Intimate partner also includes those who live together or have lived together, as well as persons who are dating or have dated in the past.
- 5) Temporary Restraining Order (TRO) - A civil court order issued by a judge to protect the life, health or well-being of a victim. TROs can prohibit domestic violence offenders from having contact with victims, either in person or through any means of communication, including third parties. TROs also can prohibit offenders from a victim's home and workplace. A violation of a TRO may be a criminal offense. A TRO will last approximately 10 business days, or until a court holds a hearing to determine if a Final Restraining Order (FRO) is needed. In New Jersey, there is no expiration of a FRO.

- 6) Victim - A person who is 18 years of age or older or who is an emancipated minor and who has been subjected to domestic violence by a spouse, former spouse, or any other person who is a present household member or was at any time a household member. A victim of domestic violence is also any person, regardless of age, who has been subjected to domestic violence by one of the following actors: a person with whom the victim has a child in common; a person with whom the victim anticipates having a child in common, if one of the parties is pregnant; and a person with whom the victim has had a dating relationship.
- 7) Workplace-Related Incidents - Incidents of domestic violence, sexual violence, dating violence, and stalking, including acts, attempted acts, or threatened acts by or against employees, the families of employees, and/or their property, that imperil the safety, well-being, or productivity of any person associated with a public employee in the State of New Jersey, regardless of whether the act occurred in or outside the organization's physical workplace. An employee is considered to be in the workplace while in or using the resources of the employer. This includes, but is not limited to, facilities, work sites, equipment, vehicles, or while on work-related travel.

PERSONS COVERED BY THIS POLICY

All employees are covered under this policy. Casual/seasonal employees, interns, volunteers and temporary employees of any public employer at any workplace location are also covered under this policy.

DESIGNATED HUMAN RESOURCES OFFICER

The Town has designated the Human Resources Director as the HRO for the Town. The Town Manager is designated as the secondary HRO in the event the HRO is not available.

Managers and supervisors are often aware of circumstances involving an employee who is experiencing domestic violence. Managers and supervisors are required to refer any employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO. Managers and supervisors must maintain confidentiality, to the extent possible, and be sensitive, compassionate, and respectful to the needs of persons who are victims of domestic violence.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report. For example, if there is any indication a child may also be a victim, reporting is mandatory to the Department of Children and Families, Child Protection and Permanency, under N.J.S.A. 9:6-8.13.

DOMESTIC VIOLENCE REPORTING PROCEDURES

Employees who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. Employees who have information about or witness an act of domestic violence against an employee, are encouraged to report that information to the designated HRO, unless the employee is required to report the domestic violence pursuant

to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the employee must so report to the appropriate authority in addition to reporting to the designated HRO. Nothing in this policy shall preclude an employee from contacting 911 in emergency situations. Indeed, HROs shall remind employees to contact 911 if they feel they are in immediate danger.

Each designated HRO shall:

- A. Immediately respond to an employee upon request and provide a safe and confidential location to allow the employee to discuss the circumstances surrounding the domestic violence incident and the request for assistance.
- B. Determine whether there is an imminent and emergent need to contact 911 and/or local law enforcement.
- C. Provide the employee with resource information and a confidential telephone line to make necessary calls for services for emergent intervention and supportive services, when appropriate. The HRO or the employee can contact the appropriate Employee Assistance Program to assist with securing resources and confidential services.
- D. Refer the employee to the provisions and protections of The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act), referenced under Section VIII of this policy.
- E. In cases where domestic violence involved a sexual touching or sexual assault between state employees, the HRO is also required to report the incident to their agency's EEO Officer or Title IX Officer, as appropriate.
- F. If there is a report of sexual assault or abuse, the victim should be offered the services of the Sexual Assault Response Team.
- G. Maintain the confidentiality of the employee and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to this policy. (See Section VI).
- H. Upon the employee's consent, the employee may provide the HRO with copies of any TROs, FROs, and/or civil restraint agreements that pertain to restraints in the work place and ensure that security personnel are aware of the names of individuals who are prohibited from appearing at the work location while the employee who sought the restraining order is present. All copies of TROs and FROs must be kept in a separate confidential personnel file.

CONFIDENTIALITY POLICY

In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law. Thus, this policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report.

This confidentiality policy shall not prevent disclosure where to do so would result in physical harm to any person or jeopardize safety within the workplace. When information must be disclosed to protect the safety of individuals in the workplace, the HRO shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others and comply with the law. The HRO shall provide advance notice to the employee who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere. The HRO shall also provide the employee with the name and title of the person to whom they intend to provide the employee's statement and shall explain the necessity and purpose regarding the disclosure. For example, if the substance of the disclosure presents a threat to employees, then law enforcement will be alerted immediately.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines where mandatory reporting is required by the appointing authority or a specific class of employees.

CONFIDENTIALITY OF EMPLOYEE RECORDS

To ensure confidentiality and accuracy of information, this policy requires the HRO to keep all documents and reports of domestic violence in confidential personnel file separate from the employee's other personnel records. These records shall be considered personnel records and shall not be government records available for public access under the Open Public Records Act. See N.J.S.A. 47:1A-10.

THE NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT

The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1, et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence.

The NJ SAFE Act allows a maximum of 20 days of unpaid leave in one 12-month period, to be used within 12 months following any act of domestic or sexual violence. To be eligible, the employee must have worked at least 1,000 hours during the 12-month period immediately before the act of domestic or sexual violence. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during 20 or more calendar weeks in the current or immediately preceding calendar year. This leave can be taken intermittently in days, but not hours.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19 and N.J.S.A. 30:4-27.6, respectively. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic or sexual violence.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities, for themselves, or a child, parent, spouse, domestic partner, or civil union partner, as they relate to an incident of domestic or sexual violence:

- A. Seeking medical attention;
- B. Obtaining services from a victim services organization;
- C. Obtaining psychological or other counseling;
- D. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase safety;
- E. Seeking legal assistance or remedies to ensure health and safety of the victim; or
- F. Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

PUBLIC EMPLOYER DOMESTIC VIOLENCE ACTION PLAN

The Town has established the following action plan:

- A. The Human Resources Director has been designated the HRO and the Town Manager has been designated the secondary HRO.
- B. The Town recognizes that an employee may need an accommodation as the employee may experience temporary difficulty fulfilling job responsibilities.
- C. The Town will provide reasonable accommodations to ensure the employee's safety. Reasonable accommodations may include, but are not limited to, the following: implementation of safety measures; transfer or reassignment; modified work schedule; change in work telephone number or work-station location; assistance in documenting the violence occurring in the workplace; an implemented safety procedure, or other accommodation approved by the employer.
- D. The Town will advise the employee of information concerning the NJ SAFE Act; Family and Medical Leave Act (FMLA); or Family Leave Act (FLA); Temporary Disability Insurance (TOI); or Americans with Disabilities Act (ADA); or other reasonable flexible leave options when an employee, or his or her child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic violence.
- E. The Town is committed to adherence to the provisions of the NJ SAFE Act, including that the employer will not retaliate against, terminate, or discipline any employee for reporting information about incidents of domestic violence, as defined in this policy, if the victim provides notice to their Human Resources Office of the status or if the Human Resources Office has reason to believe an employee is a victim of domestic violence.
- F. The Town hereby advises any employee, who believes he or she has been subjected to adverse action as a result of making a report pursuant to this policy, of the civil right of action under the NJ SAFE ACT. And advise any employee to contact their designated Labor Relations Officer, Conscientious Employees Protection Act (CEPA) Officer and/or Equal Employment Opportunity Officer in the event they believe the adverse action is a violation of their collective bargaining agreement, the Conscientious Employees Protection Act or the New Jersey Law Against Discrimination and corresponding policies.
- G. Employers, their designated HRO, and employees should familiarize themselves with this policy. This policy shall be provided to all employees upon execution and to all new employees upon hiring. Information and resources about domestic violence are

encouraged to be placed in visible areas, such as restrooms, cafeterias, breakrooms, and where other resource information is located.

RESOURCES

This policy provides an Appendix listing resources and program information readily available to assist victims of domestic violence. These resources will be provided by the designated HRO to any victim of domestic violence at the time of reporting.

STATE OF NEW JERSEY
DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS

APPENDIX

I. RESOURCES AND ADVOCACY INFORMATION

Statewide Domestic Violence Hotline 1-800-572-SAFE (7233).

Guide to Services for Victims of Domestic Violence

**NJ Division on Women
Department of Children and Families
50 East State Street
PO Box 729
Trenton, NJ 08625-0729
Phone: (609) 888-7164**

Web: <https://www.nj.gov/dcf/women/>

New Jersey Coalition to End Domestic Violence

1670 Whitehorse-Hamilton Square Road • Trenton, New Jersey 08690-3541
24HR Helpline: 800-572-7233 / DV Legal Helpline: 844-403-2111 / VP: 609-434-3838
info@njcedv.org Training Institute <https://www.njcedv.org/>

The New Jersey Coalition to End Domestic Violence (NJCEDV) is a statewide coalition of domestic violence service programs and concerned individuals whose purpose and mission is to end domestic violence in New Jersey. NJCEDV performs its work through advocacy for survivors of domestic violence; collaboration with state agencies and its member programs; education and training; and technical assistance for its members and the community.

Futures Without Violence

FUTURES has been providing groundbreaking programs, policies, and campaigns that empower individuals and organizations working to end violence against women and children around the world. <https://www.futureswithoutviolence.org/>

Washington, DC Office
1320 19th St. NW
Suite 401
Washington, D.C. 20036
Phone: (202) 595-7382

Fax: (202) 499-6757

II. LAWS PROTECTING VICTIMS OF DOMESTIC VIOLENCE

The State of New Jersey Policy on Discrimination in the Workplace. Under this policy, forms of employment discrimination or harassment based upon the following protected categories are prohibited and will not be tolerated: race, creed, color, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability.

<https://www.state.nj.us/csc/about/divisions/eo/laws.html>

The New Jersey Law Against Discrimination (N.J.S.A. 10:5-12) (LAD) makes it unlawful to subject people to differential treatment based on race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, perceived disability, and AIDS and HIV status. The LAD prohibits unlawful discrimination in employment, housing, places of public accommodation, credit and business contracts. Not all of the foregoing prohibited bases for discrimination are protected in all of these areas of activity. For example, familial status is only protected with respect to housing. The Division has promulgated regulations that explain that a place of public accommodation must make reasonable modifications to its policies, practices or procedures to ensure that people with disabilities have access to public places. The regulations also explain that under the LAD, these reasonable accommodations may include actions such as providing auxiliary aides and making physical changes to ensure paths of travel.

The Application of Title VII and the ADA to Applicants or Employees Who Experience Domestic or Dating Violence, Sexual Assault, or Stalking: Questions and Answers

https://www.eeoc.gov//eeoc/publications/qa_domestic_violence.cfm

New Jersey SAFE Act

The New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"), P.L. 2013, c.82, provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during each of 20 or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19, or a victim of a sexually violent offense, as that term is defined in N.J.S.A. 30:4-27.6. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- (1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (2) Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner
- (3) Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
- (6) Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with any paid vacation leave, personal leave, or medical or sick leave that the employee elects to use or which the employer requires the employee to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the NJ SAFE Act and the Family Leave Act, N.J.S.A. 34:11B-1 et seq., or the federal Family and Medical Leave Act, 20 U.S.C. 2601 et seq., the leave shall count simultaneously against the employee's entitlement under each respective law.

Employees eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave. The employee must provide the employer with written notice as far in advance as reasonable and practicable under the circumstances. The employer has the right to require the employee to provide the employer with documentation of the domestic violence or sexually violent offense that is the basis for the leave. The employer must retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or State law, rule or regulation.

The NJ SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the NJ SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the NJ SAFE Act.

To obtain relief for a violation of the NJ SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one year of the date of the alleged violation.

<https://nj.gov/labor/>

AD-289 (9/13)

III. RESOURCES

The Department of Children and Families Office of Domestic Violence Services (ODVS) funds 23 domestic violence programs and the New Jersey Coalition to End Domestic Violence. There is at least one DCF-funded domestic violence program in each of New Jersey's 21 counties. The Office of Domestic Violence Services funds domestic violence services that serve the needs of victims in every county. Services for survivors, victims, and their families include emergency shelters, 24-hour hotlines, counseling, children's services, and financial, housing and legal advocacy.

The Office of the Prevention of Violence Against Women funds services that serve the needs of sexual assault victims and sexual violence prevention programs in every county. Services include a 24-hour hotline, crisis counseling, accompaniments by a confidential sexual violence advocate, and financial, housing and legal advocacy.

Through displaced homemaker programs, the Office of Support, Employment, and Training helps individuals gain or upgrade their skills for today's work force and become economically self-sufficient. Individuals can attend short term educational or training programs.

DOW Services

- Funds, monitors, and evaluates programs for the advancement of women
- Develops new programs to serve women
- Refers women to direct service providers
- Provides information on women's issue to the public
- Provides technical assistance to agencies representing women
- Represents women on boards, commissions, councils, committees, and task forces and provides input and recommendations on issues pertaining to the Division's Mission

The Family and Community Partnerships/Division on Women

Community Program Directory

<https://www.nj.gov/dcf/families/dfcp/DFCPDirectory.pdf>

This FCP/DOW Community Program Directory represents an ongoing commitment by DCF to increase access to resources that are designed to strengthen families, prevent child abuse or neglect, and empower survivors of domestic and sexual violence. The services identified in this Directory are funded by DCF's Family and Community Partnerships, a grant-making and best practices team committed to strengthening New Jersey's families. The directory receives continuous updates online as additional resources for families become available or as changes occur.

Other Programs in New Jersey through the Division on Women Office of Domestic Violence Services :

To find domestic violence resources by county, click on the related link to view [DFCP/DOW's Community Program Directory](#).

For more information, contact DOW at DOW@dcf.state.nj.us or at 609-888-7164.
<http://www.nj.gov/dcf/women/domestic/>

Legal Services

Legal Services of New Jersey and Central Jersey Legal Services

New Jersey Legal Services assists victims who cannot afford legal advice and/or representation. Assistance includes referral, advice, brief assistance, preparation of a letter or routine legal document, extended representation, and technical assistance. The program also offers training to domestic violence legal advocates, programs, attorneys and others.

Legal Services of New Jersey Domestic Violence Representation Project:
(888) LSNJ-LAW (888) 576-5529
Central Jersey Legal Services (908) 354-4340
Website: www.LSNJLawHotline.org

Culturally Specific Services

Bolo Behen (Speak Sister)

Bolo Behen works with different faith-based leaders throughout Hudson County, collaborating with leaders of temples, mosques, Islamic centers, Gurudwaras, and more. Bolo Behen facilitates groups called Community Chai where women can come and express their problems and concerns openly, comfortably, and without fear. People listen to each other's story and offer support. Services are based on a holistic approach that addresses the large range of client needs. Using culturally and linguistically appropriate methods, Bolo Behen builds trust with clients and creates an environment where South Asian women feel safe, respected, and understood.
24/7 Bilingual Hotline: (201) 795-5757

Project S.A.R.A.H (Stop Abusive Relationships at Home)

Project S.A.R.A.H. is a program that works to overcome cultural, legal, and religious barriers confronting victims of domestic violence and sexual abuse. Project S.A.R.A.H. operates within an environment that is sensitive to a victim's cultural and religious needs, serving as a bridge between abuse victims in the Orthodox community and support systems and resources. Project S.A.R.A.H. works closely with rabbis and rebbetzins, kallah teachers and mikvah attendants, camp directors and school administrators, parents, and the general public to keep the community safe for everyone. The program provides therapeutic interventions that enable victims to process the often unspeakable trauma they experienced and restore them toward fully functional and productive lives. Project S.A.R.A.H. connects victims and survivors with a broad array of services, including pro bono legal consultations, evaluations, individual and group therapy, psychiatric services, as well as emotional, financial and vocational support.
Confidential Hotline: (973) 777-7638.

Special Initiatives**Address Confidentiality Program**

The New Jersey Address Confidentiality Program (ACP) assists individuals who, as a result of domestic violence, have relocated for their safety. This program limits the access to personal information that would reveal the new location of an ACP participant. ACP provides eligible victims of domestic violence with a substitute address that has no connection to their actual location. This substitute mailing address may be used when creating a new record with state or local government agencies.

New Jersey Address Confidentiality Program (ACP) Hotline 1 (877) 218-9133 Toll Free-Non-Emergency

The New Jersey Address Confidentiality Program Hotline provides services including – but not limited to – access to domestic violence information and referral services, including application procedures, and advocacy.

State of New Jersey**Department of Law and Public Safety****Office of the Attorney General****NJ State Police Victim Services Unit:**

The Victim Services Unit will coordinate with State, County, and Municipal agencies to develop and implement domestic violence and sexual violence training programs, and continue to effectively work with road troopers to enhance training on the proper handling of these types of crimes.

<https://www.njsp.org/division/operations/domestic-violence-info.shtml>



TOWN OF NEWTON

RESOLUTION #226-2019

November 13, 2019 "Approve 2019 Appropriation Transfers"

BE IT RESOLVED, by the Town Council of the Town of Newton that the following 2019 appropriation transfers be approved effective this date:

<u>From</u>	<u>To</u>	<u>Amount</u>
CURRENT		
Employee Group Ins. OE 1066201	Health Benefit Waiver OE 1066300	5,050.00
Senior Citizen SW 1093100	Road SW 1080103	3,500.00
Court SW 1059101	Road SW 1080103	4,000.00
Pool OE 1090207	Pool SW 1090102	1,010.00
Recycling OE 1083269	Building & Grounds OE 1061239	3,000.00
TOTAL CURRENT TRANSFERS		\$16,560.00

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 Wednesday, November 13, 2019.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #227-2019

November 13, 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 Wednesday, November 13, 2019.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #228-2019

November 13, 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. Personnel – Town Manager's Annual Review

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Newton, assembled in public session on November 13, 2019, that an Executive Session closed to the public shall be held on November 13, 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 Wednesday, November 13, 2019.

Lorraine A. Read, RMC
Municipal Clerk

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

Meeting Date: 11/13/2019 For bills from 10/29/2019 to 11/04/2019

Check#	Vendor	Description	Payment	Check Total
42302	3773 - A&S HYDRAULICS	PO 55782 Roads/ Mech Main cust #60353012031	390.00	390.00
42303	3897 - SYNCHRONY BANK	PO 55796 SANTA SUIT	59.99	59.99
42304	3694 - ATLANTIC TRAINING CENTER	PO 55478 CPR/ First Aid Training	405.00	405.00
42305	1132 - BOONTON TIRE SUPPLY INC.	PO 55614 B: PD Vehicle Repair	1,023.96	1,023.96
42306	192 - CAMPBELL'S SMALL ENGINE INC.	PO 54581 BLANKET:PARKS EQUIP MAINT	136.29	
		PO 54584 BLANKET:ROADS EQUIP MAINT	5.20	
		PO 55772 Mower Maintenance/ Engine Rpr	3,291.58	3,433.07
42307	2843 - CHELBUS CLEANING CO., INC.	PO 54552 B: CLEAN TOWN BLDGS	1,653.75	1,653.75
42308	178 - COUNTY OF SUSSEX	PO 55864 4TH QTR LIBRARY TAX	69,029.29	69,029.29
42309	1425 - COUNTY OF SUSSEX	PO 55865 4TH QTR CNTY OPEN SPACE TAX	3,971.82	3,971.82
42310	176 - COUNTY OF SUSSEX	PO 55863 4TH QTR CNTY PURPOSE TAX	961,090.63	961,090.63
42311	2361 - CSS TEST INC.	PO 55679 Set-Up Fee - Background (Credit) Ch	75.00	75.00
42312	2048 - DANIELSON, DEBORAH	PO 55851 Shade Tree Conference Reimb 10/23 -	498.10	498.10
42313	768 - DEMPSEY UNIFORM & SUPPLY INC	PO 55613 B: DPW/ WS Uniforms/ Mat Rentals/ S	2,227.22	2,227.22
42314	225 - FEDERAL EXPRESS	PO 53968 B: EXPRESS MAIL ACCT #1344-0525-2	26.17	26.17
42315	257 - FERRAIOLI, CERULLO & CUVA	PO 55617 PILOT CONSULTATION	675.00	675.00
42316	1608 - GOLD TYPE BUSINESS MACHINES	PO 55754 ETICKET RENEWAL	3,411.00	
		PO 55793 BRACKET	25.00	3,436.00
42317	2313 - GRAVITY DESIGN WORKS, INC.	PO 55731 Flags of Honor Display Sign	490.00	490.00
42318	789 - GREATER NEWTON CHMBR OF COMM.	PO 55112 84 WREATHS (STORE INSTALL & REMOVE	6,900.00	6,900.00
42319	1866 - HOME DEPOT, INC.	PO 54311 BLANKET: B&G/VehMain/RdSupp's	616.80	
		PO 54342 B: CENCOM SUPP'S	25.85	642.65
42320	1866 - HOME DEPOT, INC.	PO 55149 B: EVENTS SUPPLIES	285.21	
		PO 55859 ELECTION TABLES/YARD SALE SIGNS	106.36	
		PO 55875 Materials/ Supplies	231.90	623.47
42321	1866 - HOME DEPOT, INC.	PO 55872 PARKS SUPP'S	543.75	
		PO 55873 TOOLS/MISC SUPP'S	512.22	1,055.97
42322	1866 - HOME DEPOT, INC.	PO 55874 CATCH BASIN SUPP'S	486.84	486.84
42323	4216 - JNC BBQ	PO 55634 Family Fun Night - Popcorn & Cotton	510.00	510.00
42324	3711 - KKPR MARKETING & PUBLIC RELATIONS,	PO 54002 B: MARKETING & PUBLIC RELATIONS	675.00	675.00
42325	4042 - LEAD INC.	PO 55620 LEAD TRAINING	395.00	395.00
42326	4019 - MAILFINANCE INC.	PO 54461 B: POSTAGE MACH RENTAL -2nd qtr #8	529.41	529.41
42327	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 55792 Tool: Asphalt Rake	97.90	97.90
42328	199 - NEOPOST LEASING, INC.	PO 55852 2019 POSTAGE METER ACCT #61766468	12,000.00	12,000.00
42329	4154 - NEWTON HIGH SCHOOL	PO 55727 Floral arrangements for Flags of Ho	230.25	230.25
42330	2701 - NJLM	PO 55636 Job Posting - Deputy Municipal Cour	210.00	210.00
42331	3954 - PAR TROY SOUND OF NEWTON, INC.	PO 55833 Wiring kit/Radio Rpr	130.00	130.00
42332	64 - PELLOW, HAROLD & ASSO, INC.	PO 55828 TOWN COUNCIL -SEPT	211.50	211.50
42333	4204 - PLANET NETWORKS INC.	PO 55378 B: FIBER INTERNET POLICE/TH	639.80	639.80
42334	2753 - PORTER LEE CORPORATION	PO 55726 SOFTWARE SUPPORT (11/19-10/20)	882.00	882.00
42335	39 - QUILL CORPORATION	PO 55549 B: OFFICE SUPPLIES cust #6182634	445.94	445.94
42336	4034 - R & J CONTROL INC.	PO 54152 B: QTRLY MAINT STP/WTP/DPW GENERATO	743.25	743.25
42337	3849 - ROK INDUSTRIES, INC	PO 55732 ELECTRONIC TAX SALE FEES	390.00	390.00
42338	3660 - SCHENCK, PRICE, SMITH, & KING, LLP	PO 55751 TAX APPEAL ATTORNEY-SEPT	851.03	
		PO 55752 SPECIAL CONFLICT ATTORNEY -SEPT	1,165.50	2,016.53
42339	611 - SEBRING AUTO PARTS, INC.	PO 54284 BLANKET: AUTO PARTS	942.17	942.17
42340	2145 - SEELY BROTHERS, INC.	PO 55802 Flags of Honor Event 11/2019- POW/B	244.00	244.00
42341	4151 - SESI CONSULTING ENGINEERS	PO 55590 9/5 MEETING	746.15	746.15
42342	643 - SHERWIN-WILLIAMS, INC.	PO 55730 TRAFFIC Machine Rpr Kit acct #5122	76.74	76.74
42343	4024 - SPECTROTEL	PO 53961 B: LOCAL/LONG DISTANCE PHONE SVC -	558.84	558.84
42344	718 - STAMP FULFILLMENT	PO 55820 POSTAGE PAID ENVELOPES (3 cases) ac	1,639.20	1,639.20
42345	2257 - STAPLES BUSINESS ADVANTAGE, INC.	PO 54357 B: OFFICE SUPPLIES -ASSESSORS	294.49	
		PO 55610 Prints for Flags of Honor Advertise	16.10	
		PO 55661 Recycling/ Office Supplies	241.28	
		PO 55675 OPRA COPIES	29.84	
		PO 55862 COURT COPY PAPER	95.97	677.68
42346	3822 - STRYKER EMS EQUIPMENT, CORP	PO 54854 ADULT AED PADS ACCT #1285984	90.30	90.30
42347	229 - SUSSEX COUNTY ECONOMIC	PO 55776 Economic Development Symposium ACC	35.00	35.00
42348	3965 - SYN-TECH SYSTEMS, INC.	PO 55677 Fuel Sys Contract 10/30/2019-10/29/	1,175.00	1,175.00
42349	2479 - TAYLOR OIL CO., INC.	PO 54563 B: DIESEL	3,279.83	3,279.83
42350	3851 - THE CANNING GROUP, LLC.	PO 53950 B: 2019 PURCHASING QPA -	625.00	625.00
42351	2880 - TRACTOR SUPPLY	PO 55781 Roads/ Mech Main cust #60353012031	137.96	137.96
42352	2007 - TREASURER, STATE OF NEW JERSEY	PO 55846 MARRIAGE LICENSES 3RD QTR (13)	325.00	325.00

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

Meeting Date: 11/13/2019 For bills from 10/29/2019 to 11/04/2019

Check#	Vendor	Description	Payment	Check Total
42353	2476 - TREASURER, STATE OF NJ -BURIAL	PO 55847 BURIAL PERMIT 3RD QTR (1)	5.00	5.00
42354	219 - TRI-STATE RENTALS, INC.	PO 55254 Family Fun Night - Bounce house CU	295.00	295.00
42355	4174 - VELUMCORE, LLC.	PO 55656 MEDICAL TRAINING	200.00	200.00
TOTAL				1,089,353.38

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
100001	CASH - CURRENT - LAKELAND #434			0.00	1,089,353.38
101254	DUE S/NJ - MARRIAGE LICENSE FEES			325.00	
101257	DUE S/NJ - BURIAL FEE			5.00	
101262	DUE COUNTY - LIBRARY TAX			69,029.29	
101263	DUE COUNTY - PURPOSE TAX			961,090.63	
101266	DUE COUNTY - OPEN SPACE TAX			3,971.82	
1050200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	675.00			
1051200	TOWN CLERK'S OFFICE - OTHER EXPENSES	13,705.61			
1051500	ELECTIONS - OTHER EXPENSES	95.96			
1052200	TOWN COUNCIL - OTHER EXPENSES	35.00			
1053200	HUMAN RESOURCE - OTHER EXPENSES	210.00			
1054200	FINANCE ADMINISTRATION - OTHER EXPENSES	675.00			
1055200	ASSESSMENT OF TAXES - OTHER EXPENSES	294.49			
1056200	COLLECTION OF TAXES - OTHER EXPENSES	390.00			
1058200	LEGAL SERVICES - OTHER EXPENSES	2,016.53			
1059200	MUNICIPAL COURT - OTHER EXPENSES	95.97			
1060200	ENGINEERING - OTHER EXPENSES	211.50			
1061200	BUILDINGS & GROUNDS - OTHER EXPENSES	6,604.29			
1064200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	625.00			
1074200	POLICE DEPARTMENT - OTHER EXPENSES	2,038.24			
1074300	COMMUNICATIONS CENTER - OTHER EXPENSES	3,436.85			
1080200	ROAD REPAIR & MAINT - OTHER EXPENSES	3,003.78			
1083200	RECYCLING/SANITATION - OTHER EXPENSES	241.28			
1083300	VEHICLE MAINTENANCE - OTHER EXPENSES	2,100.99			
1085200	OCCUPATIONAL HEALTH - OTHER EXPENSES	75.00			
1087200	RECREATION - OTHER EXPENSES	1,898.22			
1089200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	3,935.29			
1090200	SWIMMING POOL - OTHER EXPENSES	746.15			
1091200	PARKS & PLAYGROUNDS - OTHER EXPENSES	3,971.62			
1092200	CELEBRATION OF PUBLIC EVENTS - OE	7,185.21			
1095200	CAPITAL IMPROVEMENTS - OTHER EXPENSES	664.66			
TOTALS FOR		54,931.64	0.00	1,034,421.74	1,089,353.38

Total to be paid from Fund 10 CURRENT FUND 1,089,353.38
1,089,353.38

Checks Previously Disbursed

191062	PAYROLL ACCOUNT	10/31 Current Pay	187,722.42	10/31/2019
42301	DOMINICK'S PIZZA LLC	PO# 55842 FOOD DAWN'S RETIREMENT PARTY	308.00	10/31/2019
188,030.42				

Totals by fund Previous Checks/Voids Current Payments Total

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Fund 10	CURRENT FUND	188,030.42	1,089,353.38	1,277,383.80	
	BILLS LIST TOTALS	188,030.42	1,089,353.38	<u>1,277,383.80</u>	

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

Meeting Date: 11/13/2019 For bills from 10/29/2019 to 11/04/2019

Check#	Vendor	Description	Payment	Check Total
1477	2301 - SCREEN CREATION PLUS	PO 55789 Alliance - S.P. Frosh VB. FY-19/20	420.00	420.00
1478	2257 - STAPLES BUSINESS ADVANTAGE, INC.	PO 55725 Sign holders for Alliance promotion	50.97	50.97
1479	1500 - WALMART	PO 55760 Supplies for Symposium 10/17/19	10.91	10.91
TOTAL				481.88

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
110001	CASH			0.00	481.88
111200	APPROPRIATED RESERVES FOR GRANTS			481.88	
TOTALS FOR	FEDERAL/STATE GRANTS	0.00	0.00	481.88	481.88

Total to be paid from Fund 11 FEDERAL/STATE GRANTS 481.88
 =====
 481.88

Checks Previously Disbursed

191123	PAYROLL ACCOUNT	10/31 Grant Pay	1,176.09 10/31/2019

			1,176.09

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 11 FEDERAL/STATE GRANTS	1,176.09	481.88	1,657.97
BILLS LIST TOTALS	1,176.09	481.88	1,657.97
			=====

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

Meeting Date: 11/13/2019 For bills from 10/29/2019 to 11/04/2019

Check#	Vendor	Description	Payment	Check Total
8856	232 - HAMBURG PLUMBING SUPPLY CO INC	PO 55686 Plainfield Ave Suppl's R #2019-3 A	88.45	88.45
8857	263 - MCMANIMON, SCOTLAND & BAUMANN, LLC	PO 55736 PATERSON AVE -AUG	82.00	
		PO 55724 ARMORY -AUG	150.50	232.50
8858	64 - PELLOW, HAROLD & ASSO, INC.	PO 52355 Engineer Firehouse #2 -	264.40	
		PO 55856 PROPOSED SIDEWALKS CR 519 -SEPT	276.50	540.90
TOTAL				861.85

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
300001	CASH - CAPITAL - LAKELAND #450			0.00	861.85
3090826	ORD 2008-26 ACQ NEWTON ARMORY \$500T	150.50			
3091406	ORD 2014-6 VARIOUS \$1,912T	276.50			
3091806	ORD 2018-6 supp FIREHOUSE #2	264.40			
3091817	ORD 2018-17 Prelim Plan/Redev \$50T fully	82.00			
3091903	ORD 2019-3 Var-B&Groof/skidSteer/Plainfl	88.45			
TOTALS FOR	CAPITAL	861.85	0.00	0.00	861.85

Total to be paid from Fund 30 CAPITAL

861.85

861.85

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

Meeting Date: 11/13/2019 For bills from 10/29/2019 to 11/04/2019

Check#	Vendor	Description	Payment	Check Total
17806	4106 - ALL GAS & WELDING SUPPLY CO., INC.	PO 54161 B: Propane/EquipFuel CUST #783862	78.12	78.12
17807	3015 - CAPITOL SUPPLY CONST PRODUCTS, INC.	PO 55536 Parts For Water Meters And Service	7,522.92	7,522.92
17808	155 - COYNE CHEMICAL CORP., INC.	PO 55186 Chemicals for WTP CUST #214102	1,741.79	
		PO 55186 Chemicals for WTP CUST #214102	854.43	2,596.22
17809	768 - DEMPSEY UNIFORM & SUPPLY INC	PO 55613 B: DPW/ WS Uniforms/ Mat Rentals/ S	429.23	429.23
17810	3124 - EXTRA TECH DATA SERVICES, LLC.	PO 54549 B: IT SERVICES 2019	1,389.99	1,389.99
17811	807 - FRANK SEMERARO CONSTRUCTION, INC.,	PO 55671 LEAK DETECTION 127 Spring St	750.00	750.00
17812	232 - HAMBURG PLUMBING SUPPLY CO INC	PO 55689 Schedule 80 pipe WTP cust #14037	187.21	
		PO 55766 Gaskets/ Flanges WTP cust #14037	123.14	310.35
17813	1866 - HOME DEPOT, INC.	PO 54285 BLANKET: WATER/SEWER Supplies	2,243.05	
		PO 55875 Materials/ Supplies	31.83	2,274.88
17814	4211 - JOSEPH D CALABRESE	PO 55490 B: IT SERVICES 4TH QTR 2019	1,200.00	1,200.00
17815	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 54557 B: LIQUID SODIUM HYDROXIDE/SULFURIC	2,202.00	
		PO 54559 B: LIQUID SODIUM HYPOCHLORITE/CHLOR	2,202.00	
		PO 54559 B: LIQUID SODIUM HYPOCHLORITE/CHLOR	1,047.84	5,451.84
17816	199 - NEOPOST LEASING, INC.	PO 55852 2019 POSTAGE METER ACCT #61766468	2,000.00	2,000.00
17817	64 - PELLOW, HAROLD & ASSO, INC.	PO 55502 CAF(partial) Budget for Water Syste	65.00	
		PO 55841 WATER ENG -SEPT	1,314.00	1,379.00
17818	2212 - PROCESS TECH SALES AND SERVICE	PO 55771 Rosemount Chlorine Sensor	2,663.73	2,663.73
17819	4034 - R & J CONTROL INC.	PO 54152 B: QTRLY MAINT STP/WTP/DPW GENERATO	1,195.25	1,195.25
17820	718 - STAMP FULFILLMENT	PO 55820 POSTAGE PAID ENVELOPES (3 cases) ac	3,245.50	3,245.50
17821	2056 - SUBURBAN PROPANE, LP.	PO 54564 B: PROPANE WTP acct #2232-139164	2,598.94	2,598.94
17822	130 - SUSSEX COUNTY P & H, INC.	PO 54085 B: PLUMBING SUPP'S	44.85	44.85
17823	1500 - WALMART	PO 55861 PAPER SUPPLIES BABCOCK RETIREMENT	127.25	127.25
TOTAL				35,258.07

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
600001	CASH - W/S OPERATING-LAKELAND #426			0.00	35,258.07
6051200	W&S OPERATING - TOTAL OTHER EXPENSES	35,258.07			
TOTALS FOR	WATER/SEWER UTILITY	35,258.07	0.00	0.00	35,258.07

Total to be paid from Fund 60 WATER/SEWER UTILITY 35,258.07
 =====
 35,258.07

Checks Previously Disbursed

17805	DOMINICK'S PIZZA LLC	PO# 55842	FOOD DAWN'S RETIREMENT PARTY	308.00	10/31/2019
196047	PAYROLL ACCOUNT		10/31 W/S Pay	38,362.36	10/31/2019

				38,670.36	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 60 WATER/SEWER UTILITY	38,670.36	35,258.07	73,928.43
BILLS LIST TOTALS			73,928.43

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

Meeting Date: 11/13/2019 For bills from 10/29/2019 to 11/04/2019

Check#	Vendor	Description	Payment	Check Total
197123	3878 - 4CHICKS CAFE, LLC.	PO 55737 FALL FESTIVAL COSTUME CONTEST 10/13	25.00	25.00
197124	2386 - DOMINICK'S PIZZA LLC	PO 55739 FALL FESTIVAL COSTUME PRIZE 10/13/1	25.00	25.00
197125	1866 - HOME DEPOT, INC.	PO 55875 Materials/ Supplies	143.82	143.82
197126	2569 - KIEFFER ELECTRIC, INC.	PO 55344 CAF: Emerg electric Sussex St Reten	9,362.00	9,362.00
197127	170 - NEWTON BOARD OF EDUCATION	PO 55596 POOL BUS DRIVER -AUG & FUEL CHARGES	919.70	919.70
TOTAL				10,475.52

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
710001	CASH - TRUST - LAKELAND #469			0.00	10,475.52
711202	RESERVE FOR SNOW REMOVAL/STORM RECOVERY			9,362.00	
711208	RES RECREATION (ALL)			1,113.52	
TOTALS FOR	TRUST	0.00	0.00	10,475.52	10,475.52

Total to be paid from Fund 71 TRUST
 10,475.52
 =====
 10,475.52

Checks Previously Disbursed

197122	PAYROLL ACCOUNT	10/31 Truat Pay	12,452.50	10/31/2019

			12,452.50	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 71 TRUST	12,452.50	10,475.52	22,928.02
BILLS LIST TOTALS			22,928.02
			=====

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

Meeting Date: 11/13/2019 For bills from 10/29/2019 to 11/04/2019

Check#	Vendor	Description	Payment	Check Total
1123	1261 - S/NJ EMPLOYER ACCOUNTS	PO 55848 3RD QTR UNEMPLOYMENT	3,859.16	3,859.16
	TOTAL			3,859.16

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
730001	CASH - SUI - LAKELAND #027			0.00	3,859.16
731255	RESERVE FOR EXPENDITURES - UNEMPLOYMENT			3,859.16	
TOTALS FOR	SUI (Fund 73)	0.00	0.00	3,859.16	3,859.16

Total to be paid from Fund 73 SUI (Fund 73)

3,859.16
=====

3,859.16