



**AGENDA
NEWTON TOWN COUNCIL
MARCH 8, 2021
7:00pm
(Via ZOOM)**

Please click this URL to join.

<https://us02web.zoom.us/j/86531293255?pwd=Tjg0eFdJVy9QbkZJM3JncnFsNHlzZz09>

Webinar ID: 865 3129 3255 Passcode: 371197

Or join by phone: Dial: US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

- a. February 20, 2021 – Budget Meeting
- b. February 22, 2021 – Regular Meeting
- c. February 22, 2021 – Executive Session

V. OPEN TO THE PUBLIC (3 minutes each)

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 3 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 Dickson
- b. Deputy Mayor Schlaffer
- c. Councilman Couce
- d. Councilman Diglio
- e. Councilwoman Teets
- f. Town Manager Russo

VII. OLD BUSINESS

VIII. ORDINANCES

- a. 2nd Reading and Public Hearing
Ordinance 2021-3

An Ordinance to Exceed the 2021 Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A: 4-45.14)

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

Ordinance 2021-4

Ordinance Amending Chapter 228 of the Ordinances of the Town of Newton Titled "Water and Sewer," More Specifically Adding Article IX, "Limits on Prohibited Discharges from Industrial Users"

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

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.

- | | |
|--------------------------------|---|
| <p>a. Resolution #76-2021*</p> | Authorize Compensation Adjustments for 2021 Calendar Year for Certain Town of Newton Employees Not Covered by Collective Bargaining Agreements |
| <p>b. Resolution #77-2021*</p> | Introduction of the 2021 Municipal and Water and Sewer Utility Budgets |
| <p>c. Resolution #78-2021*</p> | North Jersey Municipal Employee Benefits Fund Resolution to Renew for Calendar Years 2021, 2022, and 2023 |
| <p>d. Resolution #79-2021*</p> | Demanding the New Jersey State Legislature Accept its Responsibility to Administer the Provisions of the Affordable Housing Act and Stay Further Action Until Such Times as it has Promulgated Rules Governing its Implementation |
| <p>e. Resolution #80-2021*</p> | Authorize Refund of Taxes; Block 5.01, Lot 27, for a 100% Disabled Veteran Exemption |
| <p>f. Resolution #81-2021*</p> | 2020 Tonnage Grant Application |
| <p>g. Resolution #82-2021*</p> | Approval of J.D.P. Automotive, Inc., DBA Boonton Tire Supply, for Auto Services Bid 2R-2021 Repair of Vehicles |
| <p>h. Resolution #83-2021*</p> | Authorize Refund of Taxes; Block 4.05, Lot 7, for a 100% Disabled Veteran Exemption |

- i. Resolution #84-2021* A Resolution of Town of Newton Authorizing the Purchase of Electricity Supply Services for Public Use on an Online Auction Website
- j. Resolution #85-2021* Authorize Credits Due a Water and Sewer Utility Account
- k. Resolution #86-2021* Approve Bills and Vouchers for Payment

X. DISCUSSION

XI. OPEN TO THE PUBLIC (3 minutes each)

XII. COUNCIL & MANAGER COMMENTS

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

**TOWN OF NEWTON
ORDINANCE #2021-3**

**AN ORDINANCE TO EXCEED THE 2021 MUNICIPAL BUDGET
APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A:4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 1% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

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

WHEREAS, the Mayor and Council of the Town of Newton in the County of Sussex, New Jersey finds it advisable and necessary to increase its CY 2021 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety, and welfare of the citizens; and

WHEREAS, the Mayor and Council of the Town of Newton hereby determines a 1% increase in the budget for said year, amounting to \$97,757.00 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

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

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Council of the Town of Newton, in the County of Sussex, New Jersey, a majority of the full authorized membership of this Governing Body affirmatively concurring, that, in the CY 2021 budget year, the final appropriations of the Town of Newton shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 2.5%, amounting to \$244,392.00 and that the CY 2021 municipal budget for the Town of Newton be approved and adopted in accordance with this ordinance; and

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

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

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

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted via video conferencing on Monday, February 22, 2021. It was adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body conducted at 7:00pm on Monday, March 8, 2021 via video conferencing and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2021-4

ORDINANCE AMENDING CHAPTER 228 OF THE ORDINANCES OF THE TOWN OF NEWTON TITLED “WATER AND SEWER,” MORE SPECIFICALLY ADDING ARTICLE IX, “LIMITS ON PROHIBITED DISCHARGES FROM INDUSTRIAL USERS”

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AS FOLLOWS:

WHEREAS, the Town of Newton operates a Publicly Owned Water Treatment Works; and

WHEREAS, 40 *C.F.R.* § 403.8(f)(4) of the Federal Code of Regulations requires that the Town of Newton, as operator of a Publicly Owned Water Treatment Works, must develop and enforce specific limits on prohibited discharges from Industrial Users; and

WHEREAS, the Town of Newton has received the report of Professional Consulting, Inc., Report No. 501-8, dated December 2020 setting forth recommended limits on prohibited discharges from Industrial Users for the Town of Newton Publicly Owned Water Treatment Works to be adopted in accordance with 40 *C.F.R.* § 403.8(f)(4):

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Newton, that Article IX, entitled “Limits on Prohibited Discharges from Industrial Users” of Chapter 228 of the Ordinances of the Town of Newton is hereby adopted as follows:

§ 228-31 Limits on Prohibited Discharges from Industrial Users

- A. The following limits set forth in Schedule A are hereby established under the authority of 40 *C.F.R.* § 403.8(f)(4) setting the following limits on prohibited discharges from industrial users of the Town of Newton Publicly Owned Water Treatment Works.
- B. The limits set forth in Schedule A shall be enforced under the authority of 40 *C.F.R.* § 403.8(f)(4) as set forth in Article VIII of this Ordinance.

SCHEDULE A

| POC | MAHL (lb/day) | MAIL (lb/day) | Local Limit (mg/l) |
|------------------|----------------------|----------------------|---------------------------|
| Ammonia-Nitrogen | 639.26 | 575.334 | 357.43 |
| Arsenic | 11/71 | 10.539 | 6.55 |
| Selenium | 24.25 | 21.825 | 13.56 |
| Mercury | 3.44 | 3.096 | 1.92 |
| Cadmium | 7.06 | 6.354 | 3.95 |
| Zinc | 102.79 | 92.511 | 57.47 |
| Copper | 52.04 | 46.836 | 29.10 |
| Cyanide | 0.91 | 0.819 | 0.51 |
| Silver | 1.18 | 1.062 | 0.66 |
| Nickel | 1.54 | 1.386 | 0.86 |
| Lead | 6.77 | 6.093 | 3.79 |
| Chromium | 2.06 | 1.854 | 1.15 |
| BOD | 9808.56 | 8827.704 | 5484.34 |
| TSS | 17446.31 | 15701.679 | 9754.90 |
| Total Nitrogen | 7137.92 | 6424.128 | 3991.08 |
| Phosphorous | 2499.99 | 2249.991 | 1397.84 |

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on February 22, 2021, via video conferencing. It was adopted after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body conducted at 7:00om on Monday, March 8, 2021, via video conferencing and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #76-2021

March 8, 2021

**“Authorize Compensation Adjustments for
2021 Calendar Year for Certain Town of
Newton Employees Not Covered by
Collective Bargaining Agreements”**

WHEREAS, minimum and maximum hourly and annual salary ranges for each officer and employee of the Town of Newton were established for calendar year 2021 by Ordinance #2020-14; and

WHEREAS, the Town Manager, as part of his 2021 Town of Newton Budget, has recommended a TWO PER CENT (2.0%) increase in salary for calendar year 2021 to be paid to certain Town of Newton employees, whose employment is not the subject of any bargaining agreement or individual contract; and

WHEREAS, the Town Council has reached the following conclusions:

1. A TWO PERCENT (2.0%) increase in salary from their 2020 base rate of pay for certain full-time and part-time Town of Newton employees, whose employment is not the subject of any bargaining agreement or individual contract, for calendar year 2021 is appropriate.
3. The salary of the Town Manager has been addressed separately by the Town Council.
4. Seasonal Employees and Summer Intern Employees are excluded from any salary increase authorized by this Resolution.
5. The following employees/titles have received adjustments for 2021, or are new hires, and are therefore **excluded** from this TWO PERCENT (2%) increase:
 - a. Deputy Municipal Court Administrator (M. Estremera)
 - b. Recreation Supervisor (S. Kaylani)
 - c. Assistant Public Works Supervisor (A. Vough)
 - d. Administrative Assistant to the Police Department (C. McNally)
 - e. Community Development Director (K. Williams)
 - f. Deputy Municipal Registrar (J. Roberts)
 - g. Parking Authority Enforcement Officer (L. Temes)
 - h. Crossing Guards
 - i. Omnibus Driver (W. Chadwick)
 - j. Omnibus Driver (J. Zukowski)
6. Said raises shall be retroactive to January 1, 2021.
7. Stipends received through payroll are not salary and shall not be entitled to the TWO PERCENT (2%) increase authorized by this resolution.

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the salaries and wages for the year 2021 for non-union Town of Newton employees, whose employment is not covered by bargaining agreement or individual contract, and with the aforementioned exceptions, shall be increased by TWO PERCENT (2%), retroactive to January 1, 2021.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, March 8, 2021 via video conferencing.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #77-2021

March 8, 2021

“Introduction of the 2021 Municipal and Water and Sewer Utility Budgets”

BE IT RESOLVED, that the Local Municipal Budget and the Water and Sewer Utility Budget of the Town of Newton, County of Sussex, New Jersey for the calendar year 2021 be approved by the Mayor and Council of the Town of Newton; and

BE IT FURTHER RESOLVED, that the Municipal Budget shall authorize total general appropriations of \$13,408,797 and the anticipated revenues of \$4,491,924 leaving an amount to be raised by taxes for municipal purposes of \$8,916,873; and

BE IT FURTHER RESOLVED, that the 2021 Water and Sewer Utility Budget consists of appropriations of \$4,781,629, and anticipated revenues of \$4,781,629; and

BE IT FURTHER RESOLVED, that the Clerk is hereby instructed to advertise notice of the approved budgets in the *New Jersey Herald* on March 26, 2021, and that a final public hearing before passage will be held on April 12, 2021, at 7:00 P.M. via video conferencing.

| RECORD OF COUNCIL VOTES | | | | |
|---------------------------|------|-------|---------|--------|
| COUNCIL MEMBER | AYES | NAYES | ABSTAIN | ABSENT |
| | | | | |
| John-Paul E. Couce | | | | |
| Sandra Lee Diglio | | | | |
| Michelle J. Teets | | | | |
| Jason J. Schlaffer | | | | |
| Matthew S. Dickson, Mayor | | | | |
| | | | | |

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, March 8, 2021 via video conferencing.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #78-2021

March 8, 2021

“North Jersey Municipal Employee Benefits Fund Resolution to Renew for Calendar Years 2021, 2022, and 2023”

WHEREAS, a number of public entities in the State of New Jersey have joined together to form the **North Jersey Municipal Employee Benefits Fund**, hereafter referred to as "FUND", as permitted by N.J.S.A. 11:15-3, 17:1-8.1, and 40A:10-36 et seq.; and

WHEREAS, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date; and

WHEREAS, the statutes and regulations governing the creation and operation of a joint insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a FUND; and

WHEREAS, the governing body of the Town of Newton, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT;

NOW, THEREFORE BE IT RESOLVED, that the Governing body of the LOCAL UNIT hereby agrees as follows:

- i. Become a member of the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- ii. Will participate in the following type (s) of coverage (s):
 - a. Health Insurance, Dental or Prescription as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- iii. Adopts and approves the FUND's Bylaws.
- iv. Execute an application for membership and any accompanying certifications.

BE IT FURTHER RESOLVED that the governing body of the LOCAL UNIT is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the FUND as required by the FUND's Bylaws, and to deliver these documents to the FUND's Executive Director with the express reservation that these documents shall become effective only upon:

- i. Approval of the LOCAL UNIT by the FUND.
- ii. Receipt from the LOCAL UNIT of a Resolution accepting assessment.
- iii. Approval by the New Jersey Department of Insurance and Department of Community Affairs.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, March 8, 2021 via video conferencing.

Lorraine A. Read, RMC
Municipal Clerk

STATEWIDE INSURANCE FUND

INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this 8th day of March, 2021 in the County of Sussex, State of New Jersey, by and between the **North Jersey Municipal Employee Benefits Fund**, (hereinafter "FUND"), and the Town of Newton, in the County of Sussex, a duly constituted LOCAL UNIT OF GOVERNMENT, (hereinafter "LOCAL UNIT");

WHEREAS, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et seq. and the administrative regulations promulgated pursuant to thereto; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND; and

NOW, THEREFORE, it is agreed as follows:

1. The LOCAL UNIT, accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.
2. The LOCAL UNIT agrees to participate in the FUND with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the LOCAL UNIT's resolution to join.
3. The LOCAL UNIT agrees to become a member of the FUND and participate in the health insurance coverages offered for an initial period, (subject to early release or termination pursuant to the Bylaws), such membership to commence on **January 1, 2021**, and ending on **December 31, 2023** at 12:01 AM provided, however, that the LOCAL UNIT may withdraw at any time upon 90-day written notice to the FUND.
4. The LOCAL UNIT certifies that it never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this agreement.

5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, for periods during which the member receiving coverage, all of whom as a condition of membership in the FUND shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the LOCAL UNIT is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable statute. However, nothing herein shall be construed as an obligation of the LOCAL UNIT for claims and expenses that are not covered by the FUND, or for the portion of any claim or liability with the LOCAL UNIT retained limit or in an amount which exceeds the FUND's limit of coverage.
6. If the FUND, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The LOCAL UNIT and the FUND agree that the FUND shall hold all monies in excess of the LOCAL UNIT's retained loss fund paid by the LOCAL UNIT to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15-3 et. Seq.
8. The FUND shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 and such other statutes and regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:
 - a) Employer contributions to group health insurance
 - b) Employee contributions to contributory group health insurance
 - c) Employer contributions to contingency account
 - d) Employee contributions to contingency account
 - e) Other trust accounts as required by the Commissioner of Insurance

9. Notwithstanding 8 above, to the contrary, the FUND shall not be required to establish separate trust accounts for employee contributions provided the FUND provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.
10. Each LOCAL UNIT of government who shall become a member of the FUND shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

TOWN OF NEWTON

Member's Name

ATTEST:

By: _____
Title: Matthew S. Dickson, Mayor

Lorraine A. Read, RMC
Municipal Clerk

NORTH JERSEY MUNICIPAL EMPLOYEE BENEFITS FUND

By: _____
Chairman

ATTEST:

Secretary

Dated: _____



TOWN OF NEWTON

RESOLUTION #79-2021

March 8, 2021

“Demanding the New Jersey State Legislature Accept its Responsibility to Administer the Provisions of the Affordable Housing Act and Stay Further Action Until Such Times as it has Promulgated Rules Governing its Implementation”

WHEREAS, in 1975 the New Jersey Supreme Court in Mount Laurel I decreed that every municipality in New Jersey, “must, by its land use regulations, presumptively make realistically possible an appropriate variety and choice of housing. More specifically, presumptively it cannot foreclose the opportunity of the classes of people mentioned for low and moderate income housing and in its regulations must affirmatively afford that opportunity, at least to the extent of the municipality's fair share of the present and prospective regional need therefor” (*10 S. Burlington Cty. N.A.A.C.P. v. Mount Laurel Twp.*, 67 N.J. 151, 174 (1975)); and

WHEREAS, in 1983, the Supreme Court in Mount Laurel II expanded the Mount Laurel doctrine, saying:

“Therefore, proof of a municipality's bona fide attempt to provide a realistic opportunity to construct its fair share of lower income housing shall no longer suffice. Satisfaction of the Mount Laurel obligation shall be determined solely on an objective basis: if the municipality has in fact provided a realistic opportunity for the construction of its fair share of low and moderate income housing, it has met the Mount Laurel obligation to satisfy the constitutional requirement; if it has not, then it has failed to satisfy it. Further, whether the opportunity is “realistic” will depend on whether there is in fact a likelihood-to the extent economic conditions allow-that the lower income housing will actually be constructed. Plaintiff's case will ordinarily include proof of the municipality's fair share of the regional need and defendant's proof of its satisfaction. Good or bad faith, at least on this issue, will be irrelevant.” (*S. Burlington Cty. N.A.A.C.P. v. Mount Laurel Twp.*, 92 N.J. 158, 220–22 (1983)); and

WHEREAS, the Supreme Court in Mount Laurel II suggested that builders' remedies should be used to force compliance by municipalities, reasoning that:

Experience . . . has demonstrated to us that builder's remedies must be made more readily available to achieve compliance with Mount Laurel. We hold that where a developer succeeds in Mount Laurel litigation and proposes a project providing a substantial amount of lower income housing, a builder's remedy should be granted unless the municipality establishes that because of environmental or other substantial planning concerns, the plaintiff's proposed project is clearly contrary to sound land use planning. We emphasize that the builder's remedy should not be denied solely because the municipality prefers some other location for lower income housing, even if it is in fact a better site. (*S. Burlington Cty. N.A.A.C.P. v. Mount Laurel Twp.*, 92 N.J. 158, 279–80 (1983)); and

WHEREAS, the New Jersey Legislature responded quickly to the Court's Mount Laurel decision by enacting the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., which created the Council on Affordable Housing ("COAH") which as the Court noted in Mount Laurel IV " . . . was designed to provide an optional administrative alternative to litigating constitutional compliance through civil exclusionary zoning actions." (*In re Adoption of N.J.A.C. 5:96 & 5:97 ex rel. New Jersey Council on Affordable Hous.*, 221 N.J. 1, 4 (2015)); and

WHEREAS, COAH, pursuant to the authority granted to it by the Fair Housing Act, then adopted procedural and substantive rules which provided clear guidance to municipalities as to how they could meet their affordable housing obligation; and

WHEREAS, in its rules, COAH assigned a fair share number to each municipality and set forth various mechanisms that a municipality could use in order to satisfy that obligation; and

WHEREAS, the Town of Newton, like many other municipalities throughout the State of New Jersey, met its First and Second Round Affordable Housing Obligations through the COAH process; and

WHEREAS, COAH adopted the First Round Rules for the period from 1987 through 1993 and the Second Round Rules for the period 1993 to 1999 and then extended to 2004; and

WHEREAS, COAH was obliged by the Fair Housing Act to adopt Third Round Rules to take effect in 2004, however, but never adopted rules that were acceptable to the Courts; and

WHEREAS, in 2015, the Supreme Court again stepped in, finding that COAH's failure to adopt Third Round Rules forced the Court to intervene; and

WHEREAS, the Supreme Court designated Mount Laurel judges in each of the fifteen court vicinages to hear all Mount Laurel cases; and

WHEREAS, instead of providing clear guidance, like the COAH rules did, the Supreme Court in Mount Laurel IV set forth vague standards that have led to a complex system of non-uniform implementation; and

WHEREAS, as a result of the Supreme Court's decision in Mount Laurel IV, municipalities no longer were assigned fair share numbers, no longer had clear and concise procedural and substantive rules to follow, and no longer had one tribunal to decide these issues, which meant that even the threshold issues of regional need and local fair share obligations had to be litigated before fifteen different Mount Laurel judges, and as a result, municipalities were forced to spend tens of thousands, and in some cases hundreds of thousands of dollars, to negotiate fair share numbers with the Fair Share Housing Center ("FSHC") and to gain court approval of settlement agreements negotiated with FSHC; and

WHEREAS, the Supreme Court in Mount Laurel IV concluded its opinion by encouraging the Legislature to once again assume responsibility in the area of affordable housing, saying:

"In conclusion, we note again that the action taken herein does not prevent either COAH or the Legislature from taking steps to restore a viable administrative remedy that towns can use in satisfaction of their constitutional obligation. In enacting the FHA, the Legislature clearly signaled, and we recognized, that an administrative remedy that culminates in voluntary municipal compliance with constitutional

affordable housing obligations is preferred to litigation that results in compelled rezoning. (Citation omitted.) It is our hope that an administrative remedy will again become an option for those proactive municipalities that wish to use such means to obtain a determination of their housing obligations and the manner in which those obligations can be satisfied" (*In re Adoption of N.J.A.C. 5:96 & 5:97 ex rel. New Jersey Council on Affordable Hous.*, 221 N.J. 1, 34 (2015)); and

WHEREAS, it has been five years since the Mount Laurel IV opinion was issued and, to the detriment of each municipality in New Jersey and to the future viability of the State, neither the Legislature nor the Governor nor COAH have taken any action to remedy the situation; and

WHEREAS, if the Governor, the Legislature and COAH continue to ignore their responsibilities, municipalities will once again face a burdensome, time-consuming and expensive process to obtain Fourth Round Mount Laurel compliance starting in 2025;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton in the County of Sussex, State of New Jersey, that it does hereby request the Governor and the Legislature cease their disregard of this most important provision of the State constitution and take immediate and decisive action to restore a viable administrative remedy that municipalities can use in satisfaction of their constitutional obligations to provide affordable housing.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, March 8, 2021 via video conferencing.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #80-2021

March 8, 2021

“Authorize Refund of Taxes; Block 5.01, Lot 27, for a 100% Disabled Veteran Exemption”

WHEREAS, Daniel Federici, owner of Block 5.01, Lot 27, also known as 3 Academy Street, Newton, New Jersey was granted 100% Disabled Veteran Tax Exemption, effective May 11, 2020 by the adoption of Resolution #220-2020 on October 14, 2020; and

WHEREAS, the Municipal Tax Assessor has determined the effective date is actually March 1, 2020; and

WHEREAS, the Tax Collector had determined the original amount to be refunded for a portion of the 2nd quarter of 2020 was \$1,094.56 (Reso. # 220-2020) and the new effective date of March 1, 2020 requires a portion of the 1st quarter to now be refunded in the amount of \$1,323.44;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Governing Body acknowledges a refund is due to Daniel Federici in the total amount of \$1,323.44 which is now retroactive to March 1, 2020 and that this refund is the result of a 100% Disabled Veteran Tax Exemption; and

BE IT FURTHER RESOLVED, that the Treasurer be authorized to issue a check in the total amount of \$1,323.44 to Daniel Federici, 3 Academy St., Newton, NJ 07860.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, March 8, 2021.

Lorraine Read, RMC
Municipal Clerk

Memo

To: Theresa Schlosser, Tax Collector
From: Scott J. Holzhauer, Tax Assessor
CC: Monica Miebach, CFO
Date: February 16, 2021
Re: Exemption for Disabled Veteran (***ADJUSTMENT REQUIRED***)

Please be advised that I have made the following property fully tax exempt effective immediately, and **retroactive to March 1, 2020** based on an application for Property Tax Exemption as a PERMANENTLY DISABLED VETERAN.

| | |
|----------------------------|------------------|
| Property Owner: | FEDERICI, DANIEL |
| Block / Lot / Qual: | 5.01 / 27 |
| Property Location: | 3 ACADEMY ST |
| 2020 Total Assmt: | 162,400 |
| 2020 Total Taxes: | \$6,932.95 |

I am attaching proof of disability that the Department of Veterans Affairs declared Mr. Federici to be 100% permanently disabled due to a military service-connected condition – effective December 1, 2019. Mr. Federici was honorably discharged from the United States Army and has owned his home in Newton as his primary residence since 8/15/2003.

In connection with this approval the town will have to cancel out any tax liability for the remainder of year 2020 and refund any payments made prior to the retroactive date.

I have already changed the Mod-IV to reflect this exemption for the upcoming 2021 Tax Book.

ADJUSTMENT REQUIRED FROM PRIOR ACTION

There was unfortunately some confusion surrounding the initial approval of this exemption application. As you recall, the application was submitted during the onset of the Covid Lockdown, when regular office operations were interrupted, and then conducted largely by remote. I had made a note on the application indicating the start of the exemption should be May 11, 2020 (the date I processed the exemption), when in fact it should have been March 1, 2020 – which was the date that the applicant submitted the application for review.

Resolution #220-2020 was approved and granted a refund of a "portion" of the 2nd quarter taxes for 2020. This needs to be amended so that the entire 2nd quarter taxes for 2020 are in fact refunded along with a portion of the 1st quarter, as the exemption should have been processed with a date of March 1, 2020.

Original date
Scott



TOWN OF NEWTON

RESOLUTION #81-2021

March 8, 2021

“2020 Tonnage Grant Application”

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which a tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for the **2020 Recycling Tonnage Grant** will memorialize the commitment of this municipality to recycling and to indicate the assent of the Town of Newton's Mayor and Town Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulation; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Newton that the Town of Newton hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates the Sussex County Municipal Utilities Authority for the services of Certified Recycling Professional, to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of the recycling.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, March 8, 2021 via video conferencing.

Lorraine A. Read, RMC
Municipal Clerk

**AGREEMENT BETWEEN TOWN OF NEWTON
AND SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY
FOR CERTIFIED RECYCLING PROFESSIONAL (CRP)
TO CERTIFY THE 2020 ANNUAL RECYCLING TONNAGE REPORT**

Beginning 2013, each New Jersey municipality is required by the Recycling Enhancement Act (REA) to have mandatory Annual Recycling Tonnage Reports approved and “executed” by a Certified Recycling Professional (hereinafter “CRP”). Recycling Tonnage Reports will be submitted by the SCMUA via email to the New Jersey Department of Environmental Protection (NJDEP) utilizing a spreadsheet compatible with the Microsoft Excel structure provided by the Department.

THIS AGREEMENT by and between the Town of Newton, a municipal body politic having its offices at 39 Trinity Street, Newton, New Jersey, 07860, and the Sussex County Municipal Utilities Authority (SCMUA), Sussex County, New Jersey, a body corporate and body politic organized and operating pursuant to NJSA 40:14B-1 et seq. having its offices located at 34 South Route 94, New Jersey, 07848 (hereinafter SCMUA), is dated March 8, 2021.

WHEREAS, the Town of Newton, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Sussex County District Solid Waste Management Plan and amendments thereto and:

WHEREAS, the Town of Newton is desirous of retaining CRP services of the SCMUA for certification of said Annual Recycling Tonnage Report; and:

WHEREAS, the award of this contract between the SCMUA and the Town

of Newton pursuant to N.J.S.A. Section 13:1E-99.14 and pursuant to N.J.S.A. Section 40A:11-5(2). is an exception to the bidding requirements as set forth in the "Local Public Contracts Law";

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants hereinafter set forth, the Town of Newton and the SCMUA make this agreement.

1. The Town of Newton shall retain the services of the SCMUA for a CRP that will be responsible for executing the mandatory annual municipal recycling tonnage report, as provided in the Sussex County District Solid Waste Management Plan, and with the State NJDEP.
2. It is understood that the responsibility for the accuracy of all tonnage and materials reported lies with the municipal representative as the designated preparer of the Recycling Tonnage Report. The Town of Newton designates: Adam Vough as the preparer of the report. The Municipal report preparer is responsible for report verification should the NJDEP audit the report submittal.
3. The Town of Newton shall be responsible to retain the appropriate documentation for five years in the event of a NJDEP field review/audit.

4. The Town of Newton reserves the right to reasonably amend the terms of this Agreement by giving thirty (30) day written notification to the SCMUA of any changes thereto. The SCMUA reserves the right to terminate this Agreement if the amendment is unacceptable to the SCMUA.
5. The Town of Newton shall pay an annual fee of \$300.00 to the SCMUA for the CRP's services. The Town of Newton agrees to pay all invoices within thirty (30) days upon finalization of the report and submittal of voucher. Notwithstanding any other provision herein. The SCMUA's liability arising out of this agreement for any reason whatsoever, whether known or unknown shall never be greater than the annual fee.
6. This agreement is effective for calendar year 2021 (2020 Recycling Tonnage Report), and may be extended for future years, in yearly increments, upon the mutual consent of both parties.
7. This agreement is the entire agreement between the Town of Newton and the SCMUA and supersedes all previous agreements and discussions. Any amendments hereto must be in writing and must be duly executed by both the Town of Newton and the SCMUA to become effective.
8. This Agreement will be entirely performed within the State of New Jersey and it shall be construed in accordance with the laws thereof.

9. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, void, ultravires, or unconstitutional, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS HERETO the parties hereto have set their hands of the proper public official as of the date and year first above written.

Town of Newton
MUNICIPALITY

Matthew S. Dickson, Mayor

SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY

(Name & Title)

By: _____
(Name & Title)



Town of Newton

Adam Vough, Assistant Road Supervisor
Newton Department of Public Works

Email: avough@newtondpw.com
Website: www.newtontownhall.com

To: Sussex County MUA
34 South Route 94
Lafayette, New Jersey 07848

Dear Ms. Latincsics;

This letter is to request the services of the Sussex County Municipal Utilities Authority (SCMUA) and its County Recycling Coordinator, who is a Certified Recycling Professional (CRP). The Town of Newton understands that, under the "Recycling Enhancement Act", specifically N.J.S.A. 13:1E-99.16, a municipality must annually file a Recycling Tonnage Report and Grant Resolution in order to receive municipal recycling tonnage grant funding. We further understand that, effective 2013, our municipality is required to have the Annual Recycling Tonnage Report submitted via email by a CRP. Being that Town of Newton does not have a designated CRP at this date, it is our request to enter into an inter-municipal Letter of Agreement, as a shared service with the SCMUA, by which SCMUA will certify and submit the 2020 Recycling Tonnage Report for payment by Town of Newton in the amount of \$300.00.

This shared service request is for SCMUA's CRP to certify and submit the 2020 Recycling Tonnage Report on behalf of Town of Newton. We understand and agree that the report shall be prepared by a Town of Newton representative no later than two weeks prior to the NJDEP submission deadline of April 30, 2021.

We understand that upon receipt of the Letter of Agreement and resolution from Town of Newton Council meeting, the SCMUA will process and provide their resolution with the completed forms.

Sincerely,



Adam Vough
Municipal Representative



TOWN OF NEWTON

RESOLUTION #82-2021

March 8, 2021

"Approval of J.D.P. Automotive, Inc., DBA Boonton Tire Supply for Auto Services Bid 2R-2021 Repair of Vehicles"

WHEREAS there is a need for auto and equipment repair at times outside of the Town of Newton requiring added expertise; and

WHEREAS the Town of Newton publicly advertised and received bids for auto repair on February 25, 2021 at 12:00 P.M.; and

WHEREAS, J.D.P. Automotive, Inc., DBA Boonton Tire Supply, 74 Sparta Avenue, Newton, New Jersey, has provided for the lowest bid deemed responsive and responsible to the specifications and legal requirements as provided for within the bid document for categories Passenger Vehicles, SUV/Trucks, and Super Duty Trucks/Vans, to wit:

| Passenger Vehicles | |
|---|---------|
| Passenger Vehicles A1a. Standard Labor rate per/hour | \$75.00 |
| Passenger Vehicles A1b. P.M. Labor rate per/hour | \$75.00 |
| Passenger Vehicles Materials/Parts cost plus____ % | 10.00% |
| SUV/ Trucks | |
| SUV/ Trucks A2a. Standard Labor rate per/hour | \$75.00 |
| SUV/ Trucks A2b. P.M. Labor rate per/hour | \$75.00 |
| SUV/ Trucks Materials/Parts cost plus____ % | 10.00% |
| Super Duty Trucks/ Vans | |
| Super Duty Trucks/ Vans A3a. Standard Labor rate p/hour | \$75.00 |
| SUV/ Trucks A3b. P.M. Labor rate per/hour | \$75.00 |
| SUV/ Trucks Materials/Parts cost plus____ % | 10.00% |

WHEREAS it is the desire of the Town of Newton to enter into a two (2) year contract with J.D.P. Automotive, Inc., DBA Boonton Tire Supply for repair and preventative maintenance of vehicles under the tenets of Bid 2R-2021;

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

J.D.P. Automotive, Inc. DBA Boonton Tire Supply is authorized to enter a two (2) year contract from the date of this authorization to provide for repair and preventative maintenance of vehicles under Bid 2R-2021 at the following rates:

| Passenger Vehicles | |
|---|---------|
| Passenger Vehicles A1a. Standard Labor rate per/hour | \$75.00 |
| Passenger Vehicles A1b. P.M. Labor rate per/hour | \$75.00 |
| Passenger Vehicles Materials/Parts cost plus____ % | 10.00% |
| SUV/ Trucks | |
| SUV/ Trucks A2a. Standard Labor rate per/hour | \$75.00 |
| SUV/ Trucks A2b. P.M. Labor rate per/hour | \$75.00 |
| SUV/ Trucks Materials/Parts cost plus____ % | 10.00% |
| Super Duty Trucks/ Vans | |
| Super Duty Trucks/ Vans A3a. Standard Labor rate p/hour | \$75.00 |
| SUV/ Trucks A3b. P.M. Labor rate p/hour | \$75.00 |
| SUV/ Trucks Materials/Parts cost plus____ % | 10.00% |

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 meeting of said Governing Body conducted on Monday, March 8, 2021 via video conferencing.

Lorraine A. Read, RMC
Municipal Clerk

Contract Agreement

3. The TOWN will pay by Voucher and the Contractor will accept in full payment and consideration for performance of the Contractor's obligations hereunder:

| | |
|---|---------|
| Passenger Vehicles | |
| Passenger Vehicles A1a. Standard Labor rate per/hour | \$75.00 |
| Passenger Vehicles A1b. P.M. Labor rate per/hour | \$75.00 |
| Passenger Vehicles Materials/Parts cost plus _____ % | 10.00% |
| SUV/ Trucks | |
| SUV/ Trucks A2a. Standard Labor rate per/hour | \$75.00 |
| SUV/ Trucks A2b. P.M. Labor rate per/hour | \$75.00 |
| SUV/ Trucks Materials/Parts cost plus _____ % | 10.00% |
| Super Duty Trucks/ Vans | |
| Super Duty Trucks/ Vans A3a. Standard Labor rate per/hour | \$75.00 |
| SUV/ Trucks A3b. P.M. Labor rate per/hour | \$75.00 |
| SUV/ Trucks Materials/Parts cost plus _____ % | 10.00% |

4. All increases in labor rates and material costs that may develop during the performance of the work contemplated by this contract shall be assumed by the Contractor.
5. It is expressly understood that the parties hereof that this contract includes where applicable, the tenets, general conditions and legal requirements as complete within Bid #2R-2021Auto Repair Bid as the source of the scope of work and measures of successful performance of the contract.
6. In addition to all other remedies and relief provided by other contract documents, including the Specifications, the Contract shall indemnify, hold and save harmless the Owner, its agents and all representatives thereof, from and against all loss, injury, cause of action, damage and liability to person or property in whatever form and will forever defend in the name of and on behalf of the Owner every suit or cause of action, even if groundless, seeking to enforce any such loss, injury, cause of action, damages and liability to person and property by reason of, arising out of, or in connection with this contract or contract documents, or the failure or neglect or conditions, the aforesaid being in addition to any other right or remedy which the Owner may have against the contractor in law or equity or otherwise.
7. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or conditions, unforeseen, or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, and the failure of the Owner to insist upon strict performance of any terms, covenants, agreements, provisions or conditions in this

Contract Agreement

contractor in the contract documents, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms, covenants, agreements, provisions and conditions, the same shall be the remain in full force and effect with power and authority on the part of the Owner to enforce the same or cause the same to be enforced at anytime, without prejudice to the other rights which the Owner may have against the Contractor under this contract or the contract documents.

8. This contract shall inure to the benefit of and be binding to the parties hereto, their respective heirs, executors, administrators, successors and assigns, but it is expressly understood, covenanted, and agreed that this contract shall not be assigned, sold, subcontracted, pledged, mortgaged or set over the Contractor to any person, firm, corporation or association, except upon the expressed written consent of the Owner.
9. During the performance of this contract the Contractor agrees that he will fully comply with the Affirmative Action Requirements as outlined in the Specifications annexed to and incorporated in full in this contract document (P.L. 1975, c.127.).

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Mayor, attest by its Clerk and its official seal to be hereto affixed, and the said party of the second part has hereunto set his hand and seal or caused these presents to be signed by its proper officers and its corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

TOWN OF NEWTON

Lorraine A. Read, RMC

Matthew S. Dickson, Mayor

ATTEST:

VENDOR



TOWN OF NEWTON

RESOLUTION #83-2021

March 8, 2021

“Authorize Refund of Taxes; Block 4.05, Lot 7, for a 100% Disabled Veteran Exemption”

WHEREAS, Glenn Zanetti owns Block 4.05, Lot 7, also known as 36 Hillside Avenue, Newton, New Jersey; and

WHEREAS, the Municipal Tax Assessor has granted a 100% Disabled Veteran Tax Exemption on March 3, 2021 for the property owned by Glenn Zanetti; and

WHEREAS, the property taxes for Block 4.05, Lot 7, are paid through the 1st quarter of 2021, therefore, a refund is necessary and a portion of the 1st quarter taxes and the entire 2nd quarter taxes need to be cancelled; and

WHEREAS, the Tax Collector has determined the amount to be refunded for a portion of the 1st quarter of 2021 is \$1,339.30 and the amount of a portion of the 1st quarter and the entire 2nd quarter taxes to be cancelled is \$3,138.35;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Governing Body acknowledges a refund is due to Glenn Zanetti in the total amount of \$1,339.30 which is retroactive to January 23, 2021 and this refund is the result of a 100% Disabled Veteran Tax Exemption and a portion of the 1st quarter and the entire 2nd quarter taxes need be cancelled; and

BE IT FURTHER RESOLVED, that the Treasurer be authorized to issue a check in the total amount of \$1,339.30 to Glenn Zanetti, 36 Hillside Avenue., Newton, NJ 07860 and the Tax Collector be authorized to cancel a portion of the 1st quarter and the entire 2nd quarter taxes.

CERTIFICATION

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Lorraine A. Read, RMC
Municipal Clerk

Memo

To: Theresa Schlosser, Tax Collector
From: Scott J. Holzhauer, Tax Assessor
CC: Monica Miebach, CFO
Date: March 3, 2021
Re: Exemption for Disabled Veteran

Please be advised that I have made the following property fully tax exempt effective immediately, and **retroactive to January 23, 2021** based on an application for Property Tax Exemption as a PERMANENTLY DISABLED VETERAN.

| | |
|----------------------------|------------------------|
| Property Owner: | ZANETTI, GLENN & TRACY |
| Block / Lot / Qual: | 4.05 / 7 |
| Property Location: | 36 HILLSIDE AVE |
| 2021 Total Assmt: | 162,700 |
| 2020 Total Taxes: | \$7,196.22 |

I am attaching the Claim Form for the exemption along with the proof that the Department of Veterans Affairs declared Mr. Zanetti to be 100% permanently disabled due to a military service-connected condition – effective November 26, 2019. Mr. Zanetti was honorably discharged from the United States Army and has owned his home in Newton as his primary residence since 10/11/2019.

In connection with this approval the town will have to cancel out any tax liability for the remainder of year 2021 and refund any payments applied prior to the retroactive date.

I have already changed the Mod-IV to reflect this exemption for the upcoming 2022 Tax Book.

If you have any questions, please let me know.

Scott

**NOTE: Property owner was NOT previously receiving the \$250 Veteran's Property Tax Deduction.*



TOWN OF NEWTON

RESOLUTION #84-2021

March 8, 2021

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

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

WHEREAS, the Local Government Electronic Procurement Act (P.L. 2018, c. 156) (the “Act”) authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

WHEREAS, Town of Newton will utilize the online auction services of EMEX, LLC, an approved vendor pursuant to the Act; and

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

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

WHEREAS, if the auction achieves a price of \$0.0800/[kWh/therm] or less for a 12-month term, a price of \$0.0795/[kWh/therm] or less for an 18-month term, a price of \$0.0790/[kWh/therm] or less for a 24-month term; Town of Newton may award a contract to the winning supplier for the selected term;

NOW, THEREFORE BE IT RESOLVED, that the Town Manager and/or Mayor of the Town of Newton be hereby authorized to execute on behalf of the Town of Newton any electricity contract proffered by the participating supplier that submits the winning bid in the EMEX Reverse Auction if the auction achieves a price of \$0.0800/[kWh/therm] or less for a 12-month term, a price of \$0.0795/[kWh/therm] or less for an 18-month term, a price of \$0.0790/[kWh/therm] or less for a 24-month term; Town of Newton may award a contract to the winning supplier for the selected term.

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Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #85-2021

March 8, 2021

“Authorize Credits Due a Water and Sewer Utility Account”

WHEREAS, the Water and Sewer Collector has determined the following Water and Sewer Utility Account is due a credit for the reason stated;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Water and Sewer Collector is hereby authorized to credit the following accounts for amounts billed incorrectly due to the reason(s) stated:

CREDIT FOR AN ACCOUNT THAT SHOULD HAVE BEEN INACTIVE:

| <u>Account</u> | <u>Address</u> | <u>Amount</u> |
|----------------|--------------------|---------------|
| 12944 | 11 Lawnwood Avenue | \$232.89 |

CERTIFICATION

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Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #86-2021

March 8, 2021

"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 2020 and 2021 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

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Lorraine A. Read, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 03/08/2021 For bills from 03/08/2021 to 03/08/2021

| Check# | Vendor | Description | Payment | Check Total |
|--------|---|---|-----------|-------------|
| 3241 | 1846 - ADVANCE AUTO PARTS | PO 58784 TrkVacTube #6271030269 | 9.28 | 9.28 |
| 3242 | 2141 - AIRMATIC COMPRESSOR SYSTEMS, INC. | PO 58768 Compressor Repair WTP | 1,330.00 | 1,330.00 |
| 3243 | 2757 - ATLANTIC TACTICAL INC. | PO 57820 PD RIFLE AMMO ACCT #203375 | 339.66 | 339.66 |
| 3244 | 1132 - BOONTON TIRE SUPPLY INC. | PO 58452 B: POLICE VEHICLE MAINT | 70.00 | 70.00 |
| 3245 | 3893 - CAMPBELL SUPPLY OF SUSSEX CTY LLC | PO 58782 Truck #2 Rprs | 225.59 | 225.59 |
| 3246 | 192 - CAMPBELL'S SMALL ENGINE INC. | PO 58397 BACK PACK BLOWER/CHAIN SAW/WEEK WACKER | 3,280.34 | 3,280.34 |
| 3247 | 163 - CENTURYLINK COMMUNICATIONS, INC. | PO 58406 B: ALARM CIRCUITS | 125.85 | 125.85 |
| 3248 | 2843 - CHELBUS CLEANING CO., INC. | PO 58451 B: CLEANING TOWN BLDGS (JAN-APR) | 2,899.00 | 2,899.00 |
| 3249 | 3770 - CINTAS | PO 58613 DPW/WS: Water Filtration/Cooler/Cleaning | 45.00 | |
| | | PO 58613 DPW/WS: Water Filtration/Cooler/Cleaning | 45.00 | |
| | | PO 58735 B: FIRST AID SUPPLIES DPW/WS Jan - April | 154.06 | |
| | | PO 58735 B: FIRST AID SUPPLIES DPW/WS Jan - April | 119.80 | 363.86 |
| 3250 | 194 - D & E SERVICE CENTER, INC. | PO 58746 Trk#10/Rear Assembly | 4,336.31 | |
| | | PO 58777 Trk#4/Clutch Assembly | 88.14 | 4,424.45 |
| 3251 | 1736 - DANFORTH'S TRAILER & AUTO, INC | PO 58747 SNOW PLOW Ram Assembly | 570.58 | 570.58 |
| 3252 | 4386 - DECOTIIS, FITZPATRICK, COLE& GIBLIN, LLP | PO 58696 GENERAL REDEVELOPMENT | 851.00 | 851.00 |
| 3253 | 768 - DEMPSEY UNIFORM & SUPPLY INC | PO 58687 DPW/ WS Uniforms, Mats/ Supplies 1/2021- | 195.07 | |
| | | PO 58687 DPW/ WS Uniforms, Mats/ Supplies 1/2021- | 1,008.50 | 1,203.57 |
| 3254 | 2386 - DOMINICK'S PIZZA LLC | PO 58634 Lunch Meeting Budget prep - Jan 29, 2021 | 46.30 | |
| | | PO 58709 02/11/2021 - Working lunch - Budget Prep | 28.03 | |
| | | PO 58709 02/11/2021 - Working lunch - Budget Prep | 28.02 | 102.35 |
| 3255 | 2136 - DRAEGER, INC. | PO 58158 SIMULATOR SOLUTION | 120.00 | 120.00 |
| 3256 | 2780 - ENFORSYS POLICE SYSTEM, INC. | PO 58666 MAINT AGREEMENT POLICE RECORD SYS (3/1/2 | 12,000.00 | 12,000.00 |
| 3257 | 4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC. | PO 58692 B: LEGAL FEES NOT TO EXCEED \$60,000 | 6,478.78 | |
| | | PO 58692 B: LEGAL FEES NOT TO EXCEED \$60,000 | 481.00 | 6,959.78 |
| 3258 | 1880 - FIRE & SAFETY SERVICES, LTD., INC. | PO 57857 TOWER TRK REPAIRS | 4,116.60 | |
| | | PO 58642 FIRE TRUCK REPAIRS, NOT TO EXCEED \$26,00 | 13,107.43 | 17,224.03 |
| 3259 | 197 - FIRE FIGHTERS EQUIPMENT CO. INC. | PO 58538 EXTINGUISHER RECHARGE | 92.00 | 92.00 |
| 3260 | 4393 - FMS PHOTO CORP | PO 58785 Portrait | 67.95 | 67.95 |
| 3261 | 373 - GALLS, LLC | PO 58739 MEDICAL SUPPLIES ACCT #4794479 | 281.47 | 281.47 |
| 3262 | 2626 - GENERAL CODE, LLC | PO 58766 SUPPLEMENT #20 cust #NE2921 | 879.55 | 879.55 |
| 3263 | 3804 - HAYDEE BALLESTER | PO 58446 B: COURT TRANSLATION (JAN-DEC) | 140.00 | 140.00 |
| 3264 | 230 - HAYEK'S MARKET INC. | PO 58708 02/17/2021 - Working lunch - Budget Prep | 17.72 | |
| | | PO 58708 02/17/2021 - Working lunch - Budget Prep | 17.72 | 35.44 |
| 3265 | 4337 - HFE SERVICES LLC | PO 58730 B: COMPUTER TECHNOLOGY NOT TO EXCEED \$25 | 741.00 | |
| | | PO 58730 B: COMPUTER TECHNOLOGY NOT TO EXCEED \$25 | 581.00 | |
| | | PO 58765 MAIL SERVER RENEWAL - TH | 287.50 | |
| | | PO 58765 MAIL SERVER RENEWAL - TH | 287.50 | 1,897.00 |
| 3266 | 1866 - HOME DEPOT, INC. | PO 58555 AC/DC VOLTAGE TESTER | 15.85 | |
| | | PO 58779 Nov/Dec2020/ Mat/ Spls/ Repairs | 1,300.13 | |
| | | PO 58779 Nov/Dec2020/ Mat/ Spls/ Repairs | 133.52 | 1,449.50 |
| 3267 | 2140 - HYDRO TECHNOLOGY, LLC. | PO 58714 BACKFLOW INSPECTION : WWTP/Morris Lake 4 | 350.00 | 350.00 |
| 3268 | 332 - J & D SALES & SERVICE,LLC. | PO 56541 RECYLC MAINT RENEW 1/2020-12/2020 | 190.00 | 190.00 |
| 3269 | 3235 - J. CALDWELL & ASSOCIATES, LLC. | PO 58702 ALFRED STEWART-JAN 2021 | 700.00 | |
| | | PO 58703 NBOE-JAN 2021 | 505.00 | |
| | | PO 58704 AHS-JAN 2021 | 65.00 | |
| | | PO 58705 QUANTUM REALM/P.E.-JAN 2021 | 845.00 | |
| | | PO 58706 THORLABS-JAN 2021 | 440.00 | |
| | | PO 58733 PB CONSULT-JAN 2021 | 1,740.00 | 4,295.00 |
| | | PO 58754 ELECTRIC | 17,010.25 | 17,010.25 |
| 3270 | 113 - JCP&L | PO 58222 ULTRAVIOLET GERMICIDAL FILTERS | 8,357.16 | 8,357.16 |
| 3271 | 3772 - JK HVAC SERVICE, LLC. | PO 58764 UST REMEDIATION - JAN | 135.00 | 135.00 |
| 3272 | 2618 - JMC ENVIRONMENTAL CONSULTANTS, INC. | PO 58592 Licensing for Clerks Webinar 2/11/21 | 50.00 | 50.00 |
| 3273 | 3778 - JP MONZO MUNIC CONSULTING, LLC | PO 58748 Snow Plow/Hydraulic Hoses/Pins CUST #NJS | 1,763.28 | 1,763.28 |
| 3274 | 266 - LAFAYETTE AUTO PARTS | PO 58644 Feb 8, 2021 - Business cards - new Council | 408.00 | |
| 3275 | 409 - MINISINK PRESS INC | PO 58719 2020 Annual Report Printing | 138.50 | |
| | | PO 58719 2020 Annual Report Printing | 138.50 | 685.00 |
| 3276 | 53 - MONTAGUE TOOL & SUPPLY, INC. | PO 58774 SNOWBOLTS/RoadsSpllies | 930.01 | 930.01 |
| 3277 | 116 - NEW JERSEY HERALD, INC. | PO 58710 ANNUAL NJH Subscription Account 10051682 | 215.80 | |
| | | PO 58753 NJH Subscription for TH | 215.80 | 431.60 |
| 3278 | 2844 - NORTH JERSEY COURT ADMIN. ASSOC. | PO 58628 2021 MEMBERSHIPS KATHY/MICHELLE | 80.00 | 80.00 |
| 3279 | 3982 - NRAAO | PO 58781 NORTHEASTERN ASSESSORS - 2021 MEMBERSHIP | 40.00 | 40.00 |
| 3280 | 2882 - ONE CALL CONCEPTS, INC. | PO 58516 B: ONE CALL MESSAGES | 55.76 | 55.76 |
| 3281 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 57819 On-Street Overnight Parking Study | 3,218.50 | |
| | | PO 58639 B: WATER ENGINEER not to exceed \$30,000 | 1,786.76 | |
| | | PO 58720 PB CONSULT-DEC 2020 | 162.50 | |
| | | PO 58722 AHS-JAN 2021 | 130.00 | |
| | | PO 58723 WEIS-JAN 2021 | 32.50 | |
| | | PO 58724 WATER ST HOLDING-JAN 2021 | 195.00 | |
| | | PO 58725 FARM POINTE-JAN 2021 | 32.50 | |
| | | PO 58726 AHS HOSPITAL-JAN 2021 | 65.00 | 5,622.76 |
| 3282 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 58727 KATIE'S HOUSE-JAN 2021 | 32.50 | |
| | | PO 58728 ALFRED STEWART-JAN 2021 | 163.25 | |
| | | PO 58729 NEWTON BOE-JAN 2021 | 162.50 | |
| | | PO 58734 QUANTUM REALM/PE-JAN 2021 | 1,816.88 | |
| | | PO 58741 PB CONSULT-JAN 2021 | 162.50 | |
| | | PO 58757 ENGINEERING - DEC | 856.00 | |
| | | PO 58758 ENGINEERING - DEC | 678.08 | |

| | | | | |
|------|--|---|-----------|------------|
| 3283 | 64 - PELLOW, HAROLD & ASSO, INC. | PO 58759 ENGINEERING - DEC | 960.30 | 4,832.01 |
| | | PO 58760 ENGINEERING | 205.50 | |
| | | PO 58761 ENGINEERING | 423.26 | |
| | | PO 58762 ENGINEERING | 83.13 | |
| | | PO 58763 ENGINEERING | 83.13 | 795.02 |
| 3284 | 1416 - PETRO-MECHANICS, INC. | PO 58674 GAS PUMP RPR/Electrical Issue | 1,311.33 | 1,311.33 |
| 3285 | 4204 - PLANET NETWORKS INC. | PO 58412 B: POLICE INTERNET/WEB HOSTING/FIREWALL | 1,359.72 | |
| | | PO 58449 B: INTERNET TH | 159.95 | |
| | | PO 58612 B: INTERNET est.\$339.90 x 4=\$1359.60 ID# | 339.90 | 1,859.57 |
| 3286 | 39 - QUILL CORPORATION | PO 58529 B: POLICE OFFICE SUPPLIES | 592.99 | 592.99 |
| 3287 | 2478 - RACHLES/MICHELE'S OIL COMPANY, INC. | PO 58430 B: GAS | 5,089.55 | 5,089.55 |
| 3288 | 3731 - READY REFRESH BY NESTLE | PO 58481 B: WATER DELV | 129.95 | 129.95 |
| 3289 | 4207 - RIMAGE CORPORATION | PO 58664 DVD-R's FOR BODY WORN CAMERA DVD PRINTER | 169.60 | 169.60 |
| 3290 | 1936 - ROGO FASTENER CO., INC. | PO 58767 SNOW PLOW PARTS/PREP | 1,061.37 | 1,061.37 |
| 3291 | 3660 - SCHENCK, PRICE, SMITH, & KING, LLP | PO 58688 B: SPECIAL COUNSEL FOR TAX APPEALS NOT T | 1,519.88 | 1,519.88 |
| 3292 | 611 - SEBRING AUTO PARTS, INC. | PO 58771 Cleaner/Brakes/Oil/Filters Truck#15/16 | 810.61 | 810.61 |
| 3293 | 1125 - SIRCHIE FINGER PRINT LABS, LLC. | PO 58663 FINGERPRINT PAD | 57.80 | 57.80 |
| 3294 | 2402 - SKYLANDS AREA FIRE EQUIP & TRAINING | PO 57898 GAS METER REPAIR | 795.00 | |
| | | PO 57899 DISINFECTANT FOR GEAR | 134.91 | |
| | | PO 57906 GLOVES/HOODS/REPLACEMENT GEAR | 3,198.78 | 4,128.69 |
| 3295 | 4024 - SPECTROTEL | PO 58408 B: LOCAL/LONG DISTANCE PHONE (ACCT #37 | 601.00 | 601.00 |
| 3296 | 2257 - STAPLES | PO 58530 B: POLICE OFFICE SUPPLIES | 723.48 | |
| | | PO 58591 mouse/wrist pad | 37.18 | |
| | | PO 58623 DPW OFFICE SUPP'S GARAGE | 25.57 | 786.23 |
| 3297 | 4389 - START WITH WHY DIGITAL LLC | PO 58630 Online Courses for multiple employees | 236.15 | 236.15 |
| 3298 | 4389 - START WITH WHY DIGITAL LLC | PO 58630 Online Courses for multiple employees | 753.40 | 753.40 |
| 3299 | 146 - STATE OF NEW JERSEY - PWT | PO 58756 1st Qtr W/S Tax | 370.08 | 370.08 |
| 3300 | 102 - SUSSEX CAR WASH INC | PO 58526 B: POLICE CAR WASHES | 168.00 | |
| | | PO 58742 PD VEHICLE WASHES | 232.00 | 400.00 |
| 3301 | 418 - SUSSEX COUNTY DETECTIVES ASSOC. | PO 58738 2021 DETECTIVE MEMBERSHIP | 125.00 | 125.00 |
| 3302 | 130 - SUSSEX COUNTY P & H, INC. | PO 58515 B: PLUMBING SUPPLIES | 109.97 | 109.97 |
| 3303 | 3897 - SYNCHRONY BANK | PO 58588 Code Enf. Cell Phone Case | 21.98 | |
| | | PO 58621 Supplies for Town Manager | 21.09 | |
| | | PO 58637 Voice recorder - Historic Meeting Minute | 38.39 | 81.46 |
| 3304 | 371 - T.A. MOUNTFORD COMPANY, INC. | PO 58740 POLICE COPIER SVC CONTRACT 2021 | 700.00 | 700.00 |
| 3305 | 2479 - TAYLOR OIL CO., INC. | PO 58431 B: DIESEL | 5,526.22 | 5,526.22 |
| 3306 | 1218 - TCTANJ | PO 58424 2021 MEMBERSHIP | 100.00 | |
| | | PO 58424 2021 MEMBERSHIP | 100.00 | 200.00 |
| 3307 | 2675 - TIRE KING, INC. | PO 58745 Replace Fleet Tires/#7,17 | 2,128.00 | 2,128.00 |
| 3308 | 2781 - TRIMBOLI & PRUSINOWSKI, LLC. | PO 58732 B: SPECIAL ATTORNEY FOR LABOR RELATIONS | 960.50 | |
| | | PO 58732 B: SPECIAL ATTORNEY FOR LABOR RELATIONS | 960.50 | 1,921.00 |
| 3309 | 4130 - UNITED FIRE PROTECTION CORP. | Rep1 check for PO#57790 Fire Sys WTP | 39,358.00 | 39,358.00 |
| 3310 | 4130 - UNITED FIRE PROTECTION CORP. | Replacement Ch for PO#58391, invoice #25 | 790.00 | 790.00 |
| 3311 | 4130 - UNITED FIRE PROTECTION CORP. | PO 58707 CPU FIRE ALARM SYSTEM | 682.00 | 682.00 |
| 3312 | 1819 - VOGEL,CHAIT,COLLINS,SCHNEIDER, PC, | PO 58697 NEWTON COMMONS-JAN 2021 ESCROW | 120.00 | |
| | | PO 58698 BEYOND THE WALK-JAN 2021 ESCROW | 30.00 | |
| | | PO 58699 AHS-HOSPITAL-JAN 2021 | 495.00 | |
| | | PO 58700 ALFRED STEWART-JAN 2021 ESCROW | 105.00 | |
| | | PO 58701 LANDMARK-JAN 2021 ESCROW | 75.00 | |
| | | PO 58721 PB CONSULT-JAN 2021 | 585.00 | 1,410.00 |
| 3313 | 2635 - W.B. MASON, INC. | PO 58400 OFFICE CHAIRS | 2,390.74 | |
| | | PO 58547 Custom date stamps; note pads | 149.63 | 2,540.37 |
| 3314 | 382 - WELDON ASPHALT COMPANY, INC. | PO 58711 Road Rpr/Cold Patching Town | 2,930.00 | 2,930.00 |
| 3315 | 1656 - WILDFLOWERS WITH TAMI | PO 58542 Dish Gardens | 150.00 | |
| | | PO 58633 Dish Garden | 75.00 | |
| | | PO 58749 BEREAVEMENT DISH GARDEN | 115.00 | 340.00 |
| 3316 | 2713 - WILLIAM GRENNILLE, LLC. | PO 58662 2/13 to 2/21/2021 - W/S COVERAGE JOE CAR | 4,085.00 | 4,085.00 |
| 3317 | 3726 - WITMER PUBLIC SAFTEY GROUP, iINC. | PO 57802 HOSE REPLACEMENT | 2,787.78 | 2,787.78 |
| | | | | ----- |
| | TOTAL | | | 188,158.10 |

Summary By Account

| ACCOUNT | DESCRIPTION | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|----------|---|------------|--------------|---------------|-----------|
| 101299 | Due to Clearing | | | 0.00 | 99,598.88 |
| 1050200 | TOWN MANAGER'S OFFICE - OTHER EXPENSES | 2,545.68 | | | |
| 1051200 | TOWN CLERK'S OFFICE - OTHER EXPENSES | 526.52 | | | |
| 1052200 | TOWN COUNCIL - OTHER EXPENSES | 632.95 | | | |
| 1053200 | HUMAN RESOURCE - OTHER EXPENSES | 98.96 | | | |
| 1054200 | FINANCE ADMINISTRATION - OTHER EXPENSES | 76.50 | | | |
| 1055200 | ASSESSMENT OF TAXES - OTHER EXPENSES | 40.00 | | | |
| 1056200 | COLLECTION OF TAXES - OTHER EXPENSES | 122.46 | | | |
| 1058200 | LEGAL SERVICES - OTHER EXPENSES | 8,855.16 | | | |
| 1059200 | MUNICIPAL COURT - OTHER EXPENSES | 318.96 | | | |
| 1060200 | ENGINEERING - OTHER EXPENSES | 38.25 | | | |
| 1060200A | (2020) ENGINEERING - OTHER EXPENSES | | 4,752.58 | | |
| 1061200 | BUILDINGS & GROUNDS - OTHER EXPENSES | 3,562.01 | | | |
| 1061200A | (2020) BUILDINGS & GROUNDS - OTHER EXPENSES | | 589.77 | | |
| 1062200 | PLANNING BOARD - OTHER EXPENSES | 2,581.25 | | | |
| 1062200A | (2020) PLANNING BOARD - OTHER EXPENSES | | 162.50 | | |
| 1063200 | HISTORIC COMMISSION - OTHER EXPENSES | 38.39 | | | |
| 1064200 | COMMUNITY DEVELOPMENT - OTHER EXPENSES | 11.23 | | | |
| 1070200A | (2020) FIRE DEPARTMENT - OTHER EXPENSES | | 7,008.47 | | |
| 1074200 | POLICE DEPARTMENT - OTHER EXPENSES | 1,619.40 | | | |
| 1074200A | (2020) POLICE DEPARTMENT - OTHER EXPENSES | | 339.66 | | |
| 1074300 | COMMUNICATIONS CENTER - OTHER EXPENSES | 14,668.56 | | | |
| 1077500 | CODE ENFORCEMENT - OTHER EXPENSES | 21.98 | | | |
| 1080200 | ROAD REPAIR & MAINT - OTHER EXPENSES | 667.74 | | | |
| 1080200A | (2020) ROAD REPAIR & MAINT - OTHER EXPENSES | | 660.70 | | |
| 1081200 | SNOW REMOVAL - OTHER EXPENSES | 4,550.83 | | | |

| | | | | | |
|------------|--|-----------|-----------|-----------|-----------|
| 1081200A | (2020) SNOW REMOVAL - OTHER EXPENSES | | 73.92 | | |
| 1083300 | VEHICLE MAINTENANCE - OTHER EXPENSES | 7,842.34 | | | |
| 1083300A | (2020) VEHICLE MAINTENANCE - OTHER EXPENSES | | | 17,360.20 | |
| 1087200 | RECREATION - OTHER EXPENSES | 22.46 | | | |
| 1089200 | UTILITY EXP/BULK PURCH - OTHER EXPENSES | 13,153.80 | | | |
| 1091200A | (2020) PARKS & PLAYGROUNDS - OTHER EXPENSES | | | 3,309.91 | |
| 1095200 | CAPITAL IMPROVEMENTS - OTHER EXPENSES | 104.00 | | | |
| 1095200A | (2020) CAPITAL IMPROVEMENTS - OTHER EXPENSES | | | 3,241.74 | |
| ----- | | | | | |
| TOTALS FOR | CURRENT FUND | 62,099.43 | 37,499.45 | 0.00 | 99,598.88 |
| ===== | | | | | |
| 111200 | APPROPRIATED RESERVES FOR GRANTS | | | 120.00 | |
| 111299 | Due to Clearing | | | 0.00 | 120.00 |
| ----- | | | | | |
| TOTALS FOR | FEDERAL/STATE GRANTS | 0.00 | 0.00 | 120.00 | 120.00 |
| ===== | | | | | |
| 301299 | Due to Clearing | | | 0.00 | 9,287.18 |
| 3091709 | ORD 2017-9 VARIOUS \$1,405 | 135.00 | | | |
| 3091903 | ORD 2019-3 Var-B&Groof/skidSteer/Plainfl | 8,357.16 | | | |
| 3091913 | ORD 2019-13 Trail(24T Gt) \$50T Funded | 464.46 | | | |
| 3091914 | ORD 2020 - 8 HALSTED & MADISON STS | 166.26 | | | |
| 3092005 | ORD 2020-23 TRAIL GRANT PH 3 | 164.30 | | | |
| ----- | | | | | |
| TOTALS FOR | CAPITAL | 9,287.18 | 0.00 | 0.00 | 9,287.18 |
| ===== | | | | | |
| 601299 | DUE TO CLEARING | | | 0.00 | 33,783.91 |
| 6051200 | W&S OPERATING - TOTAL OTHER EXPENSES | 24,521.63 | | | |
| 6051200A | (2020) W&S OPERATING - TOTAL OTHER EXPENSES | | 9,262.28 | | |
| ----- | | | | | |
| TOTALS FOR | WATER/SEWER UTILITY | 24,521.63 | 9,262.28 | 0.00 | 33,783.91 |
| ===== | | | | | |
| 611299 | DUE TO CLEARING | | | 0.00 | 39,358.00 |
| 6192009 | ORD 2020-15 Morris Lk,Fire Alarm Upgd | 39,358.00 | | | |
| ----- | | | | | |
| TOTALS FOR | WATER/SEWER CAPITAL | 39,358.00 | 0.00 | 0.00 | 39,358.00 |
| ===== | | | | | |
| 711299 | DUE TO CLEARING | | | 0.00 | 2,550.75 |
| 711440 | ENGINEER REVIEW FEES | | | 2,475.75 | |
| 711700 | REDEVELOPMENT ESCROW FEES | | | 75.00 | |
| ----- | | | | | |
| TOTALS FOR | TRUST | 0.00 | 0.00 | 2,550.75 | 2,550.75 |
| ===== | | | | | |
| 721299 | DUE TO CLEARING | | | 0.00 | 3,459.38 |
| 721311 | THORLABS - PL BD ESCROW (5/10) | | | 440.00 | |
| 721344 | RESERVE AHS Invest Onsite Inspect(10/18) | | | 130.00 | |
| 721359 | WATER ST HOLDING (10/19) | | | 195.00 | |
| 721362 | WEISS #143 | | | 32.50 | |
| 721365 | QUANTUM REALM,PUNC EQ (12/20) | | | 2,661.88 | |
| ----- | | | | | |
| TOTALS FOR | DEVELOPERS ESCROW (Fund 72) | 0.00 | 0.00 | 3,459.38 | 3,459.38 |
| ===== | | | | | |

| | |
|---|------------|
| Total to be paid from Fund 10 CURRENT FUND | 99,598.88 |
| Total to be paid from Fund 11 FEDERAL/STATE GRANTS | 120.00 |
| Total to be paid from Fund 30 CAPITAL | 9,287.18 |
| Total to be paid from Fund 60 WATER/SEWER UTILITY | 33,783.91 |
| Total to be paid from Fund 61 WATER/SEWER CAPITAL | 39,358.00 |
| Total to be paid from Fund 71 TRUST | 2,550.75 |
| Total to be paid from Fund 72 DEVELOPERS ESCROW (Fund 72) | 3,459.38 |
| | ===== |
| | 188,158.10 |

Checks Previously Disbursed

| | | | | |
|--------|---------------------------------|------------------------------------|------------|-----------|
| 218113 | PRUDENTIAL RETIREMENT DCRP | DCRP plan #316149 sub plan #022060 | 790.94 | 3/04/2021 |
| 211019 | ELAVON - ON LINE FEES | Feb Court CC fees | 73.30 | 3/04/2021 |
| 218112 | POLICE & FIRE RETIREMENT SYSTEM | FEB PFRS | 19,000.00 | 3/03/2021 |
| 218111 | PUBLIC EMPLOYEE RETIRE SYSTEM | FEB PERS | 16,000.00 | 3/03/2021 |
| 218110 | ADP, LLC | PR 3-4-21 | 213,082.15 | 3/02/2021 |
| 217109 | PAYROLL ACCOUNT | Trust Cash 3-4-21 PR | 25,525.72 | 3/02/2021 |
| 217108 | PAYROLL ACCOUNT | Trust Cash 3-4-21 PR | -3,584.25 | 3/02/2021 |
| 211018 | PAYROLL ACCOUNT | Gross Payroll | 192,233.69 | 3/02/2021 |
| 211108 | PAYROLL ACCOUNT | Grant Cash 3-4-21 PR | 534.81 | 3/02/2021 |
| 217108 | PAYROLL ACCOUNT | Trust Cash 3-4-21 PR | 3,584.25 | 3/02/2021 |
| 216008 | PAYROLL ACCOUNT | Water Sewer Cash 3-4-21 PR | 38,949.30 | 3/02/2021 |
| 211017 | BANK OF NEW YORK MELLON | MCIA 09 Interest | 22,375.00 | 3/01/2021 |
| 17974 | SPARTA POSTMASTER | W/S BILLS POSTAGE 1ST QTR | 999.58 | 2/26/2021 |

MANUAL VOID

533,148.74
 -3,584.25 *VOIDED

 529,564.49

| Totals by fund | Previous Checks/Voids | Current Payments | Total |
|-------------------------------------|-----------------------|------------------|---------------------|
| Fund 10 CURRENT FUND | 214,681.99 | 99,598.88 | 314,280.87 |
| Fund 11 FEDERAL/STATE GRANTS | 534.81 | 120.00 | 654.81 |
| Fund 30 CAPITAL | | 9,287.18 | 9,287.18 |
| Fund 60 WATER/SEWER UTILITY | 39,948.88 | 33,783.91 | 73,732.79 |
| Fund 61 WATER/SEWER CAPITAL | | 39,358.00 | 39,358.00 |
| Fund 71 TRUST | 25,525.72 | 2,550.75 | 28,076.47 |
| Fund 72 DEVELOPERS ESCROW (Fund 72) | | 3,459.38 | 3,459.38 |
| Fund 81 PAYROLL | 248,873.09 | | 248,873.09 |
| ----- | | | |
| BILLS LIST TOTALS | 529,564.49 | 188,158.10 | 717,722.59 ===== |