



**AGENDA
NEWTON TOWN COUNCIL
SEPTEMBER 15, 2021
7:00pm**

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

Mr. Couce Mrs. Diglio Mr. Schlaffer Mrs. Teets Mayor Dickson

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. PRESENTATIONS

- a. Lorraine A. Read – Retirement Plaque
- b. Teresa A. Oswin – Municipal Clerk – Oath of Office
- c. Janien N. Roberts – Registrar – Oath of Office

V. APPROVAL OF MINUTES

- a. August 9, 2021 – Regular Meeting
- b. August 26, 2021 – Special Meeting

VI. 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.

VII. COUNCIL & MANAGER REPORTS

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

VIII. UNFINISHED BUSINESS

IX. ORDINANCES

- a. 2nd Reading and Public Hearing
Ordinance 2021-18

An Ordinance to Amend, Revise, And Supplement Chapter 266 of the Town Code of the Town of Newton, Entitled "Streets And Sidewalks", Most Notably Article I, "Snow and Ice Removal" By Adding a New Section 266-5, Entitled "Violations And Penalties"

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

X. CONSENT AGENDA

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

- a. Resolution #177-2021* Resolution Appointing Janien N. Roberts as Local Registrar Effective September 1, 2021
- b. Resolution #178-2021* Resolution Appointing Teresa A. Oswin as Municipal Clerk Effective September 1, 2021
- c. Resolution #179-2021* Authorize Cancellation and Refund of Taxes; Block 22.10, Lot 9, for a 100% Disabled Veteran Exemption
- d. Resolution #180-2021* Authorize Cancellation of Taxes; Block 4.05, Lot 7, for a 100% Disabled Veteran Exemption
- e. Resolution #181-2021* Authorize Refund of Taxes; Block 14.03, Lot 11.01, for Property Exemption
- f. Resolution #182-2021* To Cancel Grant Receivable and Appropriated Reserve for Unrealized Municipal Alliance Grant 2019/2020
- g. Resolution #183-2021* Accept and Approve Corrective Action Plan for 2020 Audit
- h. Resolution #184-2021* Authorization to Provide for the Purchase of Road Salt and Snow Grit for the Department of Public Works for the Town of Newton
- i. Resolution #185-2021* Award the Contract for the Proposed Improvements to Elm Street, Hampton Street, and Upper Union Place to Schifano Construction, Denville Line Painting, and Campbell Foundry, through the Morris County Cooperative Pricing Council
- j. Resolution #186-2021* Authorizing the Town of Newton to Enter into an Agreement with CGP&H LLC for Administrative Agent Services Related to Affordable Housing
- k. Resolution #187-2021* Insertion of Special Items of Revenue in the 2021 Town of Newton Budget Pursuant to N.J.S.A. 40A:4-87 (C. 159, PL 1948)
- l. Resolution #188-2021* Authorizing the Award of a Proprietary Contract to Pall Water
- m. Resolution #189-2021* Refund of Monies for Taxes, Due to a State Tax Court Judgement for Block 5.01, Lot 11, also known as 20 Water Street
- n. Resolution #190-2021* Authorize Credits Due Water and Sewer Utility Accounts
- o. Resolution #191-2021* Approve Bills and Vouchers for Payment

XI. RESOLUTIONS

- a. Resolution #175-2021
- b. Resolution #176-2021

Amending Local Emergency Planning Committee
for Calendar Year 2021
Concur with Town Manager's Appointment of
School Crossing Guards for 2021-2022 School Year

XII. DISCUSSION

XIII. OPEN TO THE PUBLIC (3 minutes each)

XIV. COUNCIL & MANAGER COMMENTS

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

TOWN OF NEWTON

ORDINANCE 2021-18

AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT CHAPTER 266 OF THE TOWN CODE OF TOWN OF NEWTON, ENTITLED "STREETS AND SIDEWALKS", MOST NOTABLY ARTICLE I, "SNOW AND ICE REMOVAL" BY ADDING A NEW SECTION 266-5, ENTITLED "VIOLATIONS AND PENALTIES"

WHEREAS, the Town of Newton has reviewed the current Town Code and determined Chapter 266 of said Code needs to be revised to include penalties for violations of the provisions of Article I of Chapter 266 of the Town Code in regard to penalties for violations of said Chapter I Article.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that Chapter 266 of the Town Code, entitled "Streets and Sidewalks", is hereby amended, revised, and supplemented as to Article 1 of Chapter 266, entitled "Snow and Ice Removal", by creating a new Section 266-5, entitled "Violations and Penalties", as follows:

Section 1. A new Section 266-5 shall be adopted as follows:

266-5 Violations and Penalties

Any violation of §266-1 and/or §266-2 of the Town Code shall result in a penalty of Fifty (\$50.00) Dollars for the first (1st) offense, One Hundred (\$100.00) Dollars for the second (2nd) offense, and a mandatory Municipal Court appearance for any third (3rd) or subsequent offense at any time. All violations subsequent to the enactment of this Section shall be cumulative in nature. Except as provided herein for in §266-3 of the Town Code, any person violating the provisions of this Chapter shall also be punishable as provided in Chapter 1, General Provisions, Article III, General Penalty of the Code of the Town of Newton."

Section 2. Severability and Repealer

If any part, portion, section, and/or provision of this Ordinance shall be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this Ordinance as a whole and/or any part thereof other than the part, portion, sentence, and/or provision which is held invalid.

Section 3. Inconsistencies

Any ordinance or part of any ordinance which is inconsistent with this Ordinance shall be repealed as to their inconsistencies only.

Section 4. Effective Date

This Ordinance shall take effect immediately upon adoption and publication in accordance with law.

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, August 9, 2021. It was adopted, after final reading and public reading thereon, at a regular meeting of the Newton Town Council conducted at 7:00 p.m. or as soon thereafter as the matter be heard on Wednesday, September 15, 2021 in the Council Chambers at the Newton Town Municipal Building, 39 Trinity Street, Newton, New Jersey and shall take effect in accordance with law.

ATTEST:

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #177-2021

September 15, 2021 "Resolution Appointing Janien N. Roberts
as Local Registrar Effective September 1,
2021"

WHEREAS, Lorraine A. Read, the Local Registrar for the Town of Newton, retired effective August 30, 2021; and

WHEREAS, Janien N. Roberts, has completed the requisite courses and testing and has achieved the title of "Certified Municipal Registrar" by the State of New Jersey;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Newton, in the County of Sussex and State of New Jersey, that Janien N. Roberts, CMR is hereby appointed as the Local Registrar for the Town of Newton for a three (3) year term effective September 1, 2021 to August 31, 2024.

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, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #178-2021

September 15, 2021 "Resolution Appointing Teresa A. Oswin as
Municipal Clerk Effective September 1,
2021"

WHEREAS, N.J.S.A. 40A:9-133 provides "in every municipality there shall be a Municipal Clerk appointed for a three (3) year term by the governing body of the municipality" and also provides "no person shall be appointed or reappointed as a Municipal Clerk unless that person holds a Registered Municipal Clerk certificate issued pursuant to section 3 or section 4 of P.L.1985"; and

WHEREAS, N.J.S.A. 40A:9-133 provides "the term of a Municipal Clerk shall be deemed to have begun as of the actual date upon which a person serving as Municipal Clerk is appointed"; and

WHEREAS, there will be a vacancy in the office of Municipal Clerk of the Town of Newton effective August 31, 2021; and

WHEREAS, the Town Council desires to appoint Teresa A. Oswin, a Registered Municipal Clerk, as Municipal Clerk to commence on September 1, 2021 for a three (3) year term;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Newton, in the County of Sussex and State of New Jersey, that Teresa A. Oswin is hereby appointed Municipal Clerk of the Town of Newton for a three (3) year term effective September 1, 2021, in accordance with the provisions of N.J.S.A. 40A:9-133.

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, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #179-2021

September 15, 2021 "Authorize Cancellation and Refund of Taxes; Block 22.10, Lot 9, for a 100% Disabled Veteran Exemption"

WHEREAS, Lawrence Pittenger owns Block 22.10, Lot 9, also known as 49 Sussex Street, Newton, New Jersey; and

WHEREAS, the Municipal Tax Assessor has granted a 100% Disabled Veteran Tax Exemption on April 7, 2021 for the property owned by Lawrence Pittenger; and

WHEREAS, a portion of the 2nd quarter taxes need to be refunded and a portion of the 2nd quarter and the entire portion of the 3rd, and 4th quarter property taxes need to be cancelled; and

WHEREAS, the Tax Collector has determined the portion of the 2nd quarter taxes to be refunded is \$1,030.41 and the portion of the 2nd, 3rd, and 4th quarter taxes to be cancelled is \$5,815.75;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Governing Body acknowledges that a portion of the 2nd quarter taxes need be refunded and 2nd, 3rd, and 4th quarter taxes need be cancelled; and

BE IT FURTHER RESOLVED, that the Collector be authorized to cancel the taxes in the total amount of \$5,815.75 and that the Treasurer be authorized to issue a check in the total amount of \$1,030.41 to Lawrence Pittenger, 49 Sussex Street, Newton, NJ 07860.

CERTIFICATION

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #180-2021

**September 15, 2021 "Authorize Cancellation 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 3rd and 4th quarter property taxes for Block 4.05, Lot 7 need to be cancelled; and

WHEREAS, the Tax Collector has determined that the amount of the 3rd and 4th quarter taxes to be cancelled is \$3,710.37;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Governing Body acknowledges that the 3rd and 4th quarter taxes need be cancelled; and

BE IT FURTHER RESOLVED, that the Collector be authorized to cancel the taxes in the total amount of \$3,710.37.

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, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #181-2021

**September 15, 2021 "Authorize Refund of Taxes; Block 14.03,
Lot 11.01, for Property Exemption"**

WHEREAS, Block 14.03, Lot 11.01, also known as 30 Madison Street, Newton, NJ is owned by CCI Foundation, Inc.; and

WHEREAS, CCI Foundation, Inc. filed an appeal to the County of Sussex; and

WHEREAS, based on a Memorandum of Judgment from the County of Sussex, full exemption was approved for 2021; and

WHEREAS, CCI Foundation, Inc. had paid the 1st quarter taxes for 2021 in full; and

WHEREAS, a refund is due to CCI Foundation, Inc. in the amount of \$2,282.27 for 1st quarter taxes and the remaining year taxes are to be cancelled in the amount of \$6,989.22;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Governing Body acknowledges a refund is due to CCI Foundation, Inc in the amount of \$2,282.27 and the remaining taxes have to be cancelled; and

BE IT FURTHER RESOLVED, that the Tax Collector be directed and authorized to refund the tax overpayment in the amount of \$2,282.27 to CCI Foundation, Inc. 182 Rt. 185 Stanhope Rd., Stanhope, NJ 07874 and cancel the remaining taxes.

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, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #182-2021

September 15, 2021 "To Cancel Grant Receivable and Appropriated Reserve for Unrealized Municipal Alliance Grant 2019/2020"

WHEREAS, the Town of Newton received an award in the amount of \$18,409.00 from the State of New Jersey Governor's Council on Alcoholism and Drug Abuse through the County of Sussex which was appropriated in the 2019 Municipal Budget for a Municipal Alliance Grant; and

WHEREAS, the total amount of the award was not utilized because of the Coronavirus. The costs of expended and approved total \$8,670.83; and

WHEREAS, there is a grant receivable balance of \$9,738.17 due from the County of Sussex, State of New Jersey for Municipal Alliance on the Federal and State Grant Balance Sheet and an appropriation reserve of the same amount; and

WHEREAS, it is necessary to formally cancel the receivable and appropriation balances;

NOW, THEREFORE BE IT RESOLVED, by a majority of the full membership of the Town Council of the Town of Newton that we hereby cancel the following receivable and appropriated reserve balance:

Federal & State Grant Fund

Grant Receivable – Municipal Alliance	\$ 9,738.17
Appropriated Reserves – Municipal Alliance Grant	\$ 9,738.17

CERTIFICATION

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #183-2021

September 15, 2021 "Accept and Approve Corrective Action Plan for 2020 Audit"

WHEREAS, a Corrective Action Plan for the Audit Report Year of 2020 has been prepared and filed by Chief Financial Officer, Monica Miebach; and

WHEREAS, said Plan has been reviewed by the Mayor and Council of the Town of Newton;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Town of Newton that the Corrective Action Plan for the Audit Report Year of 2020 is accepted and approved for filing in the Municipal Clerk's Office.

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, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON
COUNTY OF SUSSEX
CORRECTIVE ACTION PLAN
FOR THE DECEMBER 31, 2020 REPORT OF AUDIT

THIS CORRECTIVE ACTION PLAN HAS BEEN PREPARED IN ACCORDANCE WITH FEDERAL AND STATE GUIDELINES. A COPY WILL BE ON FILE AND AVAILABLE FOR PUBLIC INSPECTION IN THE TOWN OF NEWTON MUNICIPAL CLERK'S OFFICE NO LATER THAN 60 DAYS FROM WHEN THE AUDIT WAS RECEIVED. THIS PLAN SHALL ALSO BE FILED WITH THE STATE OF NEW JERSEY – DIVISION OF LOCAL GOVERNMENT SERVICES.

Finding #1

Description: A formal cash receipts journal is not being maintained by the Clerk's office.

Analysis: It was found that the receipt date was missing from the cash receipts journal, only a deposit date was recorded.

Corrective Action: A formal cash receipts journal is being maintained by the Clerks's office where there are receipt and deposit dates listed.

Implementation Date: August 2021.

AUDIT REPORT RECEIVED:	June 26, 2021
DATE OF REPORT:	June 23, 2021
REPORTED BY:	Monica B. Miebach, CMFO #N-886



TOWN OF NEWTON

RESOLUTION #184-2021

September 15, 2021 **“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 Town of Newton may by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services under the Sussex County Cooperative; and

WHEREAS, the Town of Newton Department of Public Works, has the need on a timely basis to purchase goods and services utilizing Sussex County Cooperative Contracts, duly authorized under law to extend contract pricing to local units, per N.J.A.C. 5:34-7 et. Seq.; and

WHEREAS, in accord with N.J.S.A. 40A:11-11, the County of Sussex Cooperative Purchasing has extended pricing authorized under the cooperative for the following companies and pricing units:

<u>Rock Salt</u>	<u>Price Per Ton</u>
American Rock Salt Company, LLC PO Box 190 Mt. Morris, NY 14510	\$58.99
<u>Snow Grit</u> Eastern Concrete Materials, Inc. 250 Pehle Avenue, Plaza One, Suite 503 Saddle Brook, NJ 07663	\$14.50
North Church Gravel, Inc. PO Box 235 Oak Ridge, NJ 07438	\$9.50
Stavola Construction Materials 175 Drift Road Tinton Falls, NJ 07724	\$16.50

WHEREAS, subject to the approval of future budgets, the Chief Financial Officer has certified funds are available in the 2021 Town of Newton operating budget to award these contracts for the 2021-2022 portion of the contracts not to exceed \$30,000.

2021 Current Fund - Line item 1081239 \$30,000.00

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Newton, authorizes the Town Manager and/ or his designee, to enter into a contract with approved Sussex County Cooperative Contracts extended to municipal units, pursuant to all conditions of the individual county cooperative contracts to wit: American Rock Salt Company, LLC, Eastern Concrete Materials Inc., North Church Gravel Inc. and Stavola Construction Materials at the bid prices and conditions as awarded.

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, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #185-2021

September 15, 2021 “Award the Contract for the Proposed Improvements to Elm Street, Hampton Street, and Upper Union Place to Schifano Construction, Denville Line Painting, and Campbell Foundry, through the Morris County Cooperative Pricing Council”

WHEREAS, the Governing Board of the Town of Newton adopted Resolution #85-2016 on June 13, 2016 in an effort to save budgeted monies and improve services for itself by renewing membership in the Morris County Cooperative Pricing Council; and

WHEREAS, Schifano Construction Corporation, 1 Smalley Avenue Middlesex, New Jersey was awarded Contract #6, Road Surfacing in the Morris County Co-Op's portion for municipalities with regard to Resurfacing of Roads; and

WHEREAS, Denville Line Painting, Inc., 2 Green Pond Road, Rockaway, New Jersey was awarded Contract #36, Traffic Striping on Roadways in the Morris County Co-op; and

WHEREAS, Campbell Foundry Company, 800 Bergen Street Harrison, New Jersey was awarded Contract #14, Catch Basins + Manhole Castings in the Morris County Co-op; and

WHEREAS, the Town Engineer, Harold E. Pellow, has recommended Schifano Construction, Denville Line Painting, Inc., and Campbell Foundry Company, be retained for the Improvements to Elm Street, Hampton Street, and Upper Union Place in the Town of Newton, based on the Morris County Cooperative Pricing Council contract pricing:

To be awarded to Schifano Construction through the Morris County Co-op	\$67,877.25
To be awarded to Denville Line Painting through the Morris County Co-op	\$2,017.02
To be awarded to Campbell Foundry Co. through the Morris County Co-op	\$1,312.00

Total Cost through Morris County Co-Op for the Project **\$71,206.27**

WHEREAS, the Chief Financial Officer as required by N.J.S.A. 40A:4-5, N.J.A.C. 5:34-5.1 et seq., hereby certifies funds are available from:

Capital Fund – Ord. #2021-7 Road Improvements – Elm Street, Hampton Street, and Upper Union Place Account #30921011

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, that the contract for the Improvements Elm Street, Hampton Street, and Upper Union Place in the Town of Newton is hereby awarded to Schifano Construction Corporation in the amount of \$67,877.25, Denville Line Painting, in the amount of \$2,017.02 and Campbell Foundry, in the amount of \$1,312.00 based on the Morris County Cooperative Pricing Council bid results in the total amount of \$71,206.27.

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, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT**

**RECOMMENDATION OF AWARD
STATE AID PROJECT**

BE IT RESOLVED

that the Newton Town Council hereby recommends to the New Jersey Department of Transportation that the contract for Proposed Improvements to Elm Street, Hampton Street & Upper Union Place – Milling and Paving in the Town of Newton, County of Sussex, be awarded to Schifano Construction Corp., 1 Smalley Avenue, Middlesex, NJ 08846 in the amount of \$67,877.25 subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the _____ **on** _____
(Name of Local Government) (Date of Award)

(Presiding Officer)

(Date)

(Clerk)

(Date)

(Affix Seal)

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT**

**RECOMMENDATION OF AWARD
STATE AID PROJECT**

BE IT RESOLVED

that the Newton Town Council hereby recommends to the New Jersey Department of Transportation that the contract for Proposed Improvements to Elm Street, Hampton Street & Upper Union Place – Line Striping in the Town of Newton, County of Sussex, be awarded to Denville Line Painting, Inc., 2 Green Pond Road, Rockaway, New Jersey 07866 in the amount of \$2,017.02 subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the _____ **on** _____
(Name of Local Government) (Date of Award)

(Presiding Officer)

(Date)

(Clerk)

(Date)

(Affix Seal)

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT**

**RECOMMENDATION OF AWARD
STATE AID PROJECT**

BE IT RESOLVED

that the Newton Town Council hereby recommends to the New Jersey Department of Transportation that the contract for Proposed Improvements to Elm Street, Hampton Street & Upper Union Place – Drainage Inlet Accessories in the Town of Newton, County of Sussex, be awarded to Campbell Foundry Company, 800 Bergen Street, Harrison, New Jersey 07029 in the amount of \$1,312.00 subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the _____ **on** _____
(Name of Local Government) (Date of Award)

(Presiding Officer)

(Date)

(Clerk)

(Date)

(Affix Seal)

EXECUTION OF CONTRACT

CONTRACT, Made this ____ day of _____, 20_21__

BETWEEN Town of Newton, Municipal Building, 39 Trinity Street, Newton, NJ 07860

hereinafter called "OWNER"

and Schifano Construction Corp., 1 Smalley Avenue, Middlesex, NJ 08846

hereinafter called "CONTRACTOR"

WITNESSETH:

1. That the CONTRACTOR shall pay the cost of the state sales tax and other applicable taxes and fees.

2. The CONTRACTOR shall perform all of the labor and furnish all the materials, tools and implements and will well and faithfully perform and complete the entire work of **Proposed Improvements to Elm Street, Hampton Street & Upper Union Place – Milling and Paving in the Town of Newton in the amount of \$67,877.25**, as based on the Morris County Cooperative Pricing Council's bids for Contract #6: Road Resurfacing for District #2 (copy attached). The Contract amount is broken down as follows:

Milling, 2" Thick = 5,375 SY x \$2.75/SY.....	\$14,781.25
HMA 9.5M64, 2" Thick = 680 Tons x \$72.20/Ton.....	\$49,096.00
Asphalt Price Escalation	<u>\$ 4,000.00</u>
Total Award Amount.....	\$67,877.25

3. The CONTRACTOR shall indemnify, hold and save harmless the its members and other officers of, from and against all loss, injury and damages to person or property in whatever form by reason of, arising out of, or in connection with this Contract or the Contract Documents, or the failure or neglect to keep, observe or perform any of their terms, covenants, agreements, provisions, 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.

4. The CONTRACTOR covenants and agrees that, anything in this Contract in the Contract Documents to the contrary notwithstanding, or regardless of any matter, think, contingency or condition unforeseen or otherwise, present or future, the CONTRACTOR shall not be entitled to receive any additional or further sums of money than the amount in said Contract Documents provided: and the failure of the OWNER to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this Contract or in the Contract Documents, on 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 and 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 any time, without prejudice to any other rights which the OWNER may have against the CONTRACTOR under this Contract or the Contract Documents.

5. This CONTRACTOR shall insure to the benefit of and be binding upon 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, sub-contracted, pledged, mortgaged or set over by the CONTRACTOR to any person, firm, corporation, or association, except upon the express written consent of the OWNER.

6. The CONTRACTOR shall pay prevailing wage rates as required in Chapter 150 L. 1963 (N.J.S.A. 34:11-56-25-et seq). AS AMENDED IN CHAPTER 64, LAWS 1974. The CONTRACTOR shall pay workmen not less than such prevailing wage rate. In the event it is found that any workmen, employed by the CONTRACTOR or any Subcontractor covered by said Contract, has been paid a rate of wages less than the prevailing wage required to be paid by such Contract, the OWNER may terminate the CONTRACTOR'S or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

EXECUTION OF CONTRACT

CONTRACT, Made this _____ day of _____, 20 21

BETWEEN Town of Newton, Municipal Building, 39 Trinity Street, Newton, NJ 07860

hereinafter called "OWNER"

and Denville Line Painting, Inc., 2 Green Pond Road, Rockaway, New Jersey 07866

hereinafter called "CONTRACTOR"

WITNESSETH:

1. That the CONTRACTOR shall pay the cost of the state sales tax and other applicable taxes and fees.

2. The CONTRACTOR shall perform all of the labor and furnish all the materials, tools and implements and will well and faithfully perform and complete the entire work of **Proposed Improvements to Elm Street, Hampton Street & Upper Union Place – Line Striping in the Town of Newton in the amount of \$2,017.02**, as based on the Morris County Cooperative Pricing Council's bids for Contract #36: Traffic Striping on Roadways (copy attached). The Contract amount is broken down as follows:

Traffic Stripes, Long Life, Epoxy Resin = 1,902 LF x \$0.29/LF	\$ 551.58
24" Stop Bar, Long Life, Thermoplastic = 84 LF x \$5.16/LF	\$ 433.44
Crosswalk Stripes, Long Life, Thermoplastic, 12" Wide = 400 SF x \$2.58/SF	<u>\$1,032.00</u>
Total Award Amount.....	\$2,017.02

3. The CONTRACTOR shall indemnify, hold and save harmless the its members and other officers of, from and against all loss, injury and damages to person or property in whatever form by reason of, arising out of, or in connection with this Contract or the Contract Documents, or the failure or neglect to keep, observe or perform any of their terms, covenants, agreements, provisions, 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.

4. The CONTRACTOR covenants and agrees that, anything in this Contract in the Contract Documents to the contrary notwithstanding, or regardless of any matter, think, contingency or condition unforeseen or otherwise, present or future, the CONTRACTOR shall not be entitled to receive any additional or further sums of money than the amount in said Contract Documents provided: and the failure of the OWNER to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this Contract or in the Contract Documents, on 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 and 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 any time, without prejudice to any other rights which the OWNER may have against the CONTRACTOR under this Contract or the Contract Documents.

5. This CONTRACTOR shall insure to the benefit of and be binding upon 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, sub-contracted, pledged, mortgaged or set over by the CONTRACTOR to any person, firm, corporation, or association, except upon the express written consent of the OWNER.

6. The CONTRACTOR shall pay prevailing wage rates as required in Chapter 150 L. 1963 (N.J.S.A. 34:11-56-25-et seq). AS AMENDED IN CHAPTER 64, LAWS 1974. The CONTRACTOR shall pay workmen not less than such prevailing wage rate. In the event it is found that any workmen, employed by the CONTRACTOR or any Subcontractor covered by said Contract, has been paid a rate of wages less than the prevailing wage required to be paid by such Contract, the OWNER may terminate the CONTRACTOR'S or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

EXECUTION OF CONTRACT

CONTRACT, Made this _____ day of _____, 20_21_

BETWEEN Town of Newton, Municipal Building, 39 Trinity Street, Newton, NJ 07860

hereinafter called "OWNER"

and Campbell Foundry Company, 800 Bergen Street, Harrison, NJ 07029

hereinafter called "CONTRACTOR"

WITNESSETH:

1. That the CONTRACTOR shall pay the cost of the state sales tax and other applicable taxes and fees.
2. The CONTRACTOR shall perform all of the labor and furnish all the materials, tools and implements and will well and faithfully perform and complete the entire work of **Proposed Improvements to Elm Street, Hampton Street & Upper Union Place – Drainage Inlet Accessories in the Town of Newton in the amount of \$1,312.00**, as based on the Morris County Cooperative Pricing Council's bids for Contract #14: Catch Basins & Manhole Castings (copy attached). The Contract amount is broken down as follows:

Bicycle Safe Grates = 4 Units x \$187.00/Unit	\$ 748.00
Type "N" Curb Backs, 8" = 4 Units x \$135.00/Unit.....	\$ 540.00
Curb Back Bolt Sets = 4 Units x \$6.00/Unit.....	\$ 24.00
	\$1,312.00

3. The CONTRACTOR shall indemnify, hold and save harmless the its members and other officers of, from and against all loss, injury and damages to person or property in whatever form by reason of, arising out of, or in connection with this Contract or the Contract Documents, or the failure or neglect to keep, observe or perform any of their terms, covenants, agreements, provisions, 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.
4. The CONTRACTOR covenants and agrees that, anything in this Contract in the Contract Documents to the contrary notwithstanding, or regardless of any matter, think, contingency or condition unforeseen or otherwise, present or future, the CONTRACTOR shall not be entitled to receive any additional or further sums of money than the amount in said Contract Documents provided: and the failure of the OWNER to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this Contract or in the Contract Documents, on 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 and 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 any time, without prejudice to any other rights which the OWNER may have against the CONTRACTOR under this Contract or the Contract Documents.
5. This CONTRACTOR shall insure to the benefit of and be binding upon 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, sub-contracted, pledged, mortgaged or set over by the CONTRACTOR to any person, firm, corporation, or association, except upon the express written consent of the OWNER.



**TOWN OF NEWTON
RESOLUTION #186-2021**

September 15, 2021 "Authorizing the Town of Newton to Enter into an Agreement with CGP&H LLC for Administrative Agent Services Related to Affordable Housing"

WHEREAS, the Town of Newton is in need for administrative agent services, which involves certain knowledge and experience in the field to administer the Town's affordable housing program; and

WHEREAS, the services provided by CGP&H, LLC are professional services which do not require public bidding; and

WHEREAS, the Town of Newton and CGP&H, LLC have determined it would be mutually beneficial to enter into an Agreement, whereby CGP&H will respond to general affordable housing inquiries, advising the Town on affordable housing requirements for new developments and also answering questions from developers about affordable housing requirements for proposed developments; and

WHEREAS, the Town of Newton and CGP&H, LLC desire to enter into an Agreement effective July 1, 2021 and through June 30, 2022, for an amount not to exceed \$4,000.00 per contract year; and

WHEREAS, the Chief Financial Officer as require by N.J.S.A. 40A:4-5, N.J.A.C. 5:34-5.1 et seq., hereby certifies funds are available from:

Reserve for Community Development (COAH) #751251 for an amount not to exceed \$4,000.00.

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

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

1. The Mayor is hereby authorized to execute this Agreement between the Town of Newton and CGP&H, LLC.
2. This Resolution shall take effect immediately.

AND BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to CGP&H, LLC's office and New Jersey Council on 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 Wednesday, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Town of Newton (hereinafter referred to as "Town"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Town and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Town Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the _____ day of _____, 2021 for a period of twelve (12) months terminating at the close of business on the _____ day of _____, 2022. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Town Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.

- d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.
4. CGP&H hereby represents to the Town that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Town of Newton during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Town of Newton as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Town showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Town of Newton harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Town of Newton Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

TOWN OF NEWTON

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

WITNESS:

CGP&H, LLC

NAME: Business Operations Associate

NAME: Randall Gottesman, PP

TITLE: Mateusz Pitrus

TITLE: President

DATE: _____

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

CGP&H will provide the Town of Newton with Administration Agent Services. The total fee for these services will not exceed \$4,000 per year billed at \$135 per hour for senior staff and \$90 per hour for all other staff. CGP&H will only bill for services performed and the actual amount billed may be considerably less than this budget depending on the breadth of services requested by Newton.

The services includes creating and/or updating the Administrative Agent Operating Manual, and Affirmative Marketing Plan, if required. This also includes responding to general affordable housing inquiries, advising Newton on affordable housing requirements for new developments and also answering questions from developers about affordable housing requirements for proposed developments. CGP&H will create a page on our website, AffordableHomesNewJersey.com with all affordable housing resources in Newton.

CGP&H will contract directly with the developers of affordable housing to provide comprehensive Administrative agent services including waiting list management, affirmative marketing and income certifications. Newton will require the developers of all new inclusionary housing developments to contract with CGP&H to provide administrative agent services.

Exclusions

The following services are excluded from this contract. If Newton requests any of these services, an increase to the total not-to-exceed budget would be required.

1. Project and trust fund monitoring
2. Set up and implementation of Affordability Assistance programs

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE _____

TITLE PRESIDENT

DATE _____



TOWN OF NEWTON

RESOLUTION #187-2021

September 15, 2021 “Insertion of Special Items of Revenue in the 2021 Town of Newton Budget Pursuant to N.J.S.A. 40A:4-87 (C. 159, PL 1948)”

WHEREAS, N.J.S.A. 40A:4-87 provides the Director of the Division of Local Government Services may approve the insertion of any special item of revenue and also approve the insertion of an item of appropriation of equal amount in the Budget of any Municipality, when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the Budget; and

WHEREAS, the Town of Newton is the lead agency, (also including Green Township, Andover Township, and Andover Borough) for a grant in the amount of \$6,037.00 from the State of New Jersey Governor's Council on Alcoholism and Drug Abuse through the County of Sussex for Municipal Alliance Grant; and

WHEREAS, the grant period to runs from July 1, 2021 through June 30, 2022; and

WHEREAS, the Town of Newton authorized the submission of the 2022 Action Alliance Grant per Resolution #96-2021 adopted April 12, 2021;

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton hereby requests the Director of the Division of Local Government Services approve the insertion of the following items in the 2021 Budget of the Town of Newton:

Miscellaneous Revenues:

Section F: Special Items of Revenue

Public and Private Revenues Off-set with Appropriations:

NJ Municipal Alliance Grant \$6,037.00

General Appropriations:

(A) Operations - Excluded from CAPS

Public and Private Program Off-Set by Revenues:

NJ Municipal Alliance Grant..... \$6,037.00

Local Match – Source:

Current:

Match Funds-Muni. Alliance: Andover Twp. & Boro., Green, Newton. \$1,509.25

BE IT FURTHER RESOLVED that an electronic version of this Resolution be forwarded to the Director of the Division of Local Government Services.

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, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #188-2021

September 15, 2021 “Authorizing the Award of a Proprietary Contract to Pall Water”

WHEREAS, it has been determined the software and technology systems in place for the existing system installed by Pall Water, 839 NYS Rte. 13 Cortland, NY 13045 at the Morris Lake Water Treatment Facility needs upgrades and repair; and

WHEREAS, the majority of the filtration software and components operate on a proprietary platform that was installed by Pall Water, 839 NYS Rte. 13 Cortland, NY 13045, and any upgrades must be compatible with this system; and

WHEREAS N.J.S.A. 40A:11--5(dd) provides goods or services may be purchased by an authorizing resolution of the Governing Body without public bidding if such goods or services are for the purchase, support, or maintenance of proprietary software; and

WHEREAS, Pall Water, 839 NYS Rte. 13 Cortland, NY 13045 has provided a proposal to the Morris Lake Water Treatment Facility to furnish, install, maintain, upgrade, and support the same in the amount of \$28,313.00; and

WHEREAS, The Qualified Purchasing Agent has certified that the amount is in excess of the Pay to Play threshold, (N.J.S.A 19:44A-20.5 et. Seq.); and

WHEREAS, Pall Water, 839 NYS Rte. 13 Cortland, NY 13045 has provided the business entity disclosure and political contribution disclosure form in accord with statute; and

WHEREAS the Chief Financial Officer hereby certifies sufficient funds in the 2021 budget, will be encumbered of \$28,313.00 as follows:

Account name and number:

WS Capital Outlay	6089293	\$17,000.00
W Contract Maintenance	6044217	\$11,313.00

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Newton does hereby authorize an agreement with Pall Water, 839 NYS Rte. 13 Cortland, NY 13045 for the maintenance and software upgrade contract of existing system components at the Morris Lake Water Treatment Facility in the amount of \$28,313.00;

BE IT FURTHER RESOLVED, the Business Entity Disclosure and Political Contribution Disclosure forms are on file and available for public inspection in the Office of the Municipal Clerk.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #189-2021

September 15, 2021 "Refund of Monies for Taxes, Due to a State Tax Court Judgment for Block 5.01, Lot 11, also known as 20 Water Street"

WHEREAS, Thomas Olson, Esq., the attorney representing New Jersey Herald, the former owner of Block 5.01, Lot 11, also known as 20 Water Street, Newton, New Jersey filed a State Tax Court Appeal to lower the 2019 assessment on said block and lot; and

WHEREAS, the Tax Office received, on July 15, 2021, a judgment which has been issued by the State Tax Court ordering a reduction in assessment for the tax year 2019. This order has resulted in a refund of monies in the total amount of \$28,317.61;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that this judgement entered by the Tax Court of New Jersey and New Jersey Herald is entitled to a refund in the amount of \$28,317.61; and

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to issue a check in the amount of \$28,317.61 to McKirdy, Riskin, Olson & DellaPelle, P.C. Attorney Trust Account, Attn: Thomas Olson, Esq., 201 Littleton Rd., Suite 135, Morris Plains, NJ 07950.

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, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #190-2021

September 15, 2021 "Authorize Credits Due Water and Sewer Utility Accounts"

WHEREAS, the Water and Sewer Collector has determined the following Water and Sewer Utility Accounts are due credits for the reasons 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 ACCOUNTS THAT SHOULD BE IN FINAL STATUS:

<u>Account</u>	<u>Address</u>	<u>Amount</u>
10979	164 Main Street	\$75.00
16096	82 Merriam Avenue	\$75.00

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, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #191-2021

September 15, 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

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 special meeting of said Governing Body conducted on Wednesday, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 09/15/2021 For bills from 08/27/2021 to 09/08/2021

Check#	Vendor	Description	Payment	Check Total
4409	2939 - AA FENCE CO., INC.	PO 59428 Merriam Avenue/Paterson Retention Basin	6,900.00	6,900.00
4410	3866 - ALLIED 100 LLC	PO 59774 Replacement Battery, Adult and Child Ele	550.00	550.00
4411	3251 - BADGER METER, INC.	PO 59148 B: Agreement Beacon Mobile Hosting/ Wate	162.90	162.90
4412	1132 - BOONTON TIRE SUPPLY INC.	PO 59697 B: PD VEHICLE REPAIR	480.87	
		PO 59825 W/S 07' RANGER Main NJ #A-76434	237.74	
		PO 59862 FIRE CHEIF VEC OIL CHG/BATTERY	242.87	
		PO 59873 W/S Veh Main/Fleet Main NJ #A-76434	577.98	
		PO 59875 2006 Ford Bus - Oil Change / 2014 Bus -	191.96	1,731.42
4413	2124 - BUCKMAN'S INC.	PO 59467 B: POOL CHEMICALS 2021 SEASON	2,539.15	2,539.15
4414	506 - CARR, JOSEPH	PO 59838 REIMB LICENSE FEE S-3, C-2, T-3, W-2	200.00	200.00
4415	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 58406 B: ALARM CIRCUITS	125.85	125.85
4416	2628 - CONDOR CREATIONS	PO 59889 Flags of Honor Event 2021 Lapel pins	360.00	360.00
4417	2639 - COUNTY OF SUSSEX	PO 59866 2020-2021 Alliance - Deterra medication	780.00	780.00
4418	2639 - COUNTY OF SUSSEX	PO 59876 Pay 3rd Qtr Taxes due on Pilot, ThorLab	8,509.00	8,509.00
4419	4386 - DECOTIIS, FITZPATRICK, COLE& GIBLIN, LLP	PO 59859 ARMORY/SCCC/GENERAL REDEVELOPMENT -JULY	166.50	
		PO 59859 ARMORY/SCCC/GENERAL REDEVELOPMENT -JULY	105.00	271.50
4420	768 - DEMPSEY UNIFORM & SUPPLY INC	PO 58687 DPW/ WS Uniforms, Mats/ Supplies 1/2021-	1,202.28	
		PO 58687 DPW/ WS Uniforms, Mats/ Supplies 1/2021-	210.16	1,412.44
4421	2386 - DOMINICK'S PIZZA LLC	PO 59830 NPD REFRESHMENTS	201.48	201.48
4422	4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC.	PO 59854 Emerger Property	169.00	169.00
4423	4039 - FARMSIDE LANDSCAPE & DESIGN INC	PO 58903 B: FIELD MAIN/SPORTS FIELD	580.00	580.00
4424	373 - GALLS, LLC	PO 59831 MEDICAL SUPPLIES ACCT #4794479	278.98	278.98
4425	2313 - GRAVITY DESIGN WORKS, INC.	PO 59660 SIGNAGE	2,900.00	2,900.00
4426	232 - HAMBURG PLUMBING SUPPLY CO INC	PO 59826 SewerBasin RPR cust #14037	166.55	166.55
4427	230 - HAYEK'S MARKET INC.	PO 59855 8/23/2021 - Business lunch - Town Manage	49.00	
		PO 59855 8/23/2021 - Business lunch - Town Manage	48.99	
		PO 59883 EMPLOYEE BBQ FOOD	69.40	
		PO 59892 9/1/21 - Employee BBQ	618.86	786.25
4428	4337 - HFE SERVICES LLC	PO 58730 B: COMPUTER TECHNOLOGY NOT TO EXCEED \$25	1,033.00	
		PO 58730 B: COMPUTER TECHNOLOGY NOT TO EXCEED \$25	1,033.00	2,066.00
4429	3876 - HOLLAND COMPANY, INC.	PO 59114 B: EPIC 2400 (\$85,800 @ \$3.30 PER GAL)	6,626.40	6,626.40
4430	69 - INST FOR FORENSIC PSYCHOLOGY, INC.	PO 59840 NPD OFFICER DEBRIEFING	1,200.00	1,200.00
4431	332 - J & D SALES & SERVICE, LLC.	PO 58603 RECYLC MAINT RENEW 1/2021-12/2021	190.00	190.00
4432	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 59853 HISTORIC PRESERVATION COMMISSION REVIEWS	1,812.50	1,812.50
4433	4405 - JAFFE COMMUNICATIONS	PO 59861 Ad run for August through December 2021	500.00	
		PO 59861 Ad run for August through December 2021	500.00	1,000.00
4434	113 - JCP&L	PO 59863 ELECTRIC TOWN BLDGING -JULY	7,275.05	
		PO 59864 ELECTRIC W/S -JULY	10,768.63	
		PO 59877 ELECTRIC MORAN ST/FIRE #2 -AUG	373.47	18,417.15
4435	3644 - JOHNNY ON THE SPOT, LLC.	PO 58897 Park Porta John Rental April - Nov 2021	541.25	541.25
4436	2096 - KATIE'S HOUSE, INC.	PO 59860 REFUND ESCROW BAL	109.25	109.25
4437	4413 - KERRY BARRETT CONSULTING LLC	PO 59317 B: Live Stream - sessions - July through	1,400.00	1,400.00
4438	2569 - KIEFFER ELECTRIC, INC.	PO 59845 Light repair at Pool Facility	1,590.53	1,590.53
4439	3711 - KKPR MARKETING & PUBLIC RELATIONS,	PO 58567 B: RECREATION SPECIAL EVENTS \$3750.00	685.00	685.00
4440	4461 - KOWAL GREG	PO 59851 REFUND ESCROW BALANCE	925.00	925.00
4441	3792 - MACKENZIE AUTOMATIC DOORS	PO 59881 Municipal Building Automatic Door Repair	1,442.30	1,442.30
4442	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 59292 B: LIQUID SODIUM HYDROXIDE (A \$10,3	1,034.00	
		PO 59294 B: SODA ASH	2,680.00	
		PO 59295 B: SULFUR DIOXIDE	1,065.00	
		PO 59296 B: LIQUID CHLORINE/GAS (A	924.00	
		PO 59297 B: LIQUID SODIUM HYPOCHLORITE/CHLORINE	2,141.70	7,844.70
4443	62 - MGL FORMS - SYSTEMS, LLC.	PO 59525 BILLS AND ENVELOPES FOR ONE YEAR N023	1,129.35	1,129.35
4444	4381 - MID-AMERICAN ELEVATOR CO., INC.	PO 59054 B: ELEVATOR MAINT (TH & POLICE) May - De	480.00	480.00
4445	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 59800 Rpr SKIL/BOSCH Road Tool	748.76	748.76
4446	311 - NJLM	PO 59882 Water Operator Job Posting - League Webs	260.00	260.00
4447	2882 - ONE CALL CONCEPTS, INC.	PO 58516 B: ONE CALL MESSAGES	115.82	115.82
4448	4383 - OPTIMUM	PO 58409 B: DIGITAL CONVERTERS & DTA'S	121.35	121.35
4449	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 58485 B: SLUDGE DISPOSAL acct #12701	8,235.00	8,235.00
4450	64 - FELLOW, HAROLD & ASSO, INC.	PO 58639 B: WATER ENGINEER not to exceed \$30,000	2,110.01	
		PO 59867 AHS-AMBULANCE-JULY ESCROW	130.00	
		PO 59868 NEWTON CHRISTIAN RC-JUL ESCROW	130.00	

List of Bills - CLEARING/CLAIMS

Meeting Date: 09/15/2021 For bills from 08/27/2021 to 09/08/2021

Check#	Vendor	Description	Payment	Check Total
		PO 59869 MERRIAM GATEWAY-JUL ESCROW	65.00	
		PO 59870 PB CONSULT-JUL	358.25	
		PO 59874 ENGINEERING -JULY	3,619.98	6,413.24
4451	64 - PELLOW, HAROLD & ASSO, INC.	PO 59874 ENGINEERING -JULY	4,901.78	4,901.78
4452	4204 - PLANET NETWORKS INC.	PO 58412 B: POLICE INTERNET/WEB HOSTING/FIREWALL	1,359.72	
		PO 58449 B: INTERNET TH	159.95	
		PO 59339 B: INTERNET Water/Sewer Buildings ID#82	609.90	2,129.57
4453	4126 - PROFESSIONAL CONSULTING INC.	PO 59850 QUANTUM LEAP DEVELOPMENT-JULY ESCROW	495.00	495.00
4454	39 - QUILL CORPORATION	PO 59771 B: OFFICE SUPPLIES	256.94	
		PO 59890 Paper for 2nd floor copier ACCT #618263	31.99	288.93
4455	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 58430 B: GAS ACCT #40382	5,967.45	5,967.45
4456	3731 - READY REFRESH BY NESTLE	PO 58481 B: WATER DELV	285.25	285.25
4457	2644 - RICCIARDI BROTHERS, INC.	PO 59837 ATHLETIC FIELD PAINT CUST #9456	900.00	900.00
4458	61 - S K OFFICE SUPPLY INC.	PO 58820 B:SHREDDING	210.00	210.00
4459	4165 - SF MOBILE-VISION, INC.	PO 59386 PD SERVER REPLACEMENT	7,796.25	7,796.25
4460	3134 - SHOP RITE, INC.	PO 59857 Citterbart Retirement Party - Flowers	41.66	41.66
4461	4463 - SMITH LAURA	PO 59879 REFUND ESCROW BAL	105.00	105.00
4462	3117 - SOME'S WORLD WIDE UNIFORMS, INC.	PO 59841 NPD UNIFORM PANTS	95.00	95.00
4463	4024 - SPECTROTEL	PO 58408 B: LOCAL/LONG DISTANCE PHONE (ACCT #37	590.26	590.26
4464	2257 - STAPLES	PO 59376 B: OFFICE SUPPLIES	417.44	417.44
4465	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 57585 ENGINEERING SERVICES BABE RUTH DRAINAGE	1,875.00	1,875.00
4466	371 - T.A. MOUNTFORD COMPANY, INC.	PO 59824 DPW COPIER ANNUAL SVC CONTRACT 8/2021 to	250.00	250.00
4467	2479 - TAYLOR OIL CO., INC.	PO 58431 B: DIESEL	2,118.63	2,118.63
4468	2675 - TIRE KING, INC.	PO 59217 TOWER TRUCK TIRES	6,174.02	6,174.02
4469	1034 - TONY'S CONCRETE CONSTR CO, INC	PO 59185 Crosswalk At Rt 206 & Church St Intersec	458.28	458.28
4470	4197 - TOPOLOGY NJ, LLC.	PO 59852 MERRIAM GATEWAY-JULY ESCROW	1,225.62	
		PO 59852 MERRIAM GATEWAY-JULY ESCROW	624.38	1,850.00
4471	4152 - UNITED SITE SERVICES,INC	PO 58483 B: SLUDGE REMOVAL CUST #74732	15,980.75	15,980.75
4472	1280 - VERIZON WIRELESS, INC.	PO 59880 CELL PHONES -AUG	25.77	
		PO 59880 CELL PHONES -AUG	183.40	209.17
4473	1819 - VOGEL, CHAIT, COLLINS, SCHNEIDER, PC,	PO 59848 MERRIAM GATEWAY-JULY ESCROW	1,440.00	1,440.00
4474	1500 - WALMART	PO 59856 Citterbart Retirement Party - supplies	29.18	
		PO 59888 TV for Fair Display	68.00	
		PO 59888 TV for Fair Display	68.00	
		PO 59891 9/1/21 - Employee BBQ	69.87	235.05
4475	633 - WEIS MARKETS, INC.	PO 59839 Flags of Honor Event 2020 water bottles	7.00	7.00
4476	3726 - WITMER PUBLIC SAFTEY GROUP, iINC.	PO 58712 CALIBRATION FLOWMETERS CUST #TON002	355.00	355.00
	TOTAL			147,154.61

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
101299	Due to Clearing			0.00	76,228.62
104490	TOTAL MISC REVENUE NOT ANTICIPATED			8,509.00	
1050200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	3,081.98			
1052200	TOWN COUNCIL - OTHER EXPENSES	688.73			
1053200	HUMAN RESOURCE - OTHER EXPENSES	329.40			
1060200	ENGINEERING - OTHER EXPENSES	4,885.15			
1061200	BUILDINGS & GROUNDS - OTHER EXPENSES	3,661.70			
1062200	PLANNING BOARD - OTHER EXPENSES	393.66			
1064200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	35.43			
1074200	POLICE DEPARTMENT - OTHER EXPENSES	1,782.94			
1074300	COMMUNICATIONS CENTER - OTHER EXPENSES	1,913.35			
1080200	ROAD REPAIR & MAINT - OTHER EXPENSES	1,531.18			
1083300	VEHICLE MAINTENANCE - OTHER EXPENSES	7,089.72			
1087200	RECREATION - OTHER EXPENSES	367.00			
1089200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	17,525.31			
1090200	SWIMMING POOL - OTHER EXPENSES	4,814.68			
1091200	PARKS & PLAYGROUNDS - OTHER EXPENSES	2,021.25			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
1094575	STATE OF EMERGENCY - CORONAVIRUS	278.98			
1095200	CAPITAL IMPROVEMENTS - OTHER EXPENSES	16,844.25			
1095200A	(2020) CAPITAL IMPROVEMENTS - OTHER EXPENSES		474.91		
TOTALS FOR	CURRENT FUND	67,244.71	474.91	8,509.00	76,228.62
111200	APPROPRIATED RESERVES FOR GRANTS			780.00	
111299	Due to Clearing			0.00	780.00
TOTALS FOR	FEDERAL/STATE GRANTS	0.00	0.00	780.00	780.00
301299	Due to Clearing			0.00	8,394.98
3091807	ORD 2018-7 VAR-2Veh/StSign/Rd-Chrch \$220	2,900.00			
3091915	ORD 2020 - 9 CR 519 SIDEWALKS	3,201.52			
3091978	ORD 2020-10 MEMORY PARK (BABE R FIELD)	1,875.00			
3092101	ORD 2021-7 VARIOUS IMP	418.46			
TOTALS FOR	CAPITAL	8,394.98	0.00	0.00	8,394.98
601299	DUE TO CLEARING			0.00	56,396.76
6051200	W&S OPERATING - TOTAL OTHER EXPENSES	56,396.76			
TOTALS FOR	WATER/SEWER UTILITY	56,396.76	0.00	0.00	56,396.76
711299	DUE TO CLEARING			0.00	3,999.87
711440	ENGINEER REVIEW FEES			3,999.87	
TOTALS FOR	TRUST	0.00	0.00	3,999.87	3,999.87
721299	DUE TO CLEARING			0.00	1,354.38
721341	RESERVE FOR SUBURBAN -NMC(1/18)AHS(10/18			130.00	
721359	WATER ST HOLDING (10/19)			871.88	
721365	QUANTUM REALM,PUNC EQ (12/20)			247.50	
721371	NEWTON 213 LLC - SHOP RITE			105.00	
TOTALS FOR	DEVELOPERS ESCROW (Fund 72)	0.00	0.00	1,354.38	1,354.38
Total to be paid from Fund 10 CURRENT FUND		76,228.62			
Total to be paid from Fund 11 FEDERAL/STATE GRANTS			780.00		
Total to be paid from Fund 30 CAPITAL		8,394.98			
Total to be paid from Fund 60 WATER/SEWER UTILITY		56,396.76			
Total to be paid from Fund 71 TRUST				3,999.87	
Total to be paid from Fund 72 DEVELOPERS ESCROW (Fund 72)				1,354.38	

		147,154.61			

Checks Previously Disbursed

4408	OFFICE BUSINESS SYSTEMS INC	PO# 59893	MAINTENANCE CONTRACT	acct #to48	2,613.00	9/08/2021
211077	PAYROLL ACCOUNT		Gross Payroll		225,717.22	9/02/2021
211132	PAYROLL ACCOUNT		Grant Cash		890.92	9/02/2021
216044	PAYROLL ACCOUNT		Water Sewer Cash		41,782.64	9/02/2021
217134	PAYROLL ACCOUNT		Trust Cash		8,982.75	9/02/2021
217135	ELAVON - ON LINE FEES		ELAVON ONLINE FEES		225.18	9/02/2021
211078	ELAVON, INC.		AUG Court CC Fees		66.84	9/02/2021
4407	GNCC	Multiple:			920.00	9/01/2021
211076	BANK OF NEW YORK MELLON		MCIA 09 Bond Int Payment		427,375.00	9/01/2021
2291	TRYSTONE CAPITAL ASSETS LLC		REDEEM TSC#2019-014		4,414.73	8/31/2021
313	TRYSTONE CAPITAL ASSETS LLC		REDEEM TSC#2019-014		1,200.00	8/31/2021

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
1574	WELLS FARGO LEGAL DEPT	check returned stale dated		-612.50	8/27/2021 *MANUAL VC
1663	DEBROUX, BRIAN	stale dated		-70.00	8/27/2021 *MANUAL VC
1363	WOODMONT PROPERTIES	REFUND ESCROW BAL void ch # 1363		-340.24	8/27/2021 *MANUAL VC
1369	WOODMONT PROPERTIES	REFUND ESCROW BAL		340.24	8/27/2021
4404	CUFF MAUREEN	PO# 58394 REIMB FINGER PRINTING		23.25	8/27/2021
4405	DEBROUX, BRIAN	REFUND CANCELED BULK PERMITS		70.00	8/27/2021
4406	WELLS FARGO LEGAL DEPT	REFUND ESCROW REISSUED CK FROM CK		612.50	8/27/2021
17985	SPARTA POSTMASTER	3RD QTR POSTAGE WATER BILLS		925.06	8/26/2021
				716,159.33	
				-1,022.74	*VOIDED
				715,136.59	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 10 CURRENT FUND	656,255.31	76,228.62	732,483.93
Fund 11 FEDERAL/STATE GRANTS	890.92	780.00	1,670.92
Fund 30 CAPITAL		8,394.98	8,394.98
Fund 60 WATER/SEWER UTILITY	43,167.70	56,396.76	99,564.46
Fund 71 TRUST	14,822.66	3,999.87	18,822.53
Fund 72 DEVELOPERS ESCROW (Fund 72)		1,354.38	1,354.38
BILLS LIST TOTALS	715,136.59	147,154.61	862,291.20

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TOWN OF NEWTON

RESOLUTION #175-2021

September 15, 2021 **“Amending Local Emergency Planning Committee for Calendar Year 2021”**

WHEREAS, Appendix A:9-41 of the NJ Statutes Annotated, and N.J.A.C. 13:64-2.3 pertaining to Emergency Management, requires every New Jersey municipality create a Local Emergency Planning Committee; and

WHEREAS, the individual appointed as the local Emergency Management Coordinator shall also be a member of, and shall serve as Chairman of, said Local Emergency Planning Committee;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby concurs with the appointment of the individuals recommended by Emergency Management Coordinator Kenneth A. Teets for membership on the Newton Local Emergency Planning Committee for calendar year 2021 as listed below:

Kenneth A. Teets	Emergency Management Coordinator
Daniel Finkle	Deputy Emergency Management Coordinator
Jason Miller	Deputy Emergency Management Coordinator
Acting Chief Steven VanNieuwland	Newton Police Department
Thomas S. Russo, Jr.	Newton Town Manager
Mike Razzano, Chief	Newton Fire Department
John-Paul Couce, Captain	Newton Vol. First Aid and Rescue Squad
Kenneth Jaekel	Newton Public Works Supervisor
Adam Vough	Assistant Newton Public Works Supervisor
Joseph Carr	Licensed Water and Sewer Operator
Teresa Oswin	Deputy Town Manager/Municipal Clerk
Kimberly Williams	Community Development Director
Joseph Butto	Newton/Hardyston Construction Official
Dr. Kennedy Greene	Newton School Superintendent

BE IT FURTHER RESOLVED, if any positions become held by different individuals in the 2021 calendar year then said individuals will assume the aforementioned titled responsibilities on Newton Local Emergency Planning Committee.

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 reorganization meeting of said Governing Body conducted on Wednesday, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #176-2021

September 15, 2021 **“Concur with the Town Manager’s
Appointment of School Crossing Guards for
2021-2022 School Year”**

WHEREAS, New Jersey Statute 40A:9-154.1 states *“The governing body, or the chief executive, or the chief administrative officer, as appropriate to the form of government of any municipality, may appoint adult school crossing guards for terms not exceeding one year...”*;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body concurs with the Town Manager's appointment of the following individuals as School Crossing Guards for the 2021-2022 school year:

Cindy Bailey
Carol Blanchard
Peter Cannarozzi
Carolyn Dipple
Edward Kampka
Harry Kaplan
Pete Kays
Dale MaBee
Sue Mihail
Barbara Phillips
Charles Reynolds Jr.
George Seyfarth
Louis Slamer
Ruth Stang
Steve Stoll
Robert Teets

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, September 15, 2021.

Teresa A. Oswin, RMC
Municipal Clerk