



**AGENDA
NEWTON TOWN COUNCIL
HYBRID REGULAR MEETING
AUGUST 15, 2022
7:00pm**

Please click this URL to join.

<https://us02web.zoom.us/j/83897818208?pwd=b1l2VDYvL0VleVRlemRVVnRrT3ZBZz09>

Webinar ID: 838 9781 8208 Passcode: 594036

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

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

- a. July 18, 2022 – Regular Meeting
- b. July 18, 2022 – 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. **Please state your name and address for the record.**

VI. COUNCIL & MANAGER REPORTS

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

VII. UNFINISHED BUSINESS

VIII. ORDINANCES

- a. 2nd Reading and Public Hearing
Ordinance 2022-17

An Ordinance to Amend, Revise, and Supplement Chapter 49 of the Town Code Entitled "Alcoholic Beverages" and Chapter 234 of the Town Code, Entitled "Sidewalk Cafes"

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

Ordinance 2022-18

Bond Ordinance Providing an Appropriation Of \$894,909 for the Acquisition of a Fire Truck with Accessories in and by the Town of Newton, in the County of Sussex, New Jersey and Authorizing the Issuance of \$474,909 Bonds or Notes of the Town for Financing Part of the Appropriation

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

- b. Introduction
Ordinance 2022-19

An Ordinance Providing Funding for Renovation of Fire Museum for the Town of Newton and Appropriating \$25,000 for Such Purpose

IX. CONSENT AGENDA

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

- a. Resolution #183-2022*

Town of Newton Certification of Annual Audit

- b. Resolution #184-2022*

Affirm the Issuance of a \$2,750,510 Bond Anticipation Note

- c. Resolution #185-2022*

Resolution Authorizing an Emergency Repair of Fire Panel at Newton Water Filtration Plant

- d. Resolution #186-2022*

Authorizing Fire Personal Protective Equipment and Accessories Contract Pursuant to New Jersey State Contract – Division of Purchase and Property Number T0790

- e. Resolution #187-2022*

Resolution Authorizing Award of Contract to Creative Bus Sales Through HGAC National Cooperative Contract #BT01-21 for a 2023 Ford E-450 20-Passenger, 2-Wheelchair Bus

- f. Resolution #188-2022*

Approval of Cooperative Purchasing Contract, Roofing & Building Envelope Services - BID ESCNJ/AEPA-21D to Weatherproof Technologies (Tremco)

- g. Resolution #189-2022*

Authorize Tax Collector to Refund a Tax Overpayment for 22 Hamilton Street

- h. Resolution #190-2022* Refund of Redemption Monies to Outside Lien Holder for Block 19.04, Lot 12, also Known as 91 Mount View Street
- i. Resolution #191-2022* Resolution Approving Vacation & Sick Leave Time Payout for Scott King
- j. Resolution #192-2022* Resolution Approving Vacation & Sick Leave and Accumulated Compensatory Time Payout for Thomas Tosti
- k. Resolution #193-2022* Resolution to Award Bid to ADS Contractors, LLC for ADA Ramps and Signage for Newton High School on Ryerson Avenue
- l. Resolution #194-2022* Resolution to Award Bid to ADS Contractors, LLC for Proposed Improvements to Lawnwood Avenue, Nelson Street, and East Clinton Street Project
- m. Resolution #195-2022* To Cancel Capital Appropriation Balances in the General Capital Fund
- n. Resolution #196-2022* Authorize the Award of a Required Disclosure Contract with Planet Networks for a Public Speaker System to Include, Sound Equipment, Speaker Installation, and Maintenance Services for Spring Street
- o. Resolution #197-2022* Award of Contract for Fencing Services to Challenger Fence Company through the Morris County Cooperative Pricing Council
- p. Resolution #198-2022* Authorize Credits Due Water and Sewer Utility Accounts
- q. Resolution #199-2022* Resolution Authorizing Disposal of Surplus Property – Public Works Vehicles
- r. Resolution #200-2022* Approval of the Execution of a Shared Services Agreement with Frankford Township to Provide Animal Control Services through December 31, 2023
- s. Resolution #201-2022* Resolution Authorizing the Conditional Designation of Caruso Redevelopment Group, LLC as Redeveloper of the Hicks Avenue Redevelopment Area and the Paterson Avenue Redevelopment Area in the Town of Newton
- t. Resolution #202-2022* Award the Contract for the Proposed Resurfacing of Dunn Place Project to Tilcon New York, Inc. through the Morris County Cooperative Pricing Council
- u. Resolution #203-2022* Approve Bills and Vouchers for Payment

X. OPEN TO THE PUBLIC (3 minutes each)

XI. COUNCIL & MANAGER COMMENTS

XII. ADJOURNMENT

TOWN OF NEWTON

ORDINANCE #2022-17

AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT CHAPTER 49 OF THE TOWN CODE, ENTITLED "ALCOHOLIC BEVERAGES" AND CHAPTER 234 OF THE TOWN CODE, ENTITLED "SIDEWALK CAFES"

WHEREAS, the Town of Newton wishes to permit BYOB customers to consume their alcohol at outside tables at Town approved sidewalk cafes in the T-6 zone;

NOW, THEREFORE BE IT ORDAINED, that the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey does hereby amend, revise, and supplement Chapter 49 of the Town Code, entitled "Alcoholic Beverages" and Chapter 234 of the Town Code, entitled "Sidewalk Cafes", as follows:

[Brackets] mean deletions; Underlines mean additions

- (1) Amend, revise, and supplement Article I of Chapter 49 of the Town Code, §49-2, entitled "Consumption prohibited in public places" as follows:

"Consumption of alcoholic beverages of any type on or in any of the public places defined herein is prohibited, except as specifically set forth in Chapter 234 of the Newton Town Code."

- (2) Amend, revise, and supplement Chapter 234 of the Town Code, notably Section 234-1, entitled "Purpose", as follows:

"The purpose of the Chapter is to establish a procedure and authorize rules and regulations for sidewalk cafes in conjunction with restaurants which adjoin sidewalks within the [C-2] T-6 Zone."

- (3) Amend, revise, and supplement Chapter 234 of the Town Code, most notable 234-4, entitled Consumption of alcoholic beverages as follows:

"Consumption of alcohol in open containers by patrons at a sidewalk café duly licensed for alcoholic beverages shall not be considered in violation of local ordinances prohibiting the consumption of such beverages in containers. Outdoor consumption of alcoholic beverages is permitted [only] if the sidewalk area upon which a café has been authorized to operate pursuant to this chapter constitutes a duly licensed premises for the consumption of alcoholic beverages; provided, however, that the related restaurant of which the café is a part is an extension of said license, and provided further that specific approval has been obtained from the Town of Newton Police Department and/or the New Jersey Board of Alcoholic Beverage Control, as appropriate, for the extension of the alcoholic beverage consumption license to the sidewalk area. In addition to the provision herein, approved sidewalk cafes may permit customers over the age upon which the consumption of alcoholic

beverages is allowed, to consume alcoholic beverages while sitting at a permitted outside sidewalk café table which the customer brings to the sidewalk café so long as the alcoholic beverage is beer and/or wine. Said alcoholic beverages shall only be consumed at the outside sidewalk café tables while sitting as a patron /customer there. Otherwise, said consumption shall be in violation of Chapter 49 of the Town Code. [Such approval shall be separate from, and must be obtained in addition to, the permit in order to operate a sidewalk café pursuant to this chapter. Retail food establishments which do not have a license to sell or serve alcohol beverages within their premises shall not be permitted to allow patrons to carry onto or consume alcoholic beverages on any sidewalk.]

BE IT FURTHER ORDAINED that any and all other provisions of the various sections set forth herein which are not addressed in this Ordinance shall remain as currently exist in the Town Code; and

BE IT FURTHER ORDAINED that any portion of the Town Code of the Town of Newton which is inconsistent with this Ordinance shall be repealed as to their inconsistencies only; and,

BE IT FURTHER ORDAINED that this Ordinance shall become effective after introduction of this Ordinance by the Mayor and Town Council, public hearing and second (2nd) reading/hearing and adoption by the Mayor and Town Council and publication in accordance with law.

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC
Municipal Clerk

Jason J. Schlaffer, Mayor

NOTICE

TAKE NOTICE the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on July 18, 2022. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on August 15, 2022 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE #2022-18

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$894,909.00 FOR THE ACQUISITION OF A FIRE TRUCK WITH ACCESSORIES IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$474,909.00 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION

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

SECTION 1:

The improvement described in Section 3 of this Bond Ordinance (the "Improvement") is hereby authorized to be undertaken by the Town of Newton, in the County of Sussex, New Jersey (the "Town") as a general improvement. For the said Improvement there is hereby appropriated the amount of \$894,909.00, such sum includes (a) \$419,668.57 received from the American Rescue Plan and (b) \$331.43 from the capital improvement fund, each source as the down payment (the "Down Payment") required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law").

SECTION 2:

In order to finance the additional cost of the Improvement not covered by application of the Down Payment, negotiable bonds of the Town are hereby authorized to be issued in the principal amount of \$474,909.00 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said Improvement or purposes, negotiable bond anticipation notes of the Town are hereby authorized to be issued in the principal amount not exceeding \$474,909.00 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

SECTION 3:

(a) The Improvements authorized and the purpose for the financing of which said obligations are to be issued is for the acquisition of a fire truck with accessories, including all work and materials necessary therefor and incidental thereto, and as shown on and in accordance with the plans and specifications on file with the Municipal Clerk.

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvement is \$474,909.00.

(c) The estimated cost of the Improvement is \$894,909.00 which amount represents the initial appropriation made by the Town.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the municipal finance officer of the Town (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Town Council of the Town at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate, and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Town is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Municipal Clerk and is available for public inspection.

SECTION 6:

The following additional matters are hereby determined, declared, recited, and stated:

(a) The Improvement described in Section 3 of this Bond Ordinance is not a current expense and is a capital improvement or property that the Town may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the Improvement, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations authorized for such purpose, according to the reasonable life thereof computed from the date of the Bonds authorized by this Bond Ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Town, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this Bond Ordinance by \$474,909.00 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$5,000.00 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds or grant monies received for the purpose described in Section 3 of this Ordinance shall be used for financing said Improvement by application thereof either to direct payment of the cost of said Improvement or to the payment or reduction of the authorization of the obligations of the Town authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvement shall, be held and applied by the Town as funds applicable only to the payment of obligations of the Town authorized by this Bond Ordinance.

SECTION 8:

The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this Bond Ordinance. The obligations shall be direct, unlimited obligations of the Town, and the Town shall be obligated to levy ad valorem taxes upon all the taxable property within the Town for the payment of the obligations and the interest thereon without limitation of rate or amount.

SECTION 9:

The Chief Financial Officer of the Town is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Town and to execute such disclosure document on behalf of the Town. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Town pursuant to Rule 15c2-12 of

the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Town and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Town fails to comply with its undertaking, the Town shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Town reasonably expects to pay expenditures with respect to the Improvement prior to the date that Town incurs debt obligations under this Bond Ordinance. The Town reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Town under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the cost of the Improvement is \$474,909.00.

SECTION 11:

This Bond Ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

NOTICE

TAKE NOTICE the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on July 18, 2022. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on August 15, 2022 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk

**TOWN OF NEWTON
SUSSEX COUNTY, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE

The bond ordinance, the summary terms of which are included herein, was introduced, and passed upon first reading at a meeting of the governing body of the Town of Newton, in the County of Sussex, State of New Jersey, on July 18, 2022. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the Municipal Building, 39 Trinity Street, in the Town of Newton, on August 15, 2022 at 7:00 o'clock PM. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: Bond Ordinance Providing An Appropriation Of \$894,909.00 For The Acquisition of a Fire Truck with Accessories In And By The Town Of Newton, In The County Of Sussex, New Jersey And Authorizing The Issuance Of \$474,909.00 Bonds Or Notes Of The Town For Financing Part Of The Appropriation

Purpose(s): Acquisition of a fire truck with accessories, including all work and materials necessary therefor and incidental thereto.

Appropriation: \$894,909.00

Bonds/Notes Authorized: \$474,909.00

Grants (if any) Appropriated: None.

Section 20 Costs: \$5,000

Useful Life: 10 Years

Teresa A. Oswin, RMC
Municipal Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

**TOWN OF NEWTON
SUSSEX COUNTY, NEW JERSEY**

PUBLIC NOTICE

BOND ORDINANCE STATEMENTS AND SUMMARIES

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Town of Newton, in the County of Sussex, State of New Jersey on August 15, 2022 and the 20-day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: Bond Ordinance Providing An Appropriation Of \$894,909.00 For The Acquisition of a Fire Truck with Accessories In And By The Town Of Newton, In The County Of Sussex, New Jersey And Authorizing The Issuance Of \$474,909.00 Bonds Or Notes Of The Town For Financing Part Of The Appropriation

Purpose(s): Acquisition of a fire truck with accessories, including all work and materials necessary therefor and incidental thereto

Appropriation: \$894,909.00

Bonds/Notes Authorized: \$474,909.00

Grants (if any) Appropriated:

Section 20 Costs: \$5,000

Useful Life: 10 Years

Teresa A. Oswin, RMC
Municipal Clerk

ORD. # _____

**Re: TOWN OF NEWTON
SUSSEX COUNTY, NEW JERSEY**

\$894,909.00 FOR ACQUISITION OF A FIRE TRUCK WITH ACCESSORIES

_____ Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the ordinance. This should show filing in the Clerk's office as well as in Trenton.

_____ Down Payment Certificate.

_____ Certified copy of the minutes of the meeting of the Town Council held _____ showing introduction of the ordinance.

_____ Affidavit of Publication in local newspaper following introduction of the ordinance.

_____ Certified copy of the minutes of the meeting of the Town Council held _____ showing public hearing and final adoption of the ordinance.

_____ Affidavit of Publication in local newspaper following final adoption of the ordinance.

_____ Clerk's Certificate executed no sooner than 21 days following final publication of the ordinance.

DEBT STATEMENT CERTIFICATE

I, Teresa A. Oswin, RMC, Municipal Clerk of the Town of Newton, in the County of Sussex, New Jersey (herein called the "Local Unit"), HEREBY CERTIFY that annexed hereto is a true and complete copy of the Supplemental Debt Statement of the Local Unit that was prepared as of _____, 2022 by _____, who was then Chief Financial Officer of the Local Unit and filed in my office on _____, 2022, and that a complete, executed copy of such statement was filed in the office of the Director of the Division of Local Government Services of the State of New Jersey on _____, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Local Unit this _____ day of _____, 2022.

Teresa A. Oswin, RMC
Municipal Clerk

(SEAL)

CERTIFICATE OF DOWN PAYMENT

I, Monica Miebach, Chief Financial Officer of the Town of Newton, in the County of Sussex, New Jersey (the "Local Unit") HEREBY CERTIFY that prior to the final adoption on _____, 2022 of an ordinance entitled:

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$894,909.00 FOR THE ACQUISITION OF A FIRE TRUCK WITH ACCESSORIES IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$474,909.00 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION

there was available as a down payment for the purposes authorized by the ordinance the sum of \$331.43 (capital improvement fund) and \$419,668.57 (American Rescue Plan), which amount was appropriated as a down payment by the ordinance and was made available from the following sources (strike out inapplicable language):

- a. by provision in a previously adopted budget or budgets of the Local Unit for down payment or for capital improvements purposes:
- b. from moneys then actually held by the Local Unit and previously contributed for such purpose other than by the Local Unit; or
- c. by emergency appropriation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporation seal of the Local Unit this ____ day of _____, 2022.

Monica Miebach, Chief Financial Officer

(Seal)

EXTRACT from the minutes of a _____ meeting of the
Town Council of the Town of Newton, in the County of Sussex, New Jersey held
at the Municipal Building in the _____ on _____
at _____ o'clock .m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Teresa A. Oswin, RMC, Municipal Clerk of the Town of Newton, in the County of Sussex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Town duly called and held on _____ has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town this _____ day of _____, 2022.

Teresa A. Oswin, RMC
Municipal Clerk

(SEAL)

EXTRACT from the minutes of a _____ meeting of the
Town Council of the Town of Newton, in the County of Sussex, New Jersey held
at the Municipal Building in the _____ on _____ at ____
o'clock __.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Teresa A. Oswin, RMC, Municipal Clerk of the Town of Newton, in the County of Sussex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Town duly called and held on _____ has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town this _____ day of _____, 2022.

Teresa A. Oswin, RMC
Municipal Clerk

(SEAL)

CLERK'S CERTIFICATE

I, Teresa A. Oswin, RMC, Municipal Clerk of the Town of Newton, in the County of Sussex, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Municipal Clerk of the Town of Newton, in the County of Sussex, State of New Jersey (herein called the "Local Unit"). In this capacity I have the responsibility to maintain the minutes of the meetings of the governing body of the Local Unit and the records relative to all ordinances and resolutions of the Local Unit. The representations made herein are based upon the records of the Local Unit.

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Local Unit on first reading on _____ and finally adopted by the governing body on _____, and where necessary approved by the Mayor on _____.

3. On _____ a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the Local Unit at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them;

4. A certified copy of this ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

5. After final passage, the ordinance, a copy of which is attached hereto, was duly published on _____. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town this _____ day of _____, 2022.

Teresa A. Oswin, RMC
Municipal Clerk

[SEAL]

TOWN OF NEWTON

ORDINANCE 2022-19

AN ORDINANCE PROVIDING FUNDING FOR RENOVATION OF FIRE MUSEUM FOR THE TOWN OF NEWTON AND APPROPRIATING \$25,000 FOR SUCH PURPOSE

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

Section 1. The Town of Newton, in the County of Sussex, New Jersey, authorizes preliminary engineering and architectural design services related to the multiphase restoration and renovation of the Newton Fire Museum located at 150 Spring Street. Costs include initial assessment of the museum (Phase I) and preparation of schematic design and cost estimates (Phase II), and the product produced at the end of these two (2) phases will provide the Town with a list of projects, scope of works, and cost estimates that will allow the Town to actively pursue project funding (grants, capital budgets, fundraising, etc.), to be funded from the sources specified in Section 2 of the Ordinance.

Section 2. The amount of \$25,000.00 is hereby appropriated for the purposes stated in Section 1 of the Ordinance and which amount was funded from Capital Reserve for the Fire Museum in the amount of \$17,617.88 and from the General Capital Fund Balance in the amount of \$7,382.12.

Section 3. In connection with the purpose and the amount authorized in Sections 1 and 2 hereof, the Town determines the purpose described in Section 1 hereof is not a Current Expense and is an improvement which the Town of Newton may lawfully make as a general improvement.

Section 4. All ordinances or parts of ordinances which are inconsistent with the terms of this Ordinance be and the same are hereby repealed to the extent of their inconsistency.

Section 5. This Ordinance shall take effect immediately upon due passage and publication according to law.

NOTICE

TAKE NOTICE the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on August 15, 2022. It will be considered for adoption, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm or as soon thereafter as the matter may be heard on September 14, 2022 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

Teresa A. Oswin, RMC
Municipal Clerk

(TO BE PUBLISHED WITH THE ORDINANCE, IN FULL OR BY TITLE, AND POSTED WITH THE ORDINANCE, IN FULL, AFTER INTRODUCTION AND AT LEAST SEVEN DAYS PRIOR TO THE PUBLIC HEARING)

AN ORDINANCE PROVIDING FUNDING FOR RENOVATION OF FIRE MUSEUM FOR THE TOWN OF NEWTON AND APPROPRIATING \$25,000 FOR SUCH PURPOSE.

NOTICE OF PENDING ORDINANCE

The ordinance, the title of which is published herewith, was introduced and passed upon first reading at a meeting of the Town Council of the Town of Newton, in the County of Sussex, New Jersey, held on August 15, 2022. It will be further considered for final passage after public hearing thereon, at a meeting of said Town Council to be held in the Municipal Building, 39 Trinity Street, in said Town on September 14, 2022 at 7:00 o'clock P.M., and during the week prior to and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's Office in the Municipal Building said Town to the members of the general public who shall request the same. The purpose of said ordinance is to make an appropriation in the amount of \$25,000 for the renovation of fire museum.

/s/ Teresa A. Oswin
Municipal Clerk

(TO BE PUBLISHED WITH THE ORDINANCE, IN FULL OR BY TITLE, AFTER FINAL
PASSAGE)

**AN ORDINANCE PROVIDING FUNDING FOR RENOVATION
OF FIRE MUSEUM FOR THE TOWN OF NEWTON AND
APPROPRIATING \$25,000 FOR SUCH PURPOSE.**

ADOPTED: September 14, 2022

APPROVED: September 14, 2022

Mayor

ATTEST:

/s/ Teresa A. Oswin
Municipal Clerk

NOTICE OF ADOPTION

The ordinance, the title of which is published herewith, was duly and finally adopted by the Town Council of the Town of Newton, New Jersey on September 14, 2022.

/s/ Teresa A. Oswin
Municipal Clerk

Re: TOWN OF NEWTON

\$25,000 FUNDING FOR RENOVATION OF FIRE MUSEUM

N/A Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the ordinance. This should show filing in the Clerk's office as well as in Trenton.

N/A Down Payment Certificate.

_____ Certified copy of the minutes of the meeting of the Town Council held _____ showing introduction of the ordinance.

_____ Affidavit of Publication in local newspaper following introduction of the ordinance.

_____ Certified copy of the minutes of the meeting of the Town Council held _____ showing public hearing and final adoption of the ordinance.

_____ Affidavit of Publication in local newspaper following final adoption of the ordinance.

_____ Clerk's Certificate executed no sooner than 21 days following final publication of the ordinance.

EXTRACT from the minutes of a _____ meeting of the
Town Council of the Town of Newton, in the County of Sussex, New Jersey held at
the Municipal Building in the _____ on _____ at _____
_____ o'clock, .m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Teresa A. Oswin, Municipal Clerk of the Town of Newton, in the County of Sussex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Town duly called and held on _____ has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town this _____ day of _____, 2022.

Teresa A. Oswin, Municipal Clerk

(SEAL)

EXTRACT from the minutes of a _____ meeting of the
Town Council of the Town of Newton, in the County of Sussex, New Jersey held at
the Municipal Building in the _____ on _____ at ____
o'clock __.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Teresa A. Oswin, Municipal Clerk of the Town of Newton, in the County of Sussex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Town duly called and held on _____ has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town this _____ day of _____, 2022.

Teresa A. Oswin, Municipal Clerk

(SEAL)

CLERK'S CERTIFICATE

I, Teresa A. Oswin, Municipal Clerk of the Town of Newton, in the County of Sussex, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Clerk of the Town of Newton, in the County of Sussex, State of New Jersey (herein called the "Local Unit"). In this capacity I have the responsibility to maintain the minutes of the meetings of the governing body of the Local Unit and the records relative to all ordinances and resolutions of the Local Unit. The representations made herein are based upon the records of the Local Unit.

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Local Unit on first reading on _____ and finally adopted by the governing body on _____, and where necessary approved by the Mayor on _____.

3. On _____ a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the Local Unit at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them;

4. A certified copy of this ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

5. After final passage, the ordinance, a copy of which is attached hereto, was duly published on _____. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town this _____ day of _____, 2022.

Teresa A. Oswin, Municipal Clerk

[SEAL]



TOWN OF NEWTON

RESOLUTION #183-2022

August 15, 2022

"Town of Newton Certification of Annual Audit"

WHEREAS, N.J.S.A. 40A: 5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts, and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2021 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the Governing Body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation that the Governing Body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, at a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the Governing Body have personally reviewed, at a minimum, the Annual Report of Audit, and specifically the section of the Annual Audit entitled "Comments and Recommendations", as evidenced by the group affidavit form of the Governing Body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, that it hereby states it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk

CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT

GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF SUSSEX
TOWN OF NEWTON

We, members of the Governing Body of the *Town of Newton* of, in the County of Sussex, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Town Council of the Town of Newton in the County of Sussex;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2021;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

Jason J. Schlaffer, Mayor

Michelle J. Teets, Deputy Mayor

John-Paul E. Couce, Councilmember

Sandra Lee Diglio, Councilmember

Matthew S. Dickson, Councilmember

Sworn to and subscribed before me this

_____ day of _____

Notary Public of New Jersey

Teresa A. Oswin, RMC, Municipal Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the Governing Body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.



TOWN OF NEWTON

RESOLUTION #184-2022

August 15, 2022

"Affirm the Issuance of a \$2,750,510 Bond Anticipation Note"

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

WHEREAS, the Town of Newton needed to finance the debt authorized by Ordinances #2022-13 and #2022-14 adopted on May 23, 2022; and

WHEREAS, the Town received seven quotations ranging from 2.16% to 3.03% Net Interest Cost (NIC) as listed on the attached Note Sale Bid Results; and

WHEREAS, the Chief Financial Officer with advice of Phoenix Advisors, financial advisors and, Gibbons P.C. bond counsel for the Town of Newton accepted the quotation from Lakeland Bank for a Bond Anticipation Note totaling \$2,750,510 at an interest rate of 2.16% which will require a 2023 interest payment of \$59,245.99; and

WHEREAS, the appropriate Town Officials have executed said Note in the amount of \$2,750,510 with an interest rate of 2.16% dated July 19, 2022 and maturing July 18, 2023; and

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

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it does hereby affirm the issuance of a \$2,750,510.00 Bond Anticipation Note issued July 19, 2022 and maturing July 18, 2023 bearing an interest rate of 2.16% by the Chief Financial Officer and the execution of said note by the appropriate Town Officials.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk

NIC NOTE BID TABULATION SHEET:

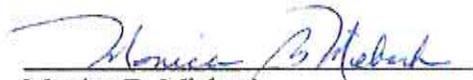
ISSUER:	Town of Newton - BANG
NOTE PRINCIPAL:	\$2,750,510.00
DATED DATE:	7/19/2022
MATURITY DATE:	7/18/2023
# DAYS NOTE OUTSTANDING:	359

NAME OF BIDDER	AMOUNT OF NOTES	PRICE	PREMIUM	INTEREST RATE	NIC (\$)	NIC (%)
Lakeland Bank	\$2,750,510.00	\$2,750,510.00	\$0.00	2.16	\$59,245.99	2.1600
BNY Mellon Capital Markets	\$2,750,510.00	\$2,775,890.06	\$25,380.06	3.75	\$77,477.55	2.8247
Oppenheimer & Co.	\$2,750,510.00	\$2,774,225.00	\$23,715.00	3.75	\$79,142.61	2.8854
Piper Sandler & Co.	\$2,750,510.00	\$2,781,040.66	\$30,530.66	4	\$79,184.13	2.8869
Amboy Bank	\$2,750,510.00	\$2,750,510.00	\$0.00	2.94	\$80,640.37	2.9400
MEL JTF -- JOMI	\$2,750,510.00	\$2,750,510.00	\$0.00	3	\$82,285.09	3.0000
TD Bank, N.A.	\$2,750,510.00	\$2,750,510.00	\$0.00	3.03	\$83,108.95	3.0300

CERTIFICATE OF AWARD

I, Monica B. Miebach, the duly qualified Chief Financial Officer of the Town of Newton, in the County of Sussex, New Jersey, do hereby certify that the following described Notes were sold and delivered to the Lakeland Bank, Oak Ridge, New Jersey, in the principal amount of \$2,750,510 Bond Anticipation Notes, Series 2022A, dated July 19, 2022, bearing interest, payable at maturity, at the rate of Two and Sixteen Hundredths per centum (2.16%) per annum and maturing on July 18, 2023.

PRICE RECEIVED: \$2,750,510.00



Monica B. Miebach
Chief Financial Officer

Dated: July 7, 2022



TOWN OF NEWTON

RESOLUTION #185-2022

August 15, 2022

"Resolution Authorizing an Emergency Repair of Fire Panel at Newton Water Filtration Plant"

WHEREAS, the Town of Newton became aware the FM-200 panel controlling the fire panel at the Newton Water Filtration Plant has failed, and needs replacing; and

WHEREAS, the Town Manager has determined this condition is an emergency and poses a threat to the health, safety, and welfare to the public in accordance with N.J.S.A. 40A:11-6; and

WHEREAS, this emergency occurred on July 20, 2022; and

WHEREAS, in accordance with N.J.S.A. 40A:11-6, an emergency quote from United Fire Protection Corp, 1 Mark Road, Kenilworth, NJ 07033 has provided for an emergency quote for replacement and installation of the FM-200 panel in the amount of \$31,834.00; and

WHEREAS the Town Manager finds this qualifies as an emergency procurement in accordance with the New Jersey Local Public Contracts Law (N.J.S.A.40A:11-6); and

WHEREAS the Chief Financial Officer certifies funding is available in the amount of \$31,834.00 from:

Water – OE – Equipment Maintenance Account # 6064226

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, in the County of Sussex and State of New Jersey, based upon these circumstances, that it hereby declares an emergency and approves the need for the emergency purchase and repair of the FM-200 panel controlling the fire panel at the Newton Water Filtration Plant in the amount of \$31,834.00.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #186-2022

August 15, 2022

"Authorizing Fire Personal Protective Equipment and Accessories Contract Pursuant to New Jersey State Contract – Division of Purchase and Property Number T0790"

WHEREAS, a need exists for the acquisition of firematic personal protective equipment and accessories for the daily operations of the Town of Newton Fire Department; and

WHEREAS, the Town of Newton may, without advertising for bids, purchase such materials through the New Jersey State Purchase and Property State Contracts pursuant to N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7.29 et. Seq., and

WHEREAS, under the State Contract award, Firefighter One LLC, (FF1) 26 Gail Ct Ste 1, Sparta NJ 07871, holds New Jersey State Purchase and Property State Contract T0790; and

WHEREAS, the Town of Newton is expected to exceed the bid threshold under the provisions of New Jersey State Cooperative Contract for T0790; and

WHEREAS, the Chief Financial Officer certifies funding in the amount of \$894,909.00 is available from:

ORDINANCE 2022-18 ACQUISITION OF FIRE TRUCK

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

1. The Town of Newton Fire Department is authorized to procure from Firefighter One LLC, (FF1) 26 Gail Ct Ste 1, Sparta NJ 07871, holds New Jersey State Purchase and Property State Contract T0790, for personal protective equipment and accessories in the amount of \$894,909.00.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #187-2022

August 15, 2022

"Resolution Authorizing Award of Contract to Creative Bus Sales Through HGAC National Cooperative Contract #BT01-21 For a 2023 Ford E-450 20-Passenger, 2-Wheelchair Bus"

WHEREAS, in accordance with the requirements of the Local Public Contract Law P.L. 2011, C.139 (the "Law" or "Chapter 139") and N.J.S.A.52:34-6.2 the regulations promulgated there under in Local Finance Notice LFN 2012-10, the following purchase without competitive bids from a vendor with a National Cooperative Contract is hereby approved for municipalities; and

WHEREAS, the Town of Newton has the need to procure a certain specialized passenger bus equipment in accordance with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq.; and

WHEREAS, the Town of Newton has previously acted in accordance with New Jersey public procurement statutes and regulations as promulgated by formally joining a recognized and compliant national cooperative, being the HGAC National Cooperative through Resolution R#69-2015 on May 11, 2015; and

WHEREAS, the regulations as set forth within Local Finance Notice LFN 2012-10 have been fully complied with; and

WHEREAS, the Qualified Purchasing Agent has complied with the public notification provisions of public advertisement and has received no protests in accordance with law and regulation; and

WHEREAS, the equipment and corresponding HGAC National Cooperative contract number is: #BT01-21 for Creative Bus Sales Carlstadt, N.J.; and

WHEREAS, the Town is desirous of purchasing one (1) 2023 Ford E-450 20-passenger, two (2) wheelchair bus and accessories through #BT01-21 from Creative Bus Sales Carlstadt, N.J, for \$121,967.00; and

WHEREAS, the Chief Financial Officer certifies the funding is available in the amount of \$121,967.00 from:

Ordinance 2022-14	#309220311	\$95,000.00
Capital Fund Balance	#301800	\$26,967.00

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

1. The Town of Newton Department of Human Resources is hereby authorized to procure one (1) 2023 Ford E-450 20-passenger, two (2) wheelchair bus and accessories through #BT01-21 from Creative Bus Sales Carlstadt, N.J, for \$121,967.00.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #188-2022

August 15, 2022

"Approval of Cooperative Purchasing Contract, Roofing & Building Envelope Services - BID ESCNJ/AEPA-21D to Weatherproof Technologies (Tremco)"

WHEREAS, there is a need for roofing repair at the Newton Water Treatment Plant; and

WHEREAS, this repair service can be purchased through Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract # ESCNJ/AEPA-21D; and

WHEREAS, this service has been listed in accordance with cooperative contract at \$146,913.85 by the awarded vendor, Weatherproof Technologies (Tremco), 3735 Green Road, Beachwood, Ohio 44122; and

WHEREAS, the Town of Newton can procure this through the ESCNJ cooperative contract under the authority of N.J.S.A. 40A:11-11 et. Seq; and

WHEREAS, the Chief Financial Officer certifies funds are available in the 2022 WS Operating Budget's Capital Section in the amount of \$146,913.85 as follows:

Account # 6089360 WTP ROOF

WHEREAS, the Qualified Purchasing Agent has concurred with the legality of the purchase in accordance with the New Jersey Local Publics Contract Law (N.J.S.A. 40A:11-11 et. Seq.).

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, in the County of Sussex as follows: the Town Manager is authorized to enter into a contract with Weatherproof Technologies Incorporated, under the authority of Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract # ESCNJ/AEPA-21D, in the amount of \$146,913.85 for the overlay and repair of the Newton Water Treatment Plant.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #189-2022

August 15, 2022

"Authorize Tax Collector to Refund a Tax Overpayment for 22 Hamilton Street"

WHEREAS, Block 9.01, Lot 7, also known as 22 Hamilton Street and is owned by Federico Diaz; and

WHEREAS, there was an overpayment of \$1,715.94 made on May 2, 2022 by A Absolute Escrow Settlement Co., LLC for the 2nd quarter, 2022; and

WHEREAS, A Absolute Escrow Settlement Co., LLC who coordinated the settlement has requested a refund;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, New Jersey, that the Tax Collector is hereby authorized to refund the tax overpayment to A Absolute Escrow Settlement Co., LLC, 55 Essex Street, Millburn, NJ 07041 in the amount of \$1,715.94.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #190-2022

August 15, 2022

"Refund of Redemption Monies to Outside Lien Holder for Block 19.04, Lot 12, also Known as 91 Mount View Street"

WHEREAS, at the Municipal Tax Sale held on October 13, 2021 a lien was sold on Block 19.04, Lot 12, also known as 91 Mount View Street, Newton, NJ for 2020 delinquent taxes; and

WHEREAS, this lien, known as Tax Sale Certificate #2021-006 was sold to Fig cust Fig NJ 19, LLC & Sec Pty for a 0% redemption fee and a premium in the amount of \$29,000.00; and

WHEREAS, Pride Funding, LLC, the owner, has affected the redemption of Certificate #2021-006 in the amount of \$14,974.44;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges Fig cust Fig NJ 19, LLC & Sec Pty is entitled to a redemption in the amount of \$14,974.44 as well as the return of the premium in the amount of \$29,000.00; and

BE IT FURTHER RESOLVED, that the Town Council of the Town of Newton confirms and acknowledges the Tax Collector shall issue a check, in the amount of \$14,974.44 for the redemption and a check in the amount of \$29,000.00 for the return of the premium for Certificate #2021-006 to Fig cust Fig NJ 19, LLC & Sec Pty, PO Box 54226, New Orleans, LA 70154.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #191-2022

August 15, 2022

"Resolution Approving Vacation & Sick Leave Time Payout for Scott King"

WHEREAS, Scott King, Police Lieutenant, with the Newton Police Department, retired effective July 31, 2022 and is entitled to payout for unused and accrued vacation & sick leave time pursuant to applicable law, Town ordinances, Policemen's Benevolent Association, Local #138 – Superior Officers Association Agreement and the Town of Newton Personnel Policy and Procedures Manual and Employee Handbook; and

WHEREAS, the Chief Financial Officer has certified funding in the amount of \$36,445.57 from Account #711201; Reserve for Accumulated Absences;

NOW, THEREFORE BE IT RESOLVED, the Town Council authorizes the following payout for unused and vacation & sick leave time to Scott King as follows:

<u>EMPLOYEE</u>	<u>RETIREMENT DATE</u>	<u>PAYOUT TOTAL</u>
Scott King	July 31, 2022	\$36,445.57

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

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #192-2022

August 15, 2022

"Resolution Approving Vacation & Sick Leave and Accumulated Compensatory Time Payout for Thomas Tosti"

WHEREAS, Thomas Tosti, Police Sergeant, with the Newton Police Department, retired effective July 31, 2022 and is entitled to payout for unused and accrued vacation, sick, and accrued compensatory time pursuant to applicable law, Town ordinances, Policemen's Benevolent Association, Local #138 – Superior Officers Association Agreement and the Town of Newton Personnel Policy and Procedures Manual and Employee Handbook; and

WHEREAS, the Chief Financial Officer has certified funding in the amount of \$19,057.99 from Account #711201; Reserve for Accumulated Absences;

NOW, THEREFORE BE IT RESOLVED, the Town Council authorizes the following payout for unused and vacation, sick, and accumulated compensatory time to Thomas Tosti as follows:

<u>EMPLOYEE</u>	<u>RETIREMENT DATE</u>	<u>PAYOUT TOTAL</u>
Thomas Tosti	July 31, 2022	\$19,057.99

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

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #193-2022

August 15, 2022

"Resolution to Award Bid to ADS Contractors, LLC for ADA Ramps and Signage for Newton High School on Ryerson Avenue"

WHEREAS, the Town of Newton publicly accepted and opened bids for ADA Ramps and Signage for Newton High School on Ryerson Avenue on July 21, 2022, at 11:30A.M. as follows:

<u>Name and Address of Bidder</u>	<u>Base Bid</u>
ADS Contractors, LLC 52 Cooks Cross Road Pittstown, NJ 08867	\$15,840.64
Tony's Concrete Construction Co., Inc. 316 E. Kinney Street Newark, NJ 07105	\$25,578.00
Diamond Construction 35 Beaverson Blvd. Suite 12C Brick, NJ 08723	\$30,292.00

WHEREAS, ADS Contractors, LLC, 52 Cooks Cross Road, Pittstown, NJ 08867, has provided the lowest responsible bid in accordance with N.J.S.A. 40A:11-4; and

WHEREAS, after review of all submitted bids, Harold E. Pellow of Harold E. Pellow and Associates, Inc., the Town Engineer, in his letter dated July 28, 2022 recommends awarding the ADA Ramps and Signage for Newton High School on Ryerson Avenue Project to ADS Contractors, LLC in the amount of \$15,840.64; and

WHEREAS, the Chief Financial Officer has certified funding in the amount not to exceed \$15,840.64 from:

Account # 30922035

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, that the bid ADS Contractors, LLC is accepted and awarded in the amount of \$15,840.64.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
Established 1969

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

ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(5/20/84 - 7/27/89)

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

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

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

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

July 28, 2022

VIA E-MAIL

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

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

SUBJECT: RECOMMENDATION OF AWARD
Proposed ADA Ramps & Signage for Newton High School on Ryerson Avenue
HPA No. 22-193

Dear Tom,

I have reviewed the three (3) received on July 21, 2022 at 11:30 AM for the above-referenced project and recommend that the Town Council award the contract to ADS Contractors, LLC, 52 Cooks Cross Road, Pittstown, New Jersey 08867, whose low bid was \$15,840.64.

Enclosed herewith please find the *Summary of Bids* for your review.

If you have any questions regarding my recommendation or would like to discuss this project in further detail, please do not hesitate to contact me.

Very truly yours,

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

HEP:mac
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\22-193 - RYERSON AVENUE SIDEWALK IMPROVEMENTS\RUSO2.DOC

Enclosure

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

Project:		Proposed ADA Ramps & Signage for Newton High School on Ryerson Avenue																																																																																																																																																																																																													
Municipality:		Town of Newton																																																																																																																																																																																																													
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Handwritten Signature
(Engineer)



TOWN OF NEWTON

RESOLUTION #194-2022

August 15, 2022

“Resolution to Award Bid to ADS Contractors, LLC for Proposed Improvements to Lawnwood Avenue, Nelson Street, and East Clinton Street Project”

WHEREAS, the Town of Newton solicited bids for the Proposed Improvements to Lawnwood Avenue, Nelson Street, and East Clinton Street Project; and

WHEREAS, the bids for the Proposed Improvements to Lawnwood Avenue, Nelson Street, and East Clinton Street Project were publicly opened and read on July 21, 2022, at 11:00A.M. as follows:

<u>Bidder</u>	<u>Bid Amount</u>
ADS Contractors, LLC 52 Cooks Cross Road Pittstown, NJ 08867	\$19,262.21

Tony's Concrete Construction Co., Inc. 316 E. Kinney Street Newark, NJ 07105	\$24,914.00
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WHEREAS, ADS Contractors, LLC, 52 Cooks Cross Road, Pittstown, NJ 08867, has provided the lowest responsible bid in accordance with N.J.S.A. 40A:11-4; and

WHEREAS, after review of all submitted bids, Harold E. Pellow of Harold E. Pellow and Associates, Inc., the Town Engineer, in his letter dated July 28, 2022 recommends awarding Proposed Improvements to Lawnwood Avenue, Nelson Street, and East Clinton Street Project to ADS Contractors, LLC in the amount of \$19,262.21; and

WHEREAS, the Chief Financial Officer has certified funding in the amount not to exceed \$19,262.21 from:

Account #30922034

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, that the Bid ADS Contractors, LLC is accepted and awarded in the amount of \$19,262.21.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.
CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
Established 1969

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

ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(5/26/84 - 7/27/89)

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

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

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

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

July 28, 2022

VIA E-MAIL

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

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

SUBJECT: RECOMMENDATION OF AWARD
Proposed Improvements to Lawnwood Avenue, Nelson Street & East Clinton Street
HPA No. 22-140

Dear Tom,

I have reviewed the two (2) bids received on July 21, 2022 at 11:00 AM for the above-referenced project and recommend that the Town Council award the contract to ADS Contractors, LLC, 52 Cooks Cross Road, Pittstown, New Jersey 08867, whose low bid was \$19,262.21.

Enclosed herewith please find the *Summary of Bids* for your review.

In addition, enclosed please find NJDOT Form SA-22 – *Recommendation of Award State Aid Project* to be executed and returned to my office.

If you have any questions regarding my recommendation or would like to discuss this project in further detail, please do not hesitate to contact me.

Very truly yours,

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

HEP:mac
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\22-140 - LAWNWOOD AVE., NELSON ST. & EAST CLINTON ST\IMPROVEMENTS - PUBLIC BID\RUSSO2.DOC

Enclosures

**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 Lawnwood Avenue, Nelson Street & East Clinton Street in the Town of Newton, County of Sussex, be awarded to ADS Contractors, LLC, 52 Cooks Cross Road, Pittstown, New Jersey 08867 in the amount of \$19,262.21 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)



TOWN OF NEWTON

RESOLUTION #195-2022

August 15, 2022

"To Cancel Capital Appropriation Balances
in the General Capital Fund"

WHEREAS, certain General Capital Improvement appropriation balances remain dedicated to projects now completed; and

WHEREAS, the Town Manager and other Town Officials have reviewed and determined there are no additional costs for this project; and

WHEREAS, it is necessary to formally cancel said balance so that the unexpended balance may be returned to each respective Capital Improvement Fund or credited to Fund Balance, and unused debt authorizations may be cancelled;

NOW, THEREFORE BE IT RESOLVED, by a majority of the full membership of the Town Council of the Town of Newton that the following unexpended and dedicated balance of the General Capital appropriations totaling \$7,776.11 be cancelled:

<u>Ordinance Number</u>	<u>Date Auth.</u>	<u>Project Description</u>	<u>Amount Cancelled</u>	
			<u>Funded</u>	<u>Unfunded</u>
2021-20	8/10/21	Municipal Building & PD	\$7,776.11	

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #196-2022

August 15, 2022

"Authorize the Award of a Required Disclosure Contract with Planet Networks for a Public Speaker System to Include, Sound Equipment, Speaker Installation, and Maintenance Services for Spring Street"

WHEREAS, the Town of Newton has a need for public speaker system in the shopping area on Spring Street, as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS the Town has received two (2) quotes/non quotes, in accordance with N.J.S.A.40A:11-6.1, with Planet Networks being the most advantageous quote, price, and other factors considered; and

WHEREAS, Planet Networks, 4 Park Pl., Newton, N.J. in the aggregate is expected to be in excess of the play threshold of \$17,500.00; and

WHEREAS, Planet Networks, 4 Park Pl., Newton, N.J. has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that Planet Networks, 4 Park Pl., Newton, N.J. has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one year, and that the contract will prohibit Planet Networks, 4 Park Pl., Newton, N.J. from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer hereby certifies funds NOT TO EXCEED an aggregate \$43,914.95 are available as follows.

2022 Account #1112541	Amount	\$43,914.95
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NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the Town of Newton authorizes the Town Manager to enter into a contract with Planet Networks, 4 Park Pl., Newton, N.J. for an amount not to exceed \$43,914.95 for installation of a public speaker system for Spring Street; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and Personal Contribution Disclosure form, Determination of Value be placed on file in the Municipal Clerk's office.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #197-2022

August 15, 2022

"Award of Contract for Fencing Services to Challenger Fence Company through the Morris County Cooperative Pricing Council"

WHEREAS, the New Jersey Local Publics Contract Law, N.J.S.A. 40A:11-1 et seq., and specifically, N.J.S.A. 40A:11-11(6), authorizes the Town of Newton by resolution, and without advertising for bids or obtaining quotations, to purchase any goods or services under cooperative contracts; and

WHEREAS, the Governing Body of the Town of Newton adopted Resolution #110-2021 on April 26, 2021 renewing membership in the Morris County Cooperative Pricing Council ("Morris County Co-Op")(6MOCCP); and

WHEREAS, Challenger Fence Company, 53 Kentucky Avenue, Paterson, New Jersey 07503, was awarded Contract #53, Fencing Installation and Materials, expiring December 31, 2022; and

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. #2022-16 Dog Park Account #3092204 \$32,256.00

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex and State of New Jersey, that Challenger Fence Company, 53 Kentucky Avenue, Paterson, New Jersey 07503, holder of Contract #53, Fencing Installation and Materials, based on the Morris County Cooperative Pricing Council is authorized to provide service to the Town of Newton above the bid threshold in accordance with the tenets and precepts as found in Morris County Co-op (6MOCCP) Contract #53.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #198-2022

August 15, 2022

"Authorize Credits Due Water and Sewer Utility Accounts"

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 account for amounts billed incorrectly due to the reason(s) stated:

CREDIT FOR MINIMUM USAGE ON STUCK METER:

<u>Account</u>	<u>Address</u>	<u>Amount</u>
8063	86 West End Avenue	\$1,500

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #199-2022

August 15, 2022

"Resolution Authorizing Disposal of Surplus Property – Public Works Vehicles"

WHEREAS, the Town of Newton is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Town Council is desirous of selling said surplus property in an "as is" condition without express or implied warranties;

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

- 1) The sale of surplus property shall be conducted through Municibid pursuant to NJ State Contract 19-GNSV1-00696 in accordance with the terms and conditions of the State Contract.
- 2) The sale will be conducted online and the address of the auction site is <https://municibid.com>.
- 3) A list of the surplus property to be sold is as follows:
 - a. 2005 Chevrolet 2500
Vin: 1GCHK24U75E281892
Condition: Poor (Parts Only)
Mileage: 70,000
 - b. 2008 Chevrolet 2500 4X4 with Western Plow
Vin: 1GBE4C39X8F403034
Condition: Poor
Mileage: 38,283
 - c. 2012 GMC Sierra K2S
Vin: 1GT22ZCG9CZ247386
Condition: Poor
Mileage: 133,000
- 4) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- 5) The Town of Newton reserves the right to accept or reject any bids submitted.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #200-2022

August 15, 2022

"Approval of the Execution of a Shared Services Agreement with Frankford Township to Provide Animal Control Services through December 31, 2023"

WHEREAS, the Township of Frankford ("Frankford") wishes to obtain animal control services on a limited basis from the Town of Newton ("Newton"); and

WHEREAS, the Town of Newton ("Newton") is willing to enter into a Shared Services Agreement with Frankford to provide the requested animal control services on a limited basis to Frankford; and

WHEREAS, the parties desire to enter into a Shared Services Agreement, a copy of which is attached, which sets forth the terms and conditions of the shared animal control services on a limited basis for the period commencing August 15, 2022 through and including December 31, 2023; and

WHEREAS, these types of shared services are just what the State of New Jersey envisioned when it seeks to encourage same through the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Mayor and Town Clerk are hereby authorized, on behalf of the Town of Newton, to execute a Shared Services Agreement with the Township of Frankford to provide animal control services to Frankford for the Period of August 15, 2022 through December 31, 2023.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk

**TOWNSHIP OF FRANKFORD
COUNTY OF SUSSEX, STATE OF NEW JERSEY**

RESOLUTION 2022-053

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT
WITH THE TOWN OF NEWTON FOR ANIMAL CONTROL SERVICES
THROUGH DECEMBER 31, 2023**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., allows municipalities to share services for an Animal Control Officer, in order to promote and effectuate the sharing of a service; and

WHEREAS, Frankford Township desires to contract with Newton for the furnishing of the services of Animal Control Officer as set forth in for the provision of services in accordance with N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, the Township of Frankford has determined that the sharing of an Animal Control Officer will provide a cost savings to the taxpayers of Frankford while not putting any additional burden on the taxpayers of the Town of Newton; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Frankford, County of Sussex and State of New Jersey as follows:

1. The Township Committee is hereby authorized and directed to execute the attached Shared Services Agreement with the Town of Newton for an Animal Control Officer in accordance with the terms and provisions set forth.
2. A copy of the Agreement shall be filed with the Township Clerk and shall be open for public inspection at the Township Municipal Building upon adoption of this Resolution.
3. The Agreement shall take effect on August 15, 2022, conditioned upon the adoption of a reciprocal Resolution by the Town of Newton and its execution of the Agreement.
4. A copy of the Agreement shall be sent by the Town of Newton to the State of New Jersey, Division of Local Government Services in the Department of Community Affairs.

CERTIFICATION

I, Lori Nienstedt, RMC, Municipal Clerk for the Township of Frankford, County of Sussex, do hereby certify that the foregoing is a true and exact copy of the Resolution adopted by the Frankford Township Committee on August 9, 2022.



Lori Nienstedt, RMC, MBA
Municipal Clerk, Administrator

SHARED SERVICES AGREEMENT-ANIMAL CONTROL SERVICES

BY AND BETWEEN the Town of Newton, a body politic, with offices located at 39 Trinity Street, Newton, NJ 07860,

AND the Township of Frankford, a body politic, with offices located at 151 US HWY 206, Augusta, NJ 07822.

WITNESSETH:

The Town of Newton (hereinafter referred to as "NEWTON") and the Township of Frankford (hereinafter referred to as "FRANKFORD") and collectively referred to as the "Parties") have agreed this 15th day of August, 2022 that the citizens of their respective communities can be better served, at a reduced expenditure of scarce tax dollars, by arranging for the joint provision of certain governmental animal control services, as permitted by N.J.S.A. 40:8A-1, et seq. and N.J.S.A. 40A:65-1 et seq.

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM OF AGREEMENT

The term of this Agreement shall commence as of the first (1st) day this herein Agreement is authorized and executed by NEWTON and shall continue until December 31, 2023, unless terminated sooner pursuant to Section eight (8) below. The parties may agree, in writing, to renew this Agreement at the expiration of its initial term. The terms of the Agreement may be renegotiated for the renewal term in accordance with the law. Notice of intent to renew must be provided no later than six (6) months prior to the expiration of the initial term of this Agreement.

In the event this Agreement expires without an Agreement to renew or a new Agreement is not negotiated and agreed upon by the parties, NEWTON shall provide FRANKFORD, if requested, with Animal Control services for an additional period of ninety (90) calendar days and FRANKFORD shall pay for those services under the terms of this Agreement.

2. SCOPE OF SERVICES

2.1 DESIGNATED AS GENERAL AGENT

NEWTON is hereby designated the agent of FRANKFORD to furnish them with Animal Control Services.

2.2 RESPONSIBILITY

At all times, NEWTON shall maintain responsibility for all personnel providing services covered under the Agreement, and authority to regulate the overall departmental performance and the performance of all personnel shall reside with NEWTON. Any animal apprehended during an emergency, in which the owner has not been identified, will be transported to a veterinarian facility of FRANKFORD's choice and any applicable fees including but not limited to: impoundment, trap-neuter-release, veterinarian bills, medical care bills, euthanasia, shall be borne by the municipality in which the animal was apprehended. The Newton Town Manager or designee shall handle any public complaints involving the performance of the Animal Control Officer (hereinafter "ACO") and any and all support staff. If either respective municipality is dissatisfied with the performance of the department, mutual Agreement as to appropriate "action" will be determined.

All citizen inquiries and complaint resolutions shall be handled through NEWTON unless same are beyond the scope of the services provided herein by NEWTON. In such event, citizen inquiries and complaints will be referred to the appropriate respective municipal department or official in the appropriate municipality.

2.3 SUPERVISION AND DIRECTION OF STAFF

A. The certified Animal Control Officer (“ACO”), furnished by NEWTON, shall be responsible for the day-to-day operation and supervision of activities in the Animal Control Division.

B. Any support staff, furnished by NEWTON shall, where necessary, be properly licensed by the State as Animal Control Officers.

C. During a criminal investigation, the ACO will be under the direct supervision of the Newton Town Manager. Once the criminal investigation is completed, the ACO shall resume supervision of the Animal Control Division.

2.4 DESIGNATION AS OFFICIALS

The Animal Control Officer and staff hired by NEWTON shall be designated by participants by Resolution as the Animal Control Staff of their respective municipalities.

3. ACTIVITIES

3.1 ANIMAL SHELTER FACILITIES

All animals picked up by the ACO and staff shall be transported to the appropriate rehabilitation or shelter facility. All animals shall be held at this facility for the periods mandated by New Jersey law, where applicable. At the end of this time, ownership and responsibility for final disposition of these animals shall reside with the shelter. At the shelter's discretion, disposition options shall include adoption, release to rescue groups, or, in extreme cases, euthanasia. At all times, the shelter shall be maintained and operated under such standards as are set by State law, where applicable.

3.2 SERVICES TO BE PERFORMED

The ACO or their staff shall provide to FRANKFORD, in as responsive a manner as possible, the following animal control services:

A. Animal control management, including investigation, apprehension and transportation of live wild, domestic (including livestock), feral animals to veterinarian facility and/or shelter; removal and proper disposal of dead domesticated animals; and, protecting the general welfare of residents and animals in FRANKFORD.

B. Responding between 8:00 a.m. and 5:00 p.m., Monday through Friday, to routine and non-routine problems, questions or issues of animal control, reported by the public or FRANKFORD.

C. To respond to animal control emergencies outside of normal work hours, seven (7) days per week, twenty-four (24) hours per day including, but not limited to, direct threats to the health and safety of the public by wild and domesticated animals or livestock, and/or time-critical welfare issues (not including responding to animal at-large calls).

D. Investigation and supervision of quarantine cases resulting from animal/human or animal/animal bite occurrences. Appropriate quarantine reports shall be completed by the ACO and delivered to the Sussex County Division of Health upon the completion of the quarantine period. Should the ACO deem it necessary to quarantine said dog or cat off the premises of the owner, said owner shall be solely responsible for such care and maintenance costs as may be prescribed by law.

E. In those cases where the ACO shall deem it necessary to send specimens to Trenton for rabies examination, the ACO shall provide for the preparation and transport of same. Any costs incurred for this procedure shall be the responsibility of FRANKFORD.

F. In those cases where the ACO shall deem it necessary, the ACO shall be responsible for the issuance of summonses for animal related violations of the local ordinances of FRANKFORD and shall be available to testify in court in support of said summons. Court attendance for the ACO is compensated by NEWTON.

G. In those cases where the ACO, or a certified designee of the ACO, shall deem it appropriate, the ACO, or a certified designee of the ACO, shall be responsible for providing euthanasia by a reputable veterinarian and/or shelter. This shall be done in as humane a manner as is possible under current acceptable methodology and shall be done in accordance with all State and Federal laws.

H. In those cases where the ACO shall deem it appropriate, the ACO shall be responsible for chemical immobilization of animals by a reputable veterinarian and/or shelter. This shall be done in as humane a manner as is possible under current acceptable methodology and shall be done in accordance with all State and/or Federal laws.

I. Minimum attendance at one (1) FRANKFORD Township governing body meeting per calendar year and as often as requested by the Governing Body, but in no event, no more than three (3) FRANKFORD Township governing body meetings per calendar year, which shall be compensated by FRANKFORD.

J. The ACO will be available to organize and/or assist FRANKFORD at their annual Rabies Clinics. The ACO's time shall compensated by NEWTON; any and all other costs including, but not limited to: vaccines, veterinary support, publicity, shall be borne by FRANKFORD.

K. All office supplies, communication devices, equipment, vehicles, and other administrative items required by the ACO in the course of his or her duties shall be provided by NEWTON.

L. The ACO will be responsible to perform FRANKFORD's Trap/Neuter/Release program at their request. The ACO's time shall compensated by NEWTON; any and all other costs including, but not limited to; materials, postage, publicity shall be borne by the FRANKFORD.

3.3 PLACE OF OPERATION

The business office for the ACO and staff will be located in the municipal building of the Town of Newton, located at 39 Trinity Street, Newton, NJ 07860.

4. ENFORCEMENT ACTIONS

FRANKFORD shall be solely responsible for its own enforcement actions. The cost of enforcement activities, including, but not limited to, legal actions and collection of any fines and/or penalties assessed as a result of a legal action, shall be borne solely by FRANKFORD, within which the violation occurred. NEWTON shall only be responsible for ensuring that the ACO and/or other department personnel are

available to testify and for providing documentation substantiating any investigation undertaken and the results thereof.

5. FUNDING

5.1 COMPENSATION PAYABLE BY FRANKFORD TOWNSHIP

In consideration of this service, FRANKFORD shall pay NEWTON Thirteen Thousand Seven Hundred and Fifty (\$13,750.00) Dollars for the contract term specified herein.

5.2 QUARTERLY PAYMENTS BY FRANKFORD TO NEWTON

- A. FRANKFORD shall provide sufficient funds in their budgets to cover contract costs.
- B. "For the period of August 15, 2022 through December 31, 2022 the Town of Newton will receive monthly pro-rated payments in the amount of *\$833.33 from Frankford Township.

Thereafter, for the period January 1, 2023 through December 31, 2023 the payment schedule will be quarterly as follows:

- January 1, 2023 - \$2,500.00
- April 1, 2023 - \$2,500.00
- July 1, 2023 - \$2,500.00
- October 1, 2023 - \$2,500.00

Thirty (30) calendar days prior to the payment date, NEWTON will forward an invoice to FRANKFORD requesting payment.

- C. Failure by FRANKFORD to pay its quarterly contribution by the twentieth (20th) calendar day of the following month gives NEWTON the right to impose a five percent (5%) late penalty for that payment, as well as interest on the payment to accrue at the rate of five percent (5%) per annum.

6. GENERAL COOPERATION AND INTENT

A. It is the intention of the parties that the Animal Control activities within and on behalf of FRANKFORD shall be performed by the ACO and/or staff of NEWTON according to the same general standards of performance, procedure and recordkeeping as said office presently furnished for matters within NEWTON. NEWTON agrees that its employees and contractors will cooperate with the Administrator of FRANKFORD to facilitate performance of the services listed in Section 3.2 above. In general, performance by NEWTON which meets the requirements of Animal Control activities and the general standards for performance of this Agreement.

B. At all times, NEWTON shall maintain responsibility for all personnel providing services covered under this Agreement.

7. APPLICABLE LAW

Each party shall comply with all applicable laws pertaining to the provisions of Animal Control services including, without limitation to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

8. TERMINATION EVENTS

This Agreement may be terminated upon the happening of any of the following:

A. Either of the Parties may terminate this Agreement with one (1) year in written advance notification, except that this Agreement may be terminated by FRANKFORD upon ninety (90) calendar days' written notice if NEWTON retains a new ACO that is not acceptable to FRANKFORD, except as set forth in Section 1 above.

B. If, for any reason, Animal Control services should become a financial liability for NEWTON, NEWTON reserves the right, upon ninety (90) days written notice to FRANKFORD, to terminate this Agreement and shall be held harmless by FRANKFORD for taking any such action to terminate.

C. The provisions of Section 1 and Section 12 shall supersede all provisions of this Section, where applicable.

9. INDEMNIFICATION

FRANKFORD shall not be liable for any negligent, reckless, or intentional acts or omissions of NEWTON and NEWTON shall indemnify, defend, and hold FRANKFORD harmless from all losses, injuries, or damage caused by the negligent, reckless, or intentional acts or omissions of NEWTON or any of its respective employees or independent contractors in rendering Animal Control services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against FRANKFORD which relates to such negligent, reckless, or intentional acts or omissions. In the event that the validity of this Agreement is challenged by a resident or employee of FRANKFORD, FRANKFORD will defend the Agreement and FRANKFORD and NEWTON will share the costs of that defense evenly.

10. INSURANCE

During the term of this Agreement, NEWTON will keep in force, at its expense, (i) public liability insurance including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000.00 on account of bodily injuries or death of one person and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; (ii) property damage insurance for loss or damage of \$100,000.00; and (iii) automobile liability, bodily injury and property damage: combined single limit of \$1,000,000.00. FRANKFORD shall also provide the same types of coverage above for the duration of this agreement and a Certificate of Insurance within ten (10) calendar days of FRANKFORD'S approval of this Agreement naming NEWTON as an additional insured. NEWTON will cause FRANKFORD to be named as an additional insured on all of the above policies on a primary, non-contributory basis.

11. ADMINISTRATIVE AND LEGAL SUPERVISION

To the extent that is appropriate to matters pertaining to FRANKFORD, NEWTON personnel shall receive subject matter and specific information from FRANKFORD. In addition, the Municipal Attorney of

FRANKFORD shall provide legal advice, guidance and representation to NEWTON personnel on specific matters pertaining to FRANKFORD, with copies of same to NEWTON'S Town Attorney. It is expressly understood, however, that matters of discipline, compensation, attendance and related items remain under the sole control of NEWTON in regard to all persons serving under this Agreement who shall remain as employees of NEWTON.

12. CHOICE OF LAW AND DISPUTE RESOLUTION

In the event of any dispute arising under this Agreement, the appropriate officials of FRANKFORD and the Town Manager of NEWTON shall meet to attempt to resolve the same in good faith. In the event the dispute cannot be resolved, the sole remedy shall be for either party to terminate this Agreement upon ninety (90) calendar days' written notice, whereupon FRANKFORD shall remit payment for all services rendered through the effective date of termination, and this Agreement shall be deemed NULL AND VOID and of no further force and effect.

13. OTHER CONTRACTS

The parties recognize that this is not an exclusive Agreement and that NEWTON shall be permitted to enter into similar Agreements with other municipalities to provide the same services as specified herein.

14. CONFORMITY OF LOCAL ORDINANCES WITH THIS AGREEMENT

In cases where the terms and conditions of this Agreement are in conflict with the Local Ordinances of the FRANKFORD, FRANKFORD shall amend their Ordinances to eliminate any such inconsistency.

15. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties and may not be supplemented, amended, or revised unless in writing and signed by the parties to the original agreement.

16. SEVERABILITY

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

17. WAIVER

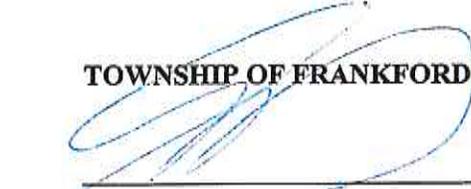
Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant, or condition at any other time; nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:



Lori Nienstedt, MBA, RMC
Administrator, Municipal Clerk

TOWNSHIP OF FRANKFORD


Emery Castimore, Jr.
Mayor

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC
Municipal Clerk

Jason J. Schlaffer
Mayor



TOWN OF NEWTON

RESOLUTION #201-2022

August 15, 2022

"Resolution Authorizing the Conditional Designation of Caruso Redevelopment Group, LLC as Redeveloper of the Hicks Avenue Redevelopment Area and the Paterson Avenue Redevelopment Area in the Town of Newton"

WHEREAS, the Town of Newton (the "Town") is a political subdivision of the State of New Jersey (the "**State**"), located in the County of Sussex; and

WHEREAS, all Block and Lot references used in this Resolution refer to Block and Lot information appearing of record in the official tax maps of the Town of Newton; and

WHEREAS, by Resolution #225-2007 adopted on December 10, 2007, the Town Council of the Town (the "**Town Council**") designated Block 1309, Lots 1, 1.01, 2, 6, 8, 9, 41, and 42 (now known as Block 24.02, Lots 1, 2, 3, 4, 5, 6, 7, and 8) along Sparta Avenue, Hicks Avenue, and Smith Street, as a non-condemnation area in need of redevelopment in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "**Redevelopment Law**"); and

WHEREAS, by the adoption of Ordinance 2008-29 on December 22, 2008, the Town Council duly adopted a redevelopment plan for the Redevelopment Area, entitled, "Hicks Avenue Redevelopment Plan", prepared by A. Nelessen Associates, Inc. and dated December 2008 (as the same may be amended and supplemented from time to time, the "**Initial Hicks Avenue Redevelopment Plan**"); and

WHEREAS, on August 25, 2014, by the adoption of Ordinance 2014-16, the Town Council duly adopted an amended redevelopment plan for the Initial Hicks Avenue Redevelopment Plan, entitled, "Hicks Avenue Redevelopment Plan Amendment", prepared by J Caldwell & Associates, LLC and dated July 2014 (as the same may be amended and supplemented from time to time, the "**Amended Hicks Avenue Redevelopment Plan**"); and

WHEREAS, on December 6, 2007, the Planning Board of the Town of Newton recommended that Block 1201.02, Lots 2 and 2.01 (now known as Block 16.03, Lots 6 and 7), be designated as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, on December 10, 2007, by Resolution #224-2007, the Town Council designated Block 1201.02, Lots 2 and 2.01 (now known as Block 16.03, Lots 6 and 7), along with the adjacent public rights-of-way along Paterson Avenue, Stratford Lane, and Jersey Place, as a non-condemnation area in need of redevelopment in accordance with the Redevelopment Law; and

WHEREAS, on November 10, 2008, by the adoption of Ordinance No. 2008-25, the Town Council duly adopted a redevelopment plan for Block 1201.02, Lots 2 and 2.01 (now known as Block 16.03, Lots 6 and 7), entitled, "Paterson Avenue Redevelopment Plan", prepared by A. Nelessen Associates, Inc. and dated October 2008 (as the same may be amended and supplemented from time to time, the "**Initial Paterson Avenue Redevelopment Plan**"); and

WHEREAS, on August 22, 2011, by the adoption of Ordinance No. 2011-18, the Town Council duly adopted amendments to the Initial Paterson Avenue Redevelopment Plan, entitled, "Paterson Avenue Redevelopment Plan Amendment", prepared by Jessica Caldwell, P.P., A.I.C.P., of Harold E. Pellow & Associates, Inc. and dated August 22, 2011 (as the same may be amended and supplemented from time to time, the "**First Amended Paterson Avenue Redevelopment Plan**"); and

WHEREAS, on January 11, 2016, by the adoption of Ordinance No. 2015-39, the Town Council duly adopted amendments to the First Amended Paterson Avenue Redevelopment Plan, entitled, "Paterson Avenue Redevelopment Plan Amendment", prepared by J Caldwell & Associates, LLC, dated December 28, 2015 (as the same may be amended and supplemented from time to time, the "**Second Amended Paterson Avenue Redevelopment Plan**"); and

WHEREAS, on January 27, 2020, by the adoption of Ordinance No. 2020-2, the Town Council duly adopted amendments to the Second Amended Paterson Avenue Redevelopment Plan, entitled "Paterson Avenue Redevelopment Plan Amendment", prepared by J Caldwell & Associates, LLC, dated December 19, 2019 (as the same may be amended and supplemented from time to time, the "**Third Amended Paterson Avenue Redevelopment Plan**"); and

WHEREAS, the Amended Hicks Avenue Redevelopment Plan and the Third Amended Paterson Avenue Redevelopment Plan are herein collectively referred to as the "**Redevelopment Areas**;" and

WHEREAS, Caruso Redevelopment Group, LLC ("CRG") has provided for the Town's consideration evidence of its ability to acquire, finance, construct, and maintain the Redevelopment Areas; and

WHEREAS, the Town is desirous of conditionally designating CRG as the redeveloper of the Redevelopment Areas, subject to certain conditions;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that CRG, is hereby conditionally designated as redeveloper for the development of Redevelopment Areas conditioned upon the certain conditions ("Conditional Designation");

BE IT FURTHER RESOLVED, that said Conditional Designation is subject to the following conditions:

1. On or before the one year anniversary of this resolution, CRG shall provide sufficient evidence of control of either the Hicks Avenue Redevelopment Area (Block 1309, Lots 1, 1.01, 2, 6, 8, 9, 41, and 42 now known as Block 24.02, Lots 1, 2, 3, 4, 5, 6, 7, and 8) or Paterson Avenue Redevelopment Area (Block 1201.02, Lots 2 and 2.01 now known as Block 16.03, Lots 6 and 7) (the "**Properties**") by way of agreement and/or right to purchase the Properties from the current owner in a form acceptable to the Town (the "Definitive Agreement").

2. Upon presentation of the Definitive Agreement to the Town Council, CRG shall prepare complete concept plans to the Town Council and Planning Board including land uses, densities, bulk standards, amenities, and a list of proposed amendments to the respective redevelopment plans for the areas, if necessary.

3. Upon approval of the Town Council of such concept plans or such amended concept plans CRG may prepare in response to the Town Council's or its professionals' comments, CRG shall make a presentation to the Planning Board in support of the same.

4. Simultaneous with the Adoption of the Redevelopment Plan(s), CRG shall execute a Redeveloper's Agreement with the Town.

5. Within fourteen (14) days of the adoption of this resolution, CRG and the Town shall enter into an escrow agreement, in form attached hereto as **Exhibit A**, for the purposes of funding all of the professional costs associated with the redevelopment of the Redevelopment Areas, and the Redeveloper shall replenish the Escrow Account as required thereunder.

6. This Conditional Designation is for the limited period from the date of adoption of this resolution to the one-year anniversary date of its adoption at which time it will automatically expire and be of no further force and effect, and the parties will no longer have any obligation to the other, except as to final payment of any Town or Town professionals' costs under the Escrow Agreement required herein.

7. The Town may, in its sole discretion, extend and re-extend the Conditional Designation, in its sole and exclusive discretion and provided sufficient progress has been demonstrated concerning the Definitive Agreement, the adoption of a Redevelopment Plan, and the negotiation of a Redeveloper's Agreement, and the Town Council hereby authorizes the Town Manager, Thomas S. Russo, Jr., to grant such extensions as needed.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“Agreement”) is made as of the ___ day of _____, 2022, by and between _____, LLC. (the “Entity”), a corporation formed under the laws of the State of New Jersey, with an address of _____; and the **TOWN OF NEWTON**, a municipal corporation of the State of New Jersey (the “Town”) and together with the Entity (the “Parties”), with an address at 39 Trinity Street, Newton, NJ 07860.

WITNESSETH:

WHEREAS, the Entity is actively pursuing the potential redevelopment of redevelopment areas in the Town and has requested that the Town consider conditionally designating the Entity a redeveloper for such areas; and

WHEREAS, the Entity has agreed to cover the costs and expenses incurred by the Town in the Town’s review, designation, and planning processes, with no assurance of a particular result from the Town; and

WHEREAS, the Entity has demonstrated that it has the skills, qualifications, experience, and financial ability (either directly or through its past funding sources) to redevelop some or all of the areas currently designated as areas in need of redevelopment;

WHEREAS, the Entity has agreed to deposit with the Town the amount of \$25,000.00 to replenish the escrow deposit (the “Escrow Deposit”), to be deposited in an escrow account and disbursed in accordance with the provisions of this Agreement to defray certain costs and expenses incurred by or on behalf of the Town arising out of or in connection with, among other things, consideration of a redevelopment designation and plan at the Property.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1. Escrow Deposit.** The Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Town, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., as and to the extent applicable.
- 2. Scope of Reimbursable Services.** (a) The Town shall be entitled to be reimbursed for all professional charges incurred in connection with the review process defined above, the preparation and review of all related documents and materials, including but not limited to

correspondence, meetings and all communications (including by telephone and email) with the Entity, the Entity's professionals, Town staff or retained professional(s) with respect to the Town's review process (collectively, the "Reimbursable Activities"). **Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Agreement and is not contingent upon the outcome of any negotiations between the Parties.**

(b) Properly reimbursable professional charges shall be reasonable and necessary and shall relate to Reimbursable Activities performed by outside consultants and professionals. Annexed hereto as **Schedule 1** is a schedule of rates to be charged by outside professionals and consultants retained by the Town as of the date of this Agreement.

3. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Town in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or deposit approved for such deposits by the State of New Jersey, in a segregated, non-interest-bearing account (the "Escrow Account") referenced to in this Agreement.

4. Payments from the Escrow Funds.

(a) The Town shall use such funds to pay reimbursable professional charges.

(b) Professional charges paid out of the Escrow Account shall include professional charges in connection with the Reimbursable Activities. The only costs that shall be added shall be actual out-of-pocket expenses of such professionals or outside consultants, including normal and typical expenses incurred in connection with such Reimbursable Activities.

(c) Each payment for professional services charged to the Escrow Account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-tenth hour increments, the hourly rate, and specifically properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Town on a monthly basis in accordance with the schedule and procedures established by the Town.

5. Accounting and Additional Deposits. As reasonably requested by the Entity, the Town shall prepare and send to the Entity a statement which shall include an accounting of funds listing all deposits, disbursements, and the cumulative balance of the Escrow Account.

- 6. Close Out Procedures.** Upon termination of the Town's review, the Entity may send written notice to the Town, Town Manager and Town's Chief Financial Officer, requesting that the remaining escrow balance of the Escrow Deposit be returned, or otherwise transferred to another escrow account if appropriate. After receipt of such notice, the professional(s) shall render a final bill to the Town within 30 days; and within 30 days of receipt, the Town shall pay all outstanding bills and render a written final accounting to the Entity detailing the uses to which escrow funds were spent. The Entity will not be responsible for any additional professional(s) charges once the final accounting has been rendered by the Town.
- 7. Disputed Charges. (a)** The Entity may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Town. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within 45 days from the Entity's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Entity with an informational copy of the voucher, then the Entity shall send notice within 60 days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Entity's acceptance of the charge and a waiver by the Entity of all objections to the charge and to payment thereof out of the escrow account.

(b) During the pendency of a dispute, the Town may continue to pay undisputed charges out of the Escrow Account. If a dispute over a charge is resolved in the Entity's favor after having been paid, the Town shall reimburse the Escrow Account in the amount determined to be properly disputed.
- 8. Governing Law.** This Escrow Agreement shall be governed, construed, and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Sussex County, New Jersey, and the Entity hereby waives all objections to such venue.
- 9. Successors and Assigns.** This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

- 10. Entire Agreement; No Modification Unless in Writing.** This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.
- 11. Effective Date.** This Agreement shall not become effective unless and until the Escrow Deposit is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Witness or Attest:

_____, LLC

By: _____

Witness or Attest:

TOWN OF NEWTON

Teresa A. Oswin, RMC
Municipal Clerk

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

SCHEDULE 1

1. Eric M. Bernstein & Associates, LLC, Town Attorney	\$130.00/hour
2. Harold E. Pellow & Associates, Inc., Town Engineer	\$130.00/hour
3. J. Caldwell & Associates, LLC, Town Planner	\$130.00/hour
4. DeCotiis, FitzPatrick, Cole & Giblin, LLP, Red. Attorney	\$350.00/hour
5. PCI, Fred Margron, Sewer Engineer	\$169.00/hour
6. HPA, David Simmons, Water Engineer	\$130.00/hour
7. Topology, Phil Abramson, Principal	\$185.00/hour
8. EXCEL Environmental, Ron Harwood, Principal	\$200.00/hour
9. Weiner Law Group, Glenn Kienz, Esq., Planning Board Attorney	\$180.00/hour



TOWN OF NEWTON

RESOLUTION #202-2022

August 15, 2022

"Award the Contract for the Proposed Resurfacing of Dunn Place Project to Tilcon New York, Inc. through the Morris County Cooperative Pricing Council"

WHEREAS, the New Jersey Local Publics Contract Law, N.J.S.A. 40A:11-1 et seq., and specifically, N.J.S.A. 40A:11-11(6), authorizes the Town of Newton by resolution, and without advertising for bids or obtaining quotations, to purchase any goods or services under cooperative contracts; and

WHEREAS, the Governing Body of the Town of Newton adopted Resolution #110-2021 on April 26, 2021 renewing membership in the Morris County Cooperative Pricing Council ("Morris County Co-Op") (6MOCCP); and

WHEREAS, Tilcon New York, Inc. was awarded Contract #6, Milling and Paving, in the Morris County Co-Op's portion for municipalities with regard to Resurfacing of Roads; and

WHEREAS, the Town Engineer, Harold E. Pellow, has recommended Tilcon New York, Inc. be retained for the Improvements to Dunn Place in the Town of Newton, based on the Morris County Cooperative Pricing Council contract pricing:

To be awarded to Tilcon New York, Inc. through the Morris County Co-Op \$8,418.00

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 NOT TO EXCEED \$8,418.00 are available from:

Capital Fund – Ord. #2022-14 Road Improvements – Dunn Place - Account #30922032

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex and State of New Jersey, that the contract for the Resurfacing of Dunn Place Project in the Town of Newton is hereby awarded to Tilcon New York, Inc. in the amount of \$8,418.00.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

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

ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(5/29/64 - 7/27/66)

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

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

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

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

August 11, 2022

VIA E-MAIL

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

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

SUBJECT: RECOMMENDATION OF AWARD OF CONTRACT

Proposed Resurfacing of Dunn Place
Milling and Paving Per the Morris County CO-OP
HPA No. 20-187

Dear Tom,

As we have discussed, we are planning to utilize Tilcon New York, Inc. (the low bidder for the 2022 Morris County CO-OP Contract No. 6 – Road Resurfacing) to complete the milling and paving work on Dunn Place. I am recommending the following contract award:

1. Tilcon New York, Inc. (Milling and Paving Per the MCCPC Contract No. 6 for District No. 2)

Std. Item No.	To Be Constructed	Quantity	Unit	Unit Price	Amount
1	Milling, 2" to 4"	444	Sq. Yd.	\$3.50	\$1,554.00
2	Hot Mix Asphalt 9.5M64, 2" Thick	70	Ton	\$75.20	\$5,264.00
3	Asphalt Price Escalation	100%	L.S.	\$950.00	\$950.00
4	Fuel Price Escalation	100%	L.S.	\$650.00	\$650.00
Total Award Amount					\$8,418.00

A big concern is the Asphalt Price Adjustment and the Fuel Price Adjustment, which are out of control and rising by the week. I will have to adjust these two items when it is time for Tilcon to pave.

Mr. Thomas S. Russo, Jr.
RE: Proposed Resurfacing of Dunn Place
August 11, 2022

Page 2

If you have any questions regarding my recommendations or would like to discuss these projects in further detail, please do not hesitate to contact me.

Very truly yours,



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

HEP:mac
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\20-187 - DUNN PLACE RESURFACING\RUSSO1.DOC



TOWN OF NEWTON

RESOLUTION #203-2022

August 15, 2022

"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 2021 and 2022 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 the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, August 15, 2022.

Teresa A. Oswin, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 08/15/2022 For bills from 07/19/2022 to 08/12/2022

Check#	Vendor	Description	Payment	Check Total
6509	4586 - A ABSOLUTE ESCROW SETTLEMENT CO. INC.	PO 61919 REFUND TAX OVERPAYMENT	1,715.94	1,715.94
6510	1305 - ACCURATE DOOR, INC.	PO 61851 DPW Garage Door Replacements - Mill Stre	1,950.00	1,950.00
6511	2799 - AFLAC	PO 61952 July 2022- Vol Ben - Disability, Hospita	1,905.30	1,905.30
6512	2141 - AIRMATIC COMPRESSOR SYSTEMS, INC.	PO 61508 GAll-125 AFF 208-203/460 Compressor /WTP	17,307.78	
		PO 61930 Voltage Adjutment/Repair WTP	487.50	17,795.28
6513	4432 - ALLEGIANCE TRUCKS LLC	PO 59455 2021 International Truck CV515 SFA /22,5	88,007.85	
		PO 61868 International Truck CV515 SFA /Paint	1,600.00	89,607.85
6514	3869 - AMERICAN FIDELITY ASSURANCE	PO 61932 July 2022 - Vol Benefits - LTD, Critical	562.22	562.22
6515	3868 - AMERICAN FIDELITY ASSURANCE COMPANY	PO 61931 FSA - Voluntary - July 15 & July 29th	654.16	654.16
6516	4473 - AppColony Inc.	PO 61449 POOL MAKESHIFT SCHEDULING APP	194.43	194.43
6517	4342 - ATD HIGHWAY PRODUCTS LLC	PO 60531 STREET SIGNS/	2,100.00	
		PO 61711 Veterans Appreciation Signs	114.00	
		PO 61871 Trail Signs/Roadway Signs	221.00	2,435.00
6518	2757 - ATLANTIC TACTICAL INC.	PO 61484 BODY ARMOR VESTS Meisinger/Armstrong/Cou	3,208.80	3,208.80
6519	32 - B & R UNIFORM, INC.	PO 61839 LT BREAST BADGE	150.00	150.00
6520	3251 - BADGER METER, INC.	PO 60750 B: Agreement Beacon Mobile Hosting/ Wate	164.22	164.22
6521	1994 - BARCO PRODUCTS COMPANY	PO 61575 Double Garbage Receptacle - Heavy Duty f	3,063.39	3,063.39
6522	514 - BEN SHAFFER & RECREATION INC.	PO 61835 Playground Rpr/ Merry Go Round Bearings	584.80	584.80
6523	3406 - BLUE RIDGE LUMBER, INC.	PO 61955 Community Development Door/Security Meas	1,017.90	1,017.90
6524	1132 - BOONTON TIRE SUPPLY INC.	PO 61612 B: PD VEHICLE REPAIR	415.19	
		PO 61807 2014 Bus - Water Pump Replacement	716.23	
		PO 61808 FIRE CHIEF VEC BRAKES OIL CHG	348.77	
		PO 61809 OEM #1 BRAKES & OIL CHG	482.13	
		PO 61940 2005 Ford Pickup F150/Morris Lake Truck	238.89	2,201.21
6525	2124 - BUCKMAN'S INC.	PO 61451 B: POOL CHEMICALS 2022 SEASON - NEWTON	4,117.60	4,117.60
6526	702 - C W A LOCAL 1032	PO 61936 Police Dispatch Dues - July 2022	247.87	247.87
6527	192 - CAMPBELL'S SMALL ENGINE INC.	PO 61212 B:Parks Supplies/Maintenance	481.22	481.22
6528	3015 - CAPITOL SUPPLY CONST PRODUCTS, INC.	PO 61510 Supplies/Water Dist RPR	1,453.04	
		PO 61772 Supplies/Water Dist RPR (Paterson Ave)	676.52	2,129.56
6529	77 - CCP INDUSTRIES, INC.	PO 61650 Cleaning Supplies Cust #53794	136.11	
		PO 61741 Cleaning Supplies Cust #53794	73.00	209.11
6530	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 60685 B: ALARM CIRCUITS A/C #309485585 HIGH 5	251.70	251.70
6531	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 60686 B: LONG DISTANCE A/C #320421349	93.03	93.03
6532	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 60753 LOCAL PHONE SVC	1,252.47	
		PO 60753 LOCAL PHONE SVC	2,706.23	3,958.70
6533	4547 - COLE-PARMER INSTRUMENT COMPANY	PO 61774 Turbidimeter & Calibration Rit for Micro	3,948.40	3,948.40
6534	4138 - CONSTELLATION NEWENERGY -GAS DIV	PO 61924 ELECTRIC -JUNE/JULY	4,095.47	
		PO 61924 ELECTRIC -JUNE/JULY	7,480.90	11,576.37
6535	2639 - COUNTY OF SUSSEX	PO 61918 3rd Qtr Pilots due Cty, Thor & RPM	8,511.33	8,511.33
6536	2375 - COUNTY OF SUSSEX ELECTIONS	PO 61802 2021 Primary Election sample and Primary	376.42	376.42
6537	155 - COYNE CHEMICAL CORP., INC.	PO 60869 B: CP-837 ZINC (@ 1.57 per LB)	1,627.50	
		PO 60871 B: SODIUM BISULFITE, Solution 38% (@ \$.5	623.00	2,250.50
6538	4500 - CRYSTAL MOUNTAIN SPRINGS	PO 61439 B: WATER DELV ACCT #1483	238.47	238.47
6539	194 - D & E SERVICE CENTER, INC.	PO 61720 Rpr 2007 Sterling L7500	7,478.92	7,478.92
6540	4557 - DAIGNEAULT, ROBERT	PO 61665 Creation of video ads for upcoming event	500.00	500.00
6541	768 - DEMPSEY UNIFORM & SUPPLY INC	PO 60798 B: Uniforms/ Mats/ Supplies 2022	331.61	
		PO 60798 B: Uniforms/ Mats/ Supplies 2022	2,512.66	2,844.27
6542	2136 - DRAEGER, INC.	PO 61354 CERT SOLUTION CUST#150046892	120.00	120.00
6543	4532 - EARTEPLANTER LLC	PO 61291 WATERLESS SPRING ST PLANTERS & HANGING B	16,878.00	16,878.00
6544	4355 - FAIRLEIGH DICKINSON UNIVERSITY	PO 60477 2022 Training course at FDU	2,037.00	2,037.00
6545	225 - FEDERAL EXPRESS	PO 60847 B: EXPRESS MAIL ACCT #1344-0525-2	34.35	34.35
6546	2525 - FIREFIGHTER ONE, LLC.	PO 61323 ENG #801 PREVENTATIVE MAINT	1,395.00	
		PO 61324 ENG #802 PREVENTATIVE MAINT	2,990.00	
		PO 61325 ENG #803 PREVENTATIVE MAINT	1,695.00	
		PO 61326 ENG #804 PREVENTATIVE MAINT	2,890.00	
		PO 61685 ENG #801 AIR FILTER RESTRCITION SENSOR	350.18	9,320.18
6547	3318 - FREDON ANIMAL HOSPITAL	PO 61804 TNR Feral Cats/kittens	342.50	
		PO 61870 Vet Care Abandon Dog in Memory Park	109.90	
		PO 61946 Vet Care for abandoned Cat 8/5/22	83.90	536.30
6548	200 - GARDEN STATE LABORATORIES INC	PO 60878 B: WASTE & DRINKING WATER ANALYSIS Jan -	2,898.00	2,898.00
6549	448 - GARRIS, JEAN	PO 61745 MEDICARE PART B REIMB	170.10	170.10

List of Bills - CLEARING/CLAIMS

Meeting Date: 08/15/2022 For bills from 07/19/2022 to 08/12/2022

Check#	Vendor	Description	Payment	Check Total
6550	4536 - GATEHOUSE MEDIA NEW YORK HOLDINGS , INC.	PO 61773 ADVERTISING -JUNE ACCT #704136	50.70	
		PO 61773 ADVERTISING -JUNE ACCT #704136	327.48	
		PO 61773 ADVERTISING -JUNE ACCT #704136	249.69	627.87
6551	2626 - GENERAL CODE, LLC	PO 61849 SUPPLEMENT #23 cust #NE2921	883.79	883.79
6552	4384 - GIBBONS P.C.	PO 61899 BOND ORD VARIOUS W/S IMPROVEMENTS	537.50	
		PO 61899 BOND ORD VARIOUS W/S IMPROVEMENTS	537.50	1,075.00
6553	4506 - GLENN C KIENZ	PO 60845 2022 PLANNING BOARD ATTORNEY (\$700/MNTH	700.00	700.00
6554	4525 - GLOBAL HR RESEARCH	PO 61907 PRE-EMPLOYMENT - Screenings - May, June	681.00	681.00
6555	4398 - GLOBAL RECYCLING SOLUTIONS LLC	PO 60784 B: Recycling Collection Jan- December 20	260.65	260.65
6556	789 - GNCC	PO 61902 80th Anniversary - 4 tickets	168.00	168.00
6557	1608 - GOLD TYPE BUSINESS MACHINES	PO 61810 AVL RENEWAL	960.00	960.00
6558	4558 - GOVERNMENT FORMS & SUPPLIES	PO 61639 Dog / Cat Tags for 2023 cust #667642	330.60	330.60
6559	2313 - GRAVITY DESIGN WORKS, INC.	PO 61927 Signage for Townhall Building/Security M	454.00	454.00
6560	3804 - HAYDEE BALLESTER	PO 60681 B: COURT TRANSLATION	140.00	140.00
6561	230 - HAYER'S MARKET INC.	PO 61821 7/18/22 - Meeting with Redeveloper - 9 p	42.13	
		PO 61821 7/18/22 - Meeting with Redeveloper - 9 p	42.13	
		PO 61881 7/29/22 - Employee BBQ	93.79	
		PO 61881 7/29/22 - Employee BBQ	93.79	271.84
6562	4337 - HFE SERVICES LLC	PO 60678 B: COMPUTER TECHNOLOGY (not to exceed \$2	132.00	
		PO 60678 B: COMPUTER TECHNOLOGY (not to exceed \$2	619.00	751.00
6563	3876 - HOLLAND COMPANY, INC.	PO 60875 B: EPIC 2400 (\$85,800 @ \$3.30 PER GAL)	6,649.50	6,649.50
6564	1712 - HOLZHAUER & HOLENSTEIN, LLC	PO 61873 APPRAISAL FOR TAX APPEALS	14,600.00	14,600.00
6565	1866 - HOME DEPOT, INC.	PO 61923 FIRE DEPT SUPP'S	187.56	187.56
6566	1866 - HOME DEPOT, INC.	PO 61947 July/Aug - Spl's 2022	728.26	
		PO 61947 July/Aug - Spl's 2022	502.13	1,230.39
6567	4523 - I-CORE SYSTEMS, INC.	PO 61756 Defensive Driving Training	222.40	222.40
6568	4483 - ICC	PO 61831 2021 INTERNATIONAL PROPERTY MAINT CODES	126.50	126.50
6569	4196 - IDEMIA IDENTITY & SECURITY	PO 61829 LIVESCAN SUPPORT 7/22 -7/23	3,508.64	3,508.64
6570	4222 - INSTANTCARD	PO 61825 PD ID BADGES	100.00	100.00
6571	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 60815 B: PLANNER CONSULTANT SERVICES (not to	130.00	
		PO 61852 June professional services	130.00	
		PO 61855 June professional services	1,275.00	
		PO 61857 June professional services	617.50	
		PO 61865 NEWTON 213 LLC NOVEMBER 2021	640.00	
		PO 61885 June professional services	512.50	
		PO 61950 July professional services	1,170.00	4,475.00
6572	4574 - J.J. RICH DEMOLITION	PO 61727 BARN DEMO 4A BARRETT ROAD	16,000.00	16,000.00
6573	113 - JCP&L	PO 61823 ELECTRIC TOWN BLDGS -JUNE	2,884.70	
		PO 61824 STREET LIGHTING -JUNE	6,401.07	
		PO 61826 W/S ELECTRIC -JUNE	3,279.59	
		PO 61898 ELECTRIC -JULY	266.76	12,832.12
6574	3772 - JK HVAC SERVICE, LLC.	PO 61017 HVAC/Heat Rprs Townhall-PD	276.00	276.00
6575	2618 - JMC ENVIRONMENTAL CONSULTANTS, INC.	PO 61900 UST CONSULTANT -JUNE	1,287.80	1,287.80
6576	4583 - JOE'S PLUMBING & HEATING	PO 61841 Pool Hot Heater - Rplmt	14,500.00	14,500.00
6577	3644 - JOHNNY ON THE SPOT, LLC.	PO 61027 Park Porta John Rental Feb to Dec 2022	541.25	541.25
6578	4211 - JOSEPH D CALABRESE	PO 60695 B: LOGISTICS FOR SPECIAL EVENTS	87.50	
		PO 60695 B: LOGISTICS FOR SPECIAL EVENTS	87.50	175.00
6579	3778 - JP MONZO MUNIC CONSULTING, LLC	PO 61754 Webinar, Aug 24 Internal Controls, M.Mie	50.00	50.00
6580	2569 - KIEFFER ELECTRIC, INC.	PO 61890 Misc Lighting and Electrical Rprs	997.58	
		PO 61890 Misc Lighting and Electrical Rprs	4,396.54	5,394.12
6581	3711 - KKPR MARKETING & PUBLIC RELATIONS,	PO 61020 B: PUBLIC RELATIONS & SPECIAL EVENTS MAR	733.70	
		PO 61020 B: PUBLIC RELATIONS & SPECIAL EVENTS MAR	733.71	1,467.41
6582	2532 - LADDEY, CLARK & RYAN, LLP	PO 60669 B: PROSECUTOR (\$31,000/12=\$2583.33) (GRE	2,875.00	2,875.00
6583	4227 - LAW OFFICE OF DANIEL P. AGATINO, LLC.	PO 60670 B: PUBLIC DEFENDER (\$13,500/12=\$1,125) (1,333.33	1,333.33
6584	4556 - LOGAN, ERIN	PO 61543 Creation of video ads for upcoming event	500.00	500.00
6585	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 60863 B: SODA ASH/ Liquid Sodium Carbonate (\$6	1,474.00	
		PO 60866 B: SULFUR DIOXIDE (\$15,549 @ \$1.42 PER L	639.00	
		PO 60867 B: LIQUID SODIUM HYPOCHLORITE/CHLORINE (973.50	
		PO 60868 B: LIQUID CHLORINE/GAS (\$9,636 @ \$0.88 P	924.00	4,010.50
6586	3576 - MARIN CONSULTING ASSOCIATES	PO 60736 PERFORMANCE/ACCOUNTABILITY COURSE	250.00	250.00
6587	1022 - MCCULLOUGH TREE EXPERTS LLC	PO 61893 TREE REMOVAL Morris Lake/WTP	1,450.00	1,450.00
6588	1141 - MCGUIRE, INC.	PO 61891 TRUCK #1 / Truck#A SERVICE/FUELSERV CUS	758.91	758.91

List of Bills - CLEARING/CLAIMS

Meeting Date: 08/15/2022 For bills from 07/19/2022 to 08/12/2022

Check#	Vendor	Description	Payment	Check Total
6589	62 - MGL FORMS - SYSTEMS, LLC.	PO 61667 ONE QUARTER WATER/SEWER BILLS & ONE YEAR	967.50	967.50
6590	4381 - MID-AMERICAN ELEVATOR CO., INC.	PO 60786 B: ELEVATOR MAINT (TH & POLICE) Jan - De	490.00	490.00
6591	409 - MINISINK PRESS INC	PO 61811 RECYCLING NEWSLETTERS	415.00	415.00
6592	327 - MITCHELL AGENCY, INC.	PO 61951 FIRE DEPT ACCIDENT INS (9/22-9/23) #VFP-	1,594.00	1,594.00
6593	1613 - MITCHELL HUMPHREY INC.	PO 61816 MAINT FEE - MH SOFTWARE SOLUTIONS 9/1/22	2,590.00	2,590.00
6594	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 61892 Misc Spls	903.53	
		PO 61892 Misc Spls	115.37	1,018.90
6595	3926 - MOTOROLA SOLUTIONS	PO 60614 PD RADIOS	60.00	
		PO 60615 PD RADIOS	60.00	120.00
6596	2567 - MUNICIPAL RECORD SERVICE	PO 61904 Updated Bail Recognizance Forms & Case J	827.00	827.00
6597	4572 - NATIONAL ASSOCIATION OF TOWN WATCH	PO 61721 NATIONAL NIGHT OUT MERCHANDISE	411.90	411.90
6598	1638 - NEW JERSEY WATER ASSOCIATION	PO 61888 2022 NJWA Annual Conference October 19-2	295.00	295.00
6599	170 - NEWTON BOARD OF EDUCATION	PO 61655 SCHOOL TAX (JULY-DEC) 2022 -	1,110,506.41	1,110,506.41
6600	700 - NEWTON PATROLMANS ASSOCIATION	PO 61934 PBA DUES - JULY 2022	900.00	900.00
6601	1745 - NEWTON SUPERIOR OFFICERS	PO 61935 SOA DUES - JULY 2022	420.00	420.00
6602	4519 - NEXGEN POWER EQUIPMENT INC.	PO 60951 B. RECYLC MAINT RENEW 2/2022-12/2022	190.00	
		PO 61889 PH Balancer/Al Sulfate	303.00	493.00
6603	2835 - NJMEBF	PO 61917 MEDICAL/DENTAL - JULY	34,625.00	
		PO 61917 MEDICAL/DENTAL - JULY	132,108.24	
		PO 61917 MEDICAL/DENTAL - JULY	24,551.76	191,285.00
6604	2882 - ONE CALL CONCEPTS, INC.	PO 60737 B: ONE CALL MESSAGES	108.31	108.31
6605	4383 - OPTIMUM	PO 60655 B: DIGITAL CONVERTERS & DTA'S	115.65	115.65
6606	2137 - PAINT SPOT	PO 61877 TRAFFIC PAINT/Crosswalk	2,213.82	2,213.82
6607	2216 - PALL CORPORATION	PO 60036 2021/2022 SVC CONTRACT WTP (NOT TO EXCEE	4,480.00	
		PO 61944 Rpr Racks - #2/ Morris Lake/ Emergency R	4,640.00	9,120.00
6608	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 60712 B: SLUDGE DISPOSAL A/C #12701 (5yr agr	7,938.00	7,938.00
6609	64 - PELLOW, HAROLD & ASSO, INC.	PO 60800 B: WATER ENGINEER (not to exceed \$30,000	300.00	
		PO 60800 B: WATER ENGINEER (not to exceed \$30,000	3,311.25	
		PO 61832 ENGINEERING -MAY	2,035.85	
		PO 61832 ENGINEERING -MAY	2,778.86	8,425.96
6610	64 - PELLOW, HAROLD & ASSO, INC.	PO 61832 ENGINEERING -MAY	446.25	
		PO 61846 May professional services	135.00	
		PO 61847 QUANTUM REALM,PUNC EQ May professional s	1,080.00	
		PO 61858 June professional services	101.25	
		PO 61859 June professional services	122.88	
		PO 61861 February 2022 Professional services	438.75	
		PO 61862 March 2022 Professional services	202.50	
		PO 61864 SCCC -AUG 21'/PLANNING BOARD -SEPT 21	450.50	2,977.13
6611	64 - PELLOW, HAROLD & ASSO, INC.	PO 61884 TRINITY PT PROPERTIES May professional s	67.50	67.50
6612	2788 - PENTELEDATA	PO 60696 B: INTERNET ACCT #1871584	159.95	
		PO 60696 B: INTERNET ACCT #1871584	159.95	319.90
6613	4204 - PLANET NETWORKS INC.	PO 60679 B: INTERNET TH	159.95	
		PO 60680 B: INTERNET/WEB HOSTING/FIREWALL POLICE	1,359.72	
		PO 60819 B: INTERNET Water/Sewer Buildings 2022	1,219.80	
		PO 60821 B: INTERNET est.\$339.90 x 12 =\$4077.90 I	439.90	3,179.37
6614	2212 - PROCESS TECH SALES AND SERVICE	PO 61842 Rosemount Chlorine Sensor/ Calibration	2,564.71	2,564.71
6615	4273 - QUADIANT INC.	PO 60791 B: POSTAGE MACH LEASE CUST #89936	486.00	486.00
6616	39 - QUILL CORPORATION	PO 61867 2nd Floor Copier Paper	135.71	135.71
6617	39 - QUILL CORPORATION	PO 61879 PAPER ACCT #6182634	68.99	68.99
6618	4034 - R & J CONTROL INC.	PO 60900 B: QTRLY MAIN STP/ WTP/ DPW/ FH GENERATO	1,158.75	
		PO 60900 B: QTRLY MAIN STP/ WTP/ DPW/ FH GENERATO	991.25	
		PO 61671 Generator/Battery cust #8383	284.42	2,434.42
6619	251 - R.S. PHILLIPS STEEL LLC	PO 61805 METAL FOR TARGET STANDS	246.20	246.20
6620	2478 - RACHEL/MICHELE'S OIL COMPANY, INC.	PO 60691 B: GAS ACCT #40382	7,499.79	7,499.79
6621	3679 - REISINGER OXYGEN SERVICE, INC.	PO 60781 B: OXYGEN A/C #05587	77.22	77.22
6622	4425 - Reliance Standard Life Insurance Co	PO 61878 FIRE ACC/LIFE INS - May, June, July - 20	605.65	
		PO 61882 FIRE ACC/LIFE INS - Aug- 2022	201.33	806.98
6623	2644 - RICCIARDI BROTHERS, INC.	PO 61876 ATHLETIC FIELD PAINT CUST #9456	700.00	700.00
6624	4199 - RUTGERS LIFELONG LEARNING CENTER	PO 61845 Clerk's Class - Review - K. Alcock - Dep	326.50	
		PO 61845 Clerk's Class - Review - K. Alcock - Dep	326.50	653.00
6625	4400 - RUTGERS,OFFICE OF CONTINUING ED	PO 61833 NJ Certified Recycling Coordinator Cours	1,956.00	1,956.00
6626	1261 - S/NJ EMPLOYER ACCOUNTS	PO 61916 Unemployment Payments; 4th Qtr 2021, 1st	11,714.14	11,714.14

List of Bills - CLEARING/CLAIMS

Meeting Date: 08/15/2022 For bills from 07/19/2022 to 08/12/2022

Check#	Vendor	Description	Payment	Check Total
6627	1755 - S/NJ TOXICOLOGY LABORATORY	PO 61863 PD APPLICANT TESTING	45.00	45.00
6628	4543 - SASSE GLASS LLC	PO 61673 Rpr #2 Firehouse Door	360.00	360.00
6629	126 - SCMUA	PO 60701 B: TRASH REMOVAL BRUSH/STREET SWEEPING	1,245.94	
		PO 60701 B: TRASH REMOVAL BRUSH/STREET SWEEPING	230.00	1,475.94
6630	2301 - SCREEN CREATION PLUS	PO 61812 22/23 Alliance - Student Programs	800.00	
		PO 61897 T-SHIRTS DPW/WS	1,047.50	1,847.50
6631	611 - SEBRING AUTO PARTS, INC.	PO 60803 B: Auto Spls/Rprs	661.48	
		PO 61929 DPW & Senior Shuttle Auto Supplies	119.89	781.37
6632	4165 - SF MOBILE-VISION, INC.	PO 61376 BODY WORN CAMERAS (Quote #20175-2) R #1	52,580.40	
		PO 61376 BODY WORN CAMERAS (Quote #20175-2) R #1	6,500.60	
		PO 61723 MAG MOUNT	100.00	59,181.00
6633	643 - SHERWIN-WILLIAMS, INC.	PO 61872 Hydrant Maint./TownWide	63.99	
		PO 61912 TRAFFIC PAINT Paint Tips	638.92	702.91
6634	3134 - SHOP RITE, INC.	PO 61844 Supplies for Employee BBQ	39.33	
		PO 61844 Supplies for Employee BBQ	39.32	
		PO 61906 National Night Out - 2022 - Water Bottle	42.45	
		PO 61906 National Night Out - 2022 - Water Bottle	42.45	163.55
6635	3993 - SLOAN, JAMES P.	PO 60667 B: 2022 JUDGE (\$37,886.00/12=\$3,157.17)	3,573.83	3,573.83
6636	1489 - SMALLEY, JOHN H	PO 60659 B: 2022 SVC'S WTP (17,250/12=\$1,437.50/	1,437.50	1,437.50
6637	4024 - SPECTROTEL	PO 60684 B: LOCAL/LONG DISTANCE PHONE (ACCT #3768	605.75	605.75
6638	2257 - STAPLES	PO 60782 B: OFFICE SUPPLIES	21.48	21.48
6639	2257 - STAPLES	PO 61769 HR Filing Supplies - Binders, Folders, E	430.56	430.56
6640	2257 - STAPLES	PO 61806 HR Filing Supplies - 5" Binders	59.28	59.28
6641	43 - STAPLES CREDIT PLAN, INC.	PO 61866 ALCOTEST SHIPPING	31.45	
		PO 61913 Office Supplies	367.37	
		PO 61913 Office Supplies	367.36	
		PO 61920 POOL TONER	48.99	815.17
6642	756 - SUI ACCOUNT	PO 61921 PAYROLL MOVE ADP 2ND QTR SUI OVER	2,562.45	2,562.45
6643	3442 - SUNLIGHT GENERAL	PO 60915 B: ELECTRIC DPW/STP	1,206.07	
		PO 60915 B: ELECTRIC DPW/STP	678.90	1,884.97
6644	102 - SUSSEX CAR WASH INC	PO 60770 B: POLICE CAR WASHES	216.00	216.00
6645	572 - SUSSEX COUNTY CLERK	PO 61803 Primary Election Costs - June 2022	1,628.71	1,628.71
6646	1453 - SUSSEX COUNTY LOCK & SAFE,	PO 61850 Replacement Keys	205.08	205.08
6647	2113 - SUSSEX COUNTY MAILING SERVICE	PO 61813 RECYCLING LETTERS MAILED Fall 2022	1,150.29	1,150.29
6648	130 - SUSSEX COUNTY P & E, INC.	PO 61054 B: PLUMBING SUPPLIES	273.26	
		PO 61054 B: PLUMBING SUPPLIES	163.09	436.35
6649	3897 - SYNCHRONY BANK	PO 61204 B: PD/DISPATCH SUPPLIES	138.64	
		PO 61622 Pool Staff Uniforms	380.98	
		PO 61652 Election Supplies - Surge Protectors and	172.98	
		PO 61736 Wristbands	49.99	
		PO 61903 Misc. Supplies - 2nd floor	57.13	
		PO 61903 Misc. Supplies - 2nd floor	57.13	856.85
6650	371 - T.A. MOUNTFORD COMPANY, INC.	PO 61336 NPD COPIER OMNIA PARTNERS CONTRACT	5,303.01	5,303.01
6651	2479 - TAYLOR OIL CO., INC.	PO 60682 B: DIESEL ACCT #01-0062714	2,326.32	2,326.32
6652	4278 - TEXAS LIFE INSURANCE COMPANY	PO 61942 July 2022 - Life Insurance	35.45	35.45
6653	3851 - THE CANNING GROUP, LLC.	PO 60658 B: QPA PURCHASING 2022 (\$6,500/12=\$541.	541.67	541.67
6654	676 - THE EQUITABLE	PO 61953 Equitable - Def Comp - July 21 & Aug 4,	32,190.00	32,190.00
6655	217 - TIMMERMAN COMPANY, INC.	PO 61954 SWEEPERS PARTS	530.52	530.52
6656	2675 - TIRE KING, INC.	PO 61896 Tire Patch/Rprs	260.00	260.00
6657	2880 - TRACTOR SUPPLY	PO 61894 Landscaping Control/ cust #603530120314	185.98	185.98
6658	691 - TRANS WORLD ASSURANCE CO.	PO 61937 TWA - Voluntary Life - JULY 2022	400.00	400.00
6659	1151 - TREASURER, STATE OF NEW JERSEY	PO 61836 2021 WATER ALLOCATION PERMIT PROG #5225/	105.58	105.58
6660	1151 - TREASURER, STATE OF NEW JERSEY	PO 61908 SAFE DRINKING WATER (7/1/22-6/30/23)	720.00	720.00
6661	219 - TRI-STATE RENTALS, INC.	PO 61895 Escavator Parts CUST #206	13.05	13.05
6662	3249 - TRI-STATE RENTALS/PARTY WORLD INC	PO 61722 2 BOUNCE HOUSE/POPCORN/DUNKTANK FOR NATI	581.50	
		PO 61722 2 BOUNCE HOUSE/POPCORN/DUNKTANK FOR NATI	100.00	681.50
6663	2781 - TRIMBOLI & PRUSINOWSKI, LLC.	PO 60699 B: LABOR RELATIONS ATTORNEY (\$50,000)	187.00	187.00
6664	521 - TRUST ACCOUNT, TOWN OF NEWTON	PO 61880 Move Budgeted Accumulated Absence \$ to T	1,000.00	1,000.00
6665	4305 - UGI ENERGY SERVICES LLC	PO 60693 B: NATURAL GAS	176.71	
		PO 60693 B: NATURAL GAS	257.04	433.75
6666	4130 - UNITED FIRE PROTECTION CORP.	PO 61926 Cellular Central Station/FIRE ALARM SYST	600.00	
		PO 61945 Repairs to WTP due to Alarm Panel Malfun	4,849.50	5,449.50

List of Bills - CLEARING/CLAIMS

Meeting Date: 08/15/2022 For bills from 07/19/2022 to 08/12/2022

Check#	Vendor	Description	Payment	Check Total
6667	4152 - UNITED SITE SERVICES, INC	PO 60713 B: SLUDGE REMOVAL A/C #74732 (\$122,	11,832.10	11,832.10
6668	1257 - UNUM LIFE/DISABILITY INSUR	PO 61938 UNUM - Voluntary - LTD - JULY 2022	676.14	676.14
6669	2716 - UPSEU LOCAL 424J	PO 61933 DFW - Monthly Dues - JULY 2022	588.00	588.00
6670	1158 - VISION SERVICE PLAN	PO 61939 VISION - July 2022	1,183.40	1,183.40
6671	2635 - W.B. MASON, INC.	PO 61814 7-18-22 - Box of paper - letter size cu	19.75	
		PO 61814 7-18-22 - Box of paper - letter size cu	19.75	39.50
6672	1500 - WALMART	PO 61815 POOL SUPPLIES	49.38	
		PO 61837 POOL CONCESSION FOOD -7/22	158.12	
		PO 61909 National Night Out - 2022 - Supplies	33.47	
		PO 61909 National Night Out - 2022 - Supplies	33.47	274.44
6673	3549 - WAYNE T. MCCABE	PO 61767 Town Historian Payment - 1st and 2nd Qua	750.00	750.00
6674	1144 - WEINER LESNIAK	PO 61853 June professional services	504.00	
		PO 61854 June professional services	189.00	
		PO 61856 June professional services	54.00	
		PO 61948 July professional services	648.00	
		PO 61949 July professional services	54.00	1,449.00
6675	4261 - WIELKROTZ & COMPANY, LLC.	PO 58643 B: MUNICIPAL AUDITOR not to exceed \$29,6	7,400.00	
		PO 58649 B: MUNICIPAL AUDITOR LOSAP	1,500.00	8,900.00
6676	1656 - WILDFLOWERS WITH TAMI	PO 61905 July 2022 - Dish garden - sympathy	100.00	100.00
6677	3726 - WITMER PUBLIC SAFTEY GROUP, iINC.	PO 61055 GLOCK/HOLSTER NPD 11833	280.77	280.77
6678	1404 - WOLANSKI, MICHAEL	PO 61914 REFRESHMENT REIMBURSEMENT	32.28	32.28
TOTAL				1,843,576.09

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
101235	TAX OVERPAYMENTS			1,715.94	
101265	DUE NEWTON BOE - SCHOOL TAX PAYABLE			1,110,506.41	
101299	Due to Clearing			0.00	1,419,356.82
104490	TOTAL MISC REVENUE NOT ANTICIPATED			8,511.33	
1050200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	4,375.16			
1051200	TOWN CLERK'S OFFICE - OTHER EXPENSES	1,191.65			
1051500	ELECTIONS - OTHER EXPENSES	2,178.11			
1052200	TOWN COUNCIL - OTHER EXPENSES	275.12			
1053200	HUMAN RESOURCE - OTHER EXPENSES	557.69			
1054200	FINANCE ADMINISTRATION - OTHER EXPENSES	629.50			
1054300A	(2021) FINANCE ADMINISTRATION - AUDIT SERVICES		1,500.00		
1055200	ASSESSMENT OF TAXES - OTHER EXPENSES	14,600.00			
1058200	LEGAL SERVICES - OTHER EXPENSES	3,895.33			
1059200	MUNICIPAL COURT - OTHER EXPENSES	967.00			
1060200	ENGINEERING - OTHER EXPENSES	1,428.35			
1061200	BUILDINGS & GROUNDS - OTHER EXPENSES	21,437.70			
1062200	PLANNING BOARD - OTHER EXPENSES	1,898.99			
1062200A	(2021) PLANNING BOARD - OTHER EXPENSES		450.50		
1063100	HISTORIC -S&W	750.00			
1066200	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	133,461.74			
1069200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	2,400.98			
1070200	FIRE DEPARTMENT - OTHER EXPENSES	187.56			
1074200	POLICE DEPARTMENT - OTHER EXPENSES	5,905.75			
1074200A	(2021) POLICE DEPARTMENT - OTHER EXPENSES		160.00		
1074300	COMMUNICATIONS CENTER - OTHER EXPENSES	1,381.20			
1077200	INSPECTION OF BUILDINGS - OTHER EXPENSES	49.00			
1077500	CODE ENFORCEMENT - OTHER EXPENSES	1,077.50			
1078200A	(2021) EMERGENCY MANAGEMENT - OTHER EXPENSES		1,997.00		
1080200	ROAD REPAIR & MAINT - OTHER EXPENSES	12,468.33			
1082200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	270.00			
1083200	RECYCLING/SANITATION - OTHER EXPENSES	1,523.70			
1083300	VEHICLE MAINTENANCE - OTHER EXPENSES	20,777.70			
1085200	OCCUPATIONAL HEALTH - OTHER EXPENSES	681.00			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
1087200	RECREATION - OTHER EXPENSES	114.00			
1089200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	34,047.58			
1089200A	(2021) UTILITY EXP/BULK PURCH - OTHER EXPENSES		125.85		
1090200	SWIMMING POOL - OTHER EXPENSES	5,448.47			
1091200	PARKS & PLAYGROUNDS - OTHER EXPENSES	2,834.62			
1094400	UNCLASSIFIED - S&W - ACCUMULATED ABSENCE	1,000.00			
1094550	RECYCLING TAX (PL2007 0.311)O/S CAP	26.64			
1094798	INTERLOCAL - GREEN TWP COURT	4,073.83			
1095200	CAPITAL IMPROVEMENTS - OTHER EXPENSES	12,475.59			
TOTALS FOR	CURRENT FUND	294,309.79	4,233.35	1,120,733.68	1,419,356.82
111200	APPROPRIATED RESERVES FOR GRANTS			76,682.04	
111299	Due to Clearing			0.00	76,682.04
TOTALS FOR	FEDERAL/STATE GRANTS	0.00	0.00	76,682.04	76,682.04
211200	RESERVE FOR ANIMAL CONTROL			330.60	
211299	DUE TO CLEARING			0.00	330.60
TOTALS FOR	DOG RESERVE	0.00	0.00	330.60	330.60
301299	Due to Clearing			0.00	111,273.90
3091807	ORD 2018-7 VAR-2Veh/StSign/Rd-Chroh \$220	2,689.38			
3091815	ORD 2018-15 Acq Road Eq \$15T fully fund	172.06			
3092101	ORD 2021-7 VARIOUS IMP	88,846.41			
3092203	ORD 2022-14 VAR CAP IMP.	18,981.75			
3092204	ORD 2022-16 DOG PARK-UNF	584.30			
TOTALS FOR	CAPITAL	111,273.90	0.00	0.00	111,273.90
601299	DUE TO CLEARING			0.00	147,951.10
6051200	W&S OPERATING - TOTAL OTHER EXPENSES	118,763.32			
6051200A	(2021) W&S OPERATING - TOTAL OTHER EXPENSES		11,880.00		
6089293	W&S CAP IMPROVE - CAPITAL OUTLAY	17,307.78			
TOTALS FOR	WATER/SEWER UTILITY	136,071.10	11,880.00	0.00	147,951.10
611299	DUE TO CLEARING			0.00	496.95
6192203	ORD 2022-12 WS IMP. FULLY FUNDED	446.25			
6192204	ORD 2022-15 WS IMP. UNF	50.70			
TOTALS FOR	WATER/SEWER CAPITAL	496.95	0.00	0.00	496.95
711208	RES RECREATION (ALL)			158.12	
711210	RESERVE FOR RECYCLING			1,565.29	
711219	RESERVE FOR POLICE DONATIONS *			411.90	
711299	DUE TO CLEARING			0.00	6,543.56
711440	ENGINEER REVIEW FEES			4,408.25	
TOTALS FOR	TRUST	0.00	0.00	6,543.56	6,543.56
721299	DUE TO CLEARING			0.00	3,533.63
721365	QUANTUM REALM,PUNC EQ (12/20)			2,758.63	
721371	NEWTON 213 LLC - SHOP RITE			775.00	
TOTALS FOR	DEVELOPERS ESCROW (Fund 72)	0.00	0.00	3,533.63	3,533.63
731255	RESERVE FOR EXPENDITURES - UNEMPLOYMENT			11,714.14	
731299	DUE TO CLEARING			0.00	11,714.14
TOTALS FOR	SUI (Fund 73)	0.00	0.00	11,714.14	11,714.14

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
811241	UNION DUES - PBA			1,320.00	
811242	UNION DUES - IUE #911			588.00	
811243	UNION DUES - CWA #1032			247.87	
811261	DEFERRED COMP - EQUITABLE			32,190.00	
811272	TWA SAVINGS PLAN			400.00	
811275	AFA LTD			303.72	
811276	AFA Mod FSA			237.50	
811278	AFA Life Ins.			258.50	
811279	AFA Texas Life			35.45	
811280	AFA - DEPENDENT CARE FSA			416.56	
811282	UNUM DISABILITY INS.			676.14	
811284	HEALTH INS. EMPLOYEE			24,551.76	
811287	AFLAC DISABILITY Post Tax			1,025.42	
811288	AFLAC ACCIDENT Pre Tax			514.86	
811289	AFLAC HOSPITAL Pre Tax			231.72	
811290	AFLAC CANCER Pre Tax			133.30	
811299	Due to Clearing			0.00	65,693.35
811402	DUE TO/FROM SUI TRUST ACCT			2,562.45	

TOTALS FOR	PAYROLL	0.00	0.00	65,693.35	65,693.35
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Total to be paid from Fund 10 CURRENT FUND	1,419,356.82
Total to be paid from Fund 11 FEDERAL/STATE GRANTS	76,682.04
Total to be paid from Fund 21 DOG RESERVE	330.60
Total to be paid from Fund 30 CAPITAL	111,273.90
Total to be paid from Fund 60 WATER/SEWER UTILITY	147,951.10
Total to be paid from Fund 61 WATER/SEWER CAPITAL	496.95
Total to be paid from Fund 71 TRUST	6,543.56
Total to be paid from Fund 72 DEVELOPERS ESCROW (Fund 72)	3,533.63
Total to be paid from Fund 73 SUI (Fund 73)	11,714.14
Total to be paid from Fund 81 PAYROLL	65,693.35

	1,843,576.09

Checks Previously Disbursed

5172	J. CALDWELL & ASSOCIATES, LLC.		stale dated	-640.00	7/28/2022	*MANUAL V
6508	ORLANDO GUEVARA	PO# 61956	CONCERT TENT REPAIR (EMERGENCY REP	750.00	8/11/2022	
17992	THE FARMER'S DAUGHTER	PO# 61817	7/20 LUNCHEON	60.21	7/27/2022	
42741	DILSHODA AL-ABUD		REFUND PARTIAL CCO 56188	100.00	7/22/2022	
42742	THE FARMER'S DAUGHTER	PO# 61817	7/20 LUNCHEON	60.22	7/27/2022	
221061	JP MORGAN CHASE BANK		Interest due on 2021 BAN	24,770.99	7/20/2022	
221062	PAYROLL ACCOUNT		7/21 CURRENT PAY	232,022.43	7/21/2022	
221063	FEDERAL & STATE GRANT		S/NJ BODY CAMERA'S MOVE TO GRANT	52,580.40	7/28/2022	
221064	PAYROLL ACCOUNT		8/4 CURRENT PAY	261,783.67	8/03/2022	
221126	CAPITAL ACCOUNT		S/NJ ARP 22' MOVED TO CAPITAL	419,668.57	7/20/2022	
221127	PAYROLL ACCOUNT		7/21 GRANT PAY	908.86	7/21/2022	
221128	PAYROLL ACCOUNT		8/4 GRANT PAY	908.86	8/03/2022	
223011	JP MORGAN CHASE BANK		Payoff of 2021 BAN	2,484,000.00	7/20/2022	
226032	PAYROLL ACCOUNT		7/21 W/S PAY	50,594.64	7/21/2022	
226033	PAYROLL ACCOUNT		8/4 W/S PAY	52,924.15	8/03/2022	
227125	PAYROLL ACCOUNT		7/21 TRUST PAY	9,027.00	7/21/2022	
227126	CURRENT ACCOUNT	PO# 61887	\$ for payouts King & Tosti	55,600.00	8/03/2022	
227127	PAYROLL ACCOUNT		8/4 TRUST PAYROLL	6,549.00	8/03/2022	

				3,652,309.00		
				-640.00		*VOIDED

				3,651,669.00		

Totals by fund Previous Checks/Voids Current Payments Total

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Fund 10	CURRENT FUND	572,067.71	1,419,356.82	1,991,424.53	
Fund 11	FEDERAL/STATE GRANTS	421,486.29	76,682.04	498,168.33	
Fund 21	DOG RESERVE		330.60	330.60	
Fund 30	CAPITAL	2,484,000.00	111,273.90	2,595,273.90	
Fund 60	WATER/SEWER UTILITY	103,579.00	147,951.10	251,530.10	
Fund 61	WATER/SEWER CAPITAL		496.95	496.95	
Fund 71	TRUST	71,176.00	6,543.56	77,719.56	
Fund 72	DEVELOPERS ESCROW (Fund 72)	-640.00	3,533.63	2,893.63	
Fund 73	SUI (Fund 73)		11,714.14	11,714.14	
Fund 81	PAYROLL		65,693.35	65,693.35	
BILLS LIST TOTALS		3,651,669.00	1,843,576.09	5,495,245.09	=====