

VIII. ORDINANCES

- a. *2nd Reading and Public Hearing
Ordinance 2023-26**

An Ordinance Providing Funding for Recreational Park Improvements for the Town of Newton and Appropriating \$25,759.97 For Such Purpose

**carried to November 27, 2023 meeting*

*Ordinance 2023-27**

An Ordinance Providing Funding for Various Water/Sewer Improvements for the Town of Newton and Appropriating \$247,300 for Such Purpose

**carried to November 27, 2023 meeting*

- b. Introduction
Ordinance 2023-28

An Ordinance to Amend, Revise, and Supplement Chapters 49, 100, and 213 of the Town Code of the Town of Newton, Entitled "Alcoholic Beverages", "Fees and Costs", and "Property Maintenance"; Most Notably Section 49-15 "Licenses"; Section 100-12 "Alcoholic Beverage Control"; Section 100-13 "Animals"; Section 100-24 "Miscellaneous Fees and Charges"; and Section 213-3 "Violations and Penalties"; and Other Related Town Code Provisions

Ordinance 2023-29

An Ordinance to Establish Minimum and Maximum Salaries and Wages for Officers and Employees of the Town of Newton for Calendar Year 2024

Ordinance 2023-30

An Ordinance to Amend, Revise, and Supplement the Town Code of the Town of Newton, Most Notably Chapter 100, Entitled "Fees and Costs", Section 100-15, Entitled "Vehicles and Traffic" and Chapter 307, Entitled "Vehicles and Traffic", Section 307-27, Entitled "General Parking"

Ordinance 2023-31

An Ordinance to Amend, Revise, and Supplement the Town Code of the Town of Newton, Most Notably Chapter 213, Entitled "Property Maintenance", Section 213-28, Entitled "Annual Registration of Businesses and Residential Rental Units"

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 #243-2023*

Approval of the Execution of a Shared Services Agreement with Montague Township to Provide Certified Tax Collection Services for the period of January 1, 2024 through December 31, 2026

- b. Resolution #244-2023*

A Resolution of the Town of Newton Supporting RevolutionNJ

- c. Resolution #245-2023* Consideration for Waiver of Health Benefits by Employees
- d. Resolution #246-2023* Amend Resolution #35-2023 Required Disclosure Contract for J. Caldwell & Associates, LLC as Planner for the Town of Newton for Calendar Year 2023
- e. Resolution #247-2023* North Jersey Municipal Employee Benefits Fund Resolution to Renew for the Town of Newton
- f. Resolution #248-2023* Authorizing Disbursement of \$25,000 from the Affordable Housing Trust Fund to Katie's House, Inc. to Purchase a Residence Located at 18 Donald Avenue for Use as a Group Home
- g. Resolution #249-2023* To Cancel the Balance of the Trust Reserve for Disposal of Forfeited Property to the Current Fund in the amount of \$243.63
- h. Resolution #250-2023* Authorize Entering into an Interlocal Shared Services Agreement with the Township of Hardyston for Construction Code Administration and Enforcement Services
- i. Resolution #251-2023* Authorize the Execution of an Agreement Between the Town of Newton and the Newton Parking Authority
- j. Resolution #252-2023* Resolution in Support of the Issuance of a Class 5 Cannabis Retailer License to Curiosity Cannabis, LLC
- k. Resolution #253-2023* Approval of the Execution of a Shared Services Agreement with Frankford Township to Provide Animal Control Services through December 31, 2024
- l. Resolution #254-2023* Approval of the Execution of a Shared Services Agreement with Sussex Borough to Provide Animal Control Services through December 31, 2024
- m. Resolution #255-2023* Approval of the Execution of a Shared Services Agreement with Hardwick Township to Provide Animal Control Services through January 31, 2024
- n. Resolution #256-2023* Refund of Redemption Monies to Outside Lien Holder for Block 9.03, Lot 2, also known as 67 Water Street
- o. Resolution #257-2023* Approve 2023 Appropriation Transfers
- p. Resolution #258-2023* Approve Bills and Vouchers

X. DISCUSSION

- a. Best Practices/Parking Authority – Monica Miebach, CFO

XI. OPEN TO THE PUBLIC (3 minutes each)

XII. COUNCIL & MANAGER COMMENTS

XIII. EXECUTIVE SESSION

a. Resolution #259-2023

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

- i. Attorney-Client Privilege – Redeveloper to Discuss Hicks and Paterson Avenue Redevelopment Areas

XIV. ADJOURNMENT

Office of the Mayor

Newton, New Jersey

Proclamation

Brianna Brady

Eagle Rank

WHEREAS, Brianna Brady has earned the status of Eagle Rank; and

WHEREAS, Brianna Brady completed her Eagle Project on July 6, 2023. Her Eagle Project benefitted Benny's Bodega in Newton by creating comfort bags for children who are brought into the Child Care System; and

WHEREAS, we, the Town Council of the Town of Newton, recognize the many hours Brianna devoted to attaining the Eagle Rank, working with diligence, and making sacrifices in order to achieve this highly coveted position;

NOW, THEREFORE BE IT PROCLAIMED, that we, the Mayor and Town Council of the Town of Newton do hereby recognize and extend our sincere congratulations to Brianna Brady for having achieved the status of Eagle Rank, an honor for both her and for those who have guided her, with best wishes for a bright and successful future.

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

Attest: _____

Date: _____

Office of the Mayor

Newton, New Jersey

Proclamation

Avery Frank

Eagle Rank

WHEREAS, Avery Frank has earned the status of Eagle Rank; and

WHEREAS, Avery Frank completed her Eagle Project on September 11, 2023. Her Eagle Project beneficiary was the Waterloo United Methodist Church in Byram. She completed a restoration of the front doors as well as cleaning and replanting of shrubbery and plants at the front entrance; and

WHEREAS, we, the Town Council of the Town of Newton, recognize the many hours Avery devoted to attaining the Eagle Rank, working with diligence, and making sacrifices in order to achieve this highly coveted position;

NOW, THEREFORE BE IT PROCLAIMED, that we, the Mayor and Town Council of the Town of Newton do hereby recognize and extend our sincere congratulations to Avery Frank for having achieved the status of Eagle Rank, an honor for both her and for those who have guided her, with best wishes for a bright and successful future.

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

Attest: _____

Date: _____

TOWN OF NEWTON

ORDINANCE 2023-28

AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT CHAPTERS 49, 100, AND 213 OF THE TOWN CODE OF THE TOWN OF NEWTON, ENTITLED "ALCOHOLIC BEVERAGES", "FEES AND COSTS", AND "PROPERTY MAINTENANCE"; MOST NOTABLY SECTION 49-15 "LICENSES"; SECTION 100-12 "ALCOHOLIC BEVERAGE CONTROL"; SECTION 100-13 "ANIMALS"; SECTION 100-24 "MISCELLANEOUS FEES AND CHARGES"; AND SECTION 213-3 "VIOLATIONS AND PENALTIES"; AND OTHER RELATED TOWN CODE PROVISIONS

WHEREAS, the Mayor and Town Council have reviewed various fees charged by the Town to the various persons/businesses doing business with the Town and wish to amend, revise, and supplement various provisions of Chapters 49, 100, and 213 of the Town Code of the Town of Newton, Entitled "Alcoholic Beverages", "Fees and Costs", and "Property Maintenance"; most Notably Section 49-15 "Licenses"; Section 100-12 "Alcoholic Beverage Control"; Section 100-13 "Animals"; Section 100-24 "Miscellaneous Fees and Charges"; and Section 213-3 "Violations and Penalties"; and Other Related Town Code Provisions;

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Town Code of the Town of Newton, County of Sussex, State of New Jersey, most notably Chapter 100 of the Town Code, entitled "Fees and Costs" and other related Town Code provisions, is hereby amended, revised, and supplemented as to the Sections of Chapters 49, 100, and 213 (and related Town Code provisions) set forth below as follows:

A. ~~§49-15 Licenses.~~

D. ~~License fees; maximum number.~~

(1) ~~The annual license fees for Plenary Retail Consumption, Plenary Retail Distribution, and Club Licenses shall be as set forth in § 100-12. and the maximum number of licenses for the sale or distribution of alcoholic beverages in the Town shall be as follows:~~

Class of License	No. of Licenses
Plenary retail consumption license	3
Plenary retail distribution license	1

Class of License

No. of Licenses

Club license

3

(2) ~~The provisions of this subsection with respect to the limitation on the number of licenses shall not apply to the renewal or transfer of licenses presently issued. The permit fees for Catering, Extension of Premises, and Limited Brewery Off-Premise Event permits shall be as set forth in §100-12.~~

B. §100-12 Alcoholic beverage control (Chapter 49, Article III)

D. Catering Permit [§ 49-15D(2)]: \$25 per occurrence

E. Extension of Premises [§ 49-15D(2)]: \$25 per occurrence

F. Limited Brewery Off-Premises [§ 49-15D(2)]: \$25 per occurrence

C. §100-13 Animals (Chapter 57)

A. License and registration

(2) Non-neutered dog: ~~\$20~~ 19 per dog

D. Additional fees and/or charges:

(3) Adoption fees:

~~(a) Kittens (under 12 months of age): \$125.~~

~~(b) Cats (over 12 months of age): \$150.~~

(a) Felines: \$125.

~~(c) (b) Dogs: \$300.~~

D. §100-24 Miscellaneous fees and charges

A. Swimming pool:

(3) Swim lessons:

(a) Residents: \$175 for eight thirty-minute lessons.

[1] Multi-child discount of \$25 off for each additional child.

(b) Nonresidents: \$200 for eight thirty-minute lessons.

[1] Multi-child discount of \$25 off for each additional child.

C. Miscellaneous charges

(4) Fishing permits, Morris Lake:

(a) All day: ~~\$20:~~ \$25.

(b) All day (senior citizen 62 or more years old): ~~\$15:~~ \$20.

D. Certified copies of licenses and certificates issued by the Bureau of Vital Statistics:

(4) Correction to birth certificates, marriage certificates, or death certificates ~~\$30~~ \$50.

J. Police escrow accounts (relating to Chapter **30**)

- (1) Rate of compensation shall be \$98 per hour, ~~based on the time and 1/2 rate of top step of Newton's patrolmen contract currently in effect.~~
- (2) Administrative fee: ~~\$7.50~~ \$9.00 per hour.

E. §213-3 Violations and penalties

A. ~~Daily fine. For each day a violation persists on a violating property beyond the deadline properly noticed by an enforcement officer pursuant to §213-2 above, there shall be imposed a daily fine in an amount not to exceed \$100 per day until the violation is remedied by any party. Any person or entity who shall violate any of the provisions of this chapter shall, upon conviction, be punished as follows:~~

- (1) For the first offense, by a fine not to exceed \$750 or \$150 per day.
- (2) For a second offense, by a fine not to exceed \$1,500 or \$150 per day.
- (3) For a third offense or any subsequent offenses, by a fine not to exceed what is permitted by law.
- (4) Each day that a violation occurs may be considered a multiple violation and it will not be necessary to issue subsequent summons for each violation.

B. ~~Remediation costs. The daily fine is independent of an separate from the costs of remediation borne by the Town, which shall be a lien on the violating property as set forth in §213-2 above.~~

BE IT FURTHER ORDAINED, any provision of Chapter 49, 100, or 213 and its Sections of the Newton Town Code which are not enumerated herein shall remain in their current form.

BE IT FURTHER ORDAINED, should any part or portions of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Ordinance as a whole or any part thereto other than the part held invalid. All ordinances or parts of ordinances which are inconsistent with this Ordinance shall be repealed as to their inconsistencies only.

This Ordinance shall take effect on January 1, 2024.

NOTICE

TAKE NOTICE the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, November 13, 2023. 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 Monday, November 27, 2023, 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 2023-29

AN ORDINANCE TO ESTABLISH MINIMUM AND MAXIMUM SALARIES AND WAGES FOR OFFICERS AND EMPLOYEES OF THE TOWN OF NEWTON FOR CALENDAR YEAR 2024

WHEREAS, N.J.S.A. 40A:9-165 permits a municipality to determine salaries, wages, or compensation to be paid to the officers and employees of the municipality; and

WHEREAS, the Town Council and Town Manager have made a careful examination of the salaries, wages, and compensation appropriate to compensate said Town employees and officers;

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

Section 1. The minimum and maximum hourly and annual salary ranges for each officer and employee of the Town of Newton are hereby fixed for calendar year 2024 as shown in Schedules "A" and "B" attached hereto in accordance with §25-12 of the Code of the Town of Newton.

Section 2. Any officer or employee of the Town of Newton who is at any time receiving less than the maximum compensation or salary as hereinabove provided may be given a single increment of salary increase during the calendar year by the Town Manager at his discretion.

Section 3. The Town Manager of the Town of Newton may hire any new employee at any hourly or annual rate between the minimum and maximum salary provided for such office or position.

Section 4. Those employees at wage Level 9 serving in the position of Deputy Municipal Court Administrator may be compensated with a stipend of \$55.00 in lieu of 2 hours compensatory time for each court related call-out with written certification.

Section 5. Those officers and employees at wage Level 17 shall be paid their annual salary in equal quarterly payments during the last pay period of each quarter.

Section 6. All ordinances or parts of ordinances which may be inconsistent with the terms of this Ordinance are, to the extent of such inconsistency, hereby repealed.

Section 7. If any chapter, article, division, section, subsection, paragraph, sentence, clause, or provision of the Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect all remaining portions of the Ordinance.

Section 8. This Ordinance shall take effect twenty (20) days after final passage, approval, and publication after adoption by the Town Council and shall be effective January 1, 2024.

NOTICE

TAKE NOTICE the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, November 13, 2023. 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 Monday, November 27, 2023, 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 2023-29
SCHEDULE "A"**

<u>LEVEL</u>	<u>HOURLY</u>		<u>35 HRS / WK</u>		<u>40 HRS / WK</u>		<u>IRREGULAR HOURS ANNUALIZED</u>
	<u>MIN</u>	<u>MAX</u>	<u>MIN</u>	<u>MAX</u>	<u>MIN</u>	<u>MAX</u>	
1	\$15.25	\$22.00	\$27,755	\$40,040	\$31,720	\$45,760	
2	\$15.50	\$23.00	\$28,210	\$41,860	\$32,240	\$47,840	
3	\$16.00	\$28.00	\$29,120	\$50,960	\$33,280	\$58,240	
4	\$16.50	\$33.00	\$30,030	\$60,060	\$34,320	\$68,640	
5	\$17.00	\$36.00	\$30,940	\$65,520	\$35,360	\$74,880	
6	\$17.50	\$38.00	\$31,850	\$69,160	\$36,400	\$79,040	
7	\$18.00	\$39.00	\$32,760	\$70,980	\$37,440	\$81,120	
8	\$18.50	\$45.00	\$33,670	\$81,900	\$38,480	\$93,600	
9	\$19.00	\$50.00	\$34,580	\$91,000	\$39,520	\$104,000	
10	\$20.00	\$55.00	\$36,400	\$100,100	\$41,600	\$114,400	
11			\$38,000	\$105,000	\$43,000	\$145,000	
12			\$45,000	\$110,000	\$55,000	\$160,000	
13			\$50,000	\$115,000	\$60,000	\$175,000	
14			\$65,000	\$140,000	\$75,000	\$185,000	
15			\$70,000	\$165,000	\$80,000	\$195,000	
16							\$500 - \$9,000
17							\$2,500 - \$10,000
18							\$3,000 - \$45,000
19							\$10,000 - \$75,000

**TOWN OF NEWTON
ORDINANCE 2023-29
SCHEDULE "B"**

LEVEL 1

Intern
Recreation Assistant

LEVEL 2

Lifeguard
Swim Instructor

LEVEL 3

Clerk Typist
Custodian
Keyboarding Clerk I
School Traffic Guard
Secretary

LEVEL 4

Assistant Pool Manager
Code Enforcement Officer Trainee
Keyboarding Clerk II
Public Safety Telecommunicator Trainee
Recreation Leader
Senior Clerk Typist

LEVEL 5

Assessing Clerk
Building Grounds Maintenance Worker
Fire Prevention Inspector
Laborer
Police Clerk
Pool Manager
Records Support Technician
Recreation Enforcement Officer
Sewer Laborer
Water Laborer
Water Meter Reader
Water/Sewer Collector

LEVEL 6

Account Supervisor/Treasurer
Equipment Operator
Omnibus Operator
Public Safety Telecommunicator
Public Works Repairer
Recreation Coordinator
Recycling Foreman
Road Repairer
Sewer Repairer
Sewer Repairer 1/Water Repairer 1
Truck Driver
Water Repairer

LEVEL 7

Animal Control Officer
Code Enforcement Officer
Park Caretaker
Parking Meter Enforcer
Payroll Clerk
Recreation Supervisor
Senior Public Safety Telecommunicator
Senior Sewer Repairer
Senior Water Repairer
Sewer Repairer 2
Sewer Repairer 2/Water Repairer 2
Special Police Officer
Water Repairer 2

LEVEL 8

Administrative Assistant
Court Attendant
Road Foreman
Sewer Foreman
Sewer Repairer Supervisor/Water Repairer Supervisor
Street Foreman
Supervising Public Safety Telecommunicator
Violations Clerk
Water Foreman

LEVEL 9

Assistant Director of Public Works
Assistant Public Works Supervisor
Assistant Water/Sewer Supervisor
Certified Tax Collector/Tax Search Officer
Deputy Municipal Court Administrator
Planning/Zoning Administrator
Sewer Plant Operator
Sewer Plant Operator/Water Plant Operator
Water Plant Operator

LEVEL 10

Code Enforcement Director
Director of Public Works
Finance Director
Human Resources Director
Municipal Clerk
Municipal Court Administrator
Municipal Department Head
Public Works Supervisor
Water/Sewer Supervisor

LEVEL 11

Police Patrolman

LEVEL 12

Police Sergeant

LEVEL 13

Police Lieutenant
Water/Sewer Superintendent

LEVEL 14

Chief Financial Officer

LEVEL 15

Police Chief
Town Manager

LEVEL 16

Assistant Right-to-Know Coordinator
Deputy Animal Control Officer
Deputy Municipal Clerk
Deputy Registrar
Deputy Right-to-Know Coordinator
Right-to-Know Coordinator

LEVEL 17

Council Member
Deputy Mayor
Mayor

LEVEL 18

Building Subcode Official/Inspector
Deputy Code Enforcement Officer
Deputy Emergency Management Coordinator
Electrical Subcode Official/Inspector
Emergency Management Coordinator
Fire Subcode Official
Plumbing Subcode Official/Inspector
Registrar of Vital Statistics
Zoning Officer

LEVEL 19

Community Development Director
Deputy Town Manager
Municipal Department Head
Tax Assessor

TOWN OF NEWTON

ORDINANCE 2023-30

AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT THE TOWN CODE OF THE TOWN OF NEWTON, MOST NOTABLY CHAPTER 100, ENTITLED "FEES AND COSTS", SECTION 100-15, ENTITLED "VEHICLES AND TRAFFIC" AND CHAPTER 307, ENTITLED "VEHICLES AND TRAFFIC", SECTION 307-27, ENTITLED "GENERAL PARKING"

WHEREAS, the Town of Newton ("Town") has determined that there is a need to amend, revise, and supplement both Chapter 100, entitled "Fees and Costs", Section 100-15, entitled "Vehicles and Traffic" and Chapter 307, entitled "Vehicles and Traffic", Section 307-27, entitled "General Parking", as it pertains to the parking of tractor trailers, box trucks, single-axle trucks, and dual-axle trucks within the Town of Newton;

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Mayor and Town Council wish to amend, revise, and supplement Chapter 100 of the Newton Town Code, entitled "Fees and Costs", Section 100-15, entitled "Vehicles and Traffic", most notably, Subsection (C) to read as follows:

§ 100-15. Vehicles and traffic (Chapter 307).

C. Parking passes may be purchased at the Municipal Building for the above metered lots at the following rates:

(2) Overnight parking pass:

~~(b) Tractor trailer/box truck parking: \$25 monthly; \$50 quarterly; \$100 semiannually; \$200 annually.~~

(b) (e) Park and ride: Free.

NOW, THEREFORE BE IT FURTHER ORDAINED by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Mayor and Town Council wish to amend, revise, and supplement Chapter 307 of the Newton Town Code, entitled "Vehicles and Traffic", Section 307-27, entitled "General parking", most notably, Subsection (B) to read as follows:

Strikethrough language denotes proposed stricken language and underlined language denotes new proposed language to the Ordinance.

§ 307-27. General parking.

B. Overnight parking prohibition. No person shall park a vehicle at the park and ride parking lot overnight between the hours of 10:00 p.m. and 5:00 a.m., except for:

- (1) Passenger vehicles may be parked in twenty-three (23) spaces located at the easterly side of the park and ride lot, specifically, from the southeast corner toward the northeast corner as signed and/or marked and must display an overnight parking pass obtained from the Municipal Building displayed in the window.
- (2) Box trucks, single-axle trucks, dual-axle trucks, tractor trailers, landscape trailers, box trailers, and excavation equipment are not permitted to be parked in the park and ride lot.
- ~~(2) — Box trucks, single axle trucks, dual axle trucks, tractor trailers and other trucks that are not permitted to be parked in the residential districts within the Town but not including landscape trailers, box trailers that are not attached to trucks, and excavation equipment, may be parked in an area located in the northeast corner of the park and ride lot as signed and/or marked;~~
- ~~(3) — No person shall park a truck in the designated area of the park and ride lot without first obtaining a permit, for which application shall be made to the Town Clerk annually on or before January 1 of each year on forms provided by the Town Clerk, and paying the required fee per § 100-15. Such permit shall be displayed prominently inside of the parked truck's driver's side of the windshield.~~

D. Dog Park Parking. The parking spots immediately in front of the Dog Park shall be designated as parking for patrons of the Dog Park as signed and/or marked.

BE IT FURTHER ORDAINED that:

(1) All ordinances or parts of ordinance which are inconsistent with the terms of this Ordinance be and the same are hereby repealed to the extent of their inconsistencies.

(2) This Ordinance shall take effect on January 1, 2024 upon due passage and publication in accordance with law.

~~Strikethrough language~~ denotes proposed stricken language and underlined language denotes new proposed language to the Ordinance.

NOTICE

TAKE NOTICE the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, November 13, 2023. It will be considered for adoption, after final reading and public hearing thereon, at a meeting of the Newton Town Council to be conducted at 7:00 pm or as soon thereafter as the matter may be heard on November 27, 2023, 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

~~Strikethrough language~~ denotes proposed stricken language and underlined language denotes new proposed language to the Ordinance.

TOWN OF NEWTON

ORDINANCE 2023-31

AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT THE TOWN CODE OF THE TOWN OF NEWTON, MOST NOTABLY CHAPTER 213, ENTITLED "PROPERTY MAINTENANCE", SECTION 213-28, ENTITLED "ANNUAL REGISTRATION OF BUSINESSES AND RESIDENTIAL RENTAL UNITS"

WHEREAS, the Town of Newton ("Town") has determined there is a need to amend, revise, and supplement Chapter 213, entitled "Property Maintenance", section 213-28, entitled "Annual Registration of Businesses and Residential Rental Units", as it pertains to the annual registration to be paid to the Town of Newton by applicable parties;

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Mayor and Town Council wish to amend, revise, and supplement Chapter 213 of the Newton Town Code, entitled "Property Maintenance", Section 213-28, entitled "Annual Registration of Businesses and Residential Rental Units", to read as follows:

§ 213-28. Annual Registration of Businesses and Residential Rental Units.

All persons who own, possess, or control any business or residential rental unit or units located within the Town of Newton shall annually register each and every said business or residential unit or units with the Municipal Clerk of the Town of Newton in such form as may be required by the Town of Newton from time to time.

- A. All businesses or residential units shall be registered with the Municipal Clerk no later than February 25 of the first full Calendar Year after this Ordinance shall become effective. Thereafter, all businesses or residential units shall be registered with the Municipal Clerk no later than January 30 of each Calendar Year.
- B. The annual fee for registering as a business or as a residential rental unit owner with the Town of Newton is Two Hundred Dollars (\$200.00) per business or residential rental unit ~~per year for the first (1st) year and One Hundred Dollars (\$100) for each subsequent year thereafter.~~ provided however, that the registration fee for a new business or new residential rental unit which is registered after July 1st of its first Calendar Year registration shall be One Hundred Dollars (\$100.00) for the first part of a year.

- C. A residential rental unit owner shall be required to register all residential units owned by that owner every year when registering as a residential unit owner with the Municipal Clerk.
- D. There shall be a late fee of Twenty-Five Dollars (\$25.00) for every registration which is submitted after January 30 of each Calendar Year.
- E. All residential rental units located in any residential setting which is regulated, registered, or otherwise subject to the jurisdiction of the New Jersey Department of Community Affairs, Bureau of Housing Inspections, are exempt from this requirement.

NOW, THEREFORE BE IT FURTHER ORDAINED, that:

(1) All ordinances or parts of ordinance which are inconsistent with the terms of this Ordinance be and the same are hereby repealed to the extent of their inconsistencies.

(2) This Ordinance shall take effect immediately upon due passage and publication in accordance with law.

NOTICE

TAKE NOTICE the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, November 13, 2023. It will be considered for adoption, after final reading and public hearing thereon, at a meeting of the Newton Town Council to be conducted at 7:00 pm or as soon thereafter as the matter may be heard on November 27, 2023, 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
RESOLUTION #243-2023**

November 13, 2023 "Approval of the Execution of a Shared Services Agreement with Montague Township to Provide Certified Tax Collection Services for the period of January 1, 2024 through December 31, 2026"

WHEREAS, the Township of Montague ("Montague") wishes to obtain the services of one or more Certified Tax Collector's on a limited basis; and

WHEREAS, the Town of Newton ("Newton") is willing to enter into a Shared Services Agreement with Montague to provide the services of both of its Certified Tax Collectors on a limited basis to Montague; and

WHEREAS, Newton has forwarded to Montague a Shared Services Agreement, a copy of which is attached, which sets forth the terms and conditions of the shared tax collection services on a limited basis for the period of January 1, 2024 through December 31, 2026; and

WHEREAS, these types of shared services are just what the State of New Jersey envisioned when it seeks to encourage the same;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Town Manager and Municipal Clerk are hereby authorized, on behalf of the Town of Newton, to execute a Shared Services Agreement with the Township of Montague to provide certified tax collection services to Montague.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MONTAGUE AND THE
TOWN OF NEWTON REGARDING TAX COLLECTION SERVICES**

WHEREAS, pursuant to the provisions of N.J.S.A. 40A: 65-4, any local unit may enter into an Agreement with one or more other local unit or units to provide services that either or both or all of the local units are empowered to provide and/or receive in their individual local unit; and

WHEREAS, one of those services provided by the Town of Newton is the collection of taxes and such tax collection services can also be provided in the Township of Montague; and

WHEREAS, the Township of Montague is in need of the services of one or more Certified Tax Collector(s) to provide tax collection services to the taxpayers of Montague Township; and

WHEREAS, the Town of Newton has the ability to provide said services for Montague Township; and

WHEREAS, Montague Township and Town of Newton desire to enter into a Shared Services Agreement in which Montague Township shall utilize Town of Newton's Certified Tax Collectors to provide Montague Township with tax collection services for the period of time set forth in this Shared Services Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises, and the consideration recited herein, Montague Township and the Town of Newton agree as follows:

1. The Town of Newton will allow either or both of Newton's Certified Tax Collectors to be appointed by Montague Township as Montague's Tax Collectors, pursuant to N.J.S.A. 40A:9-141.
2. Newton's Certified Tax Collectors, Theresa Schlosser, CTC and Jacki Shackleton, CTC, shall serve as Tax Collectors for Montague Township from January 1, 2024, through December 31, 2026 (a three (3) year period).
3. For these tax collection services, Montague Township shall pay to the Town of Newton a minimum total sum of \$34,658.00 for the period of January 1, 2024, through December 31, 2024. Montague Township shall then pay to the Town of Newton a minimum total sum of \$35,525.00 for the period of January 1, 2025, through December 31, 2025. Montague Township shall then pay to the Town of Newton a minimum total sum of \$36,413.00 for the period of January 1, 2026, through December 31, 2026. Therefore, the minimum total aggregate sum for the full period in question shall be \$106,596.00 for the Town of Newton to provide said services to Montague Township for the term of this Agreement.
4. The Town of Newton shall be responsible for compensating the Tax Collectors listed above for the services the Tax Collectors provide to Montague Township by way of the Town of Newton's regular payroll as non-pensionable earnings.
5. The Town of Newton's Certified Tax Collectors regular available hours for Montague Township shall be a total for both of ten (10) hours per week. Any weekly increase in hours can only occur by written request from the Montague Township Committee or

designee to the Newton Town Manager, such request shall not be unreasonably denied; however, additional compensation will be sought for same.

6. Should the Town of Newton's Certified Tax Collectors provide services to Montague Township which exceeds the five hundred fifty (520) hours covered by this Shared Services Agreement during the calendar year 2024, Montague Township shall compensate Newton at a rate of Seventy Five (\$75.00) Dollars per hour for every hour, or any partial hour thereof, in excess of the five hundred fifty (520) hours contracted for by Montague Township for these services during the calendar year of 2024.
7. Should the Town of Newton's Certified Tax Collectors provide services to Montague Township which exceed five hundred twenty (520) hours covered by this Shared Services Agreement during the calendar year 2025, Montague Township shall compensate Newton at a rate of Eighty (\$80.00) Dollars per hour for every hour, or any partial hour thereof, in excess of the five hundred twenty (520) hours contracted for by Montague Township for these services during the calendar year of 2025.
8. Should the Town of Newton's Certified Tax Collectors provide services to Montague Township which exceed five hundred twenty (520) hours covered by this Shared Services Agreement during the calendar year 2026, Montague Township shall compensate Newton at a rate of Eighty (\$85.00) Dollars per hour for every hour, or any partial hour thereof, in excess of the five hundred twenty (520) hours contracted for by Montague Township for these services during the calendar year of 2026.
9. The services provided by the Town of Newton to the Township of Montague will include insurance coverage, licensing requirements, and certifications for and by the Certified Tax Collectors.
10. The services provided will be performed by the Town of Newton Employee(s) during the Town of Newton's regularly scheduled business hours and will follow the Town of Newton's holiday and inclement weather schedules.
11. Montague Township shall be responsible for creating and maintaining complete and accurate records of the hours each of the Town of Newton Certified Tax Collectors perform for Montague Township and report all such hours to Newton Town within five (5) calendar days of the end of each reporting period.
12. Both parties to this Shared Services Agreement retain the right to terminate this Shared Services Agreement by providing to the other party a written notice of termination at least thirty (30) calendar days prior to the date of termination for whatever reason they choose to terminate this Shared Services Agreement or for no reason whatsoever. Written notice shall be delivered to the following parties via email (with read/receipt), hand delivery, certified mail, return receipt requested, overnight mail, or regular mail.

The Parties are:

FOR TOWNSHIP OF MONTAGUE:

Mayor
Township of Montague
277 Clove Road
Montague, New Jersey 07827

FOR THE TOWN OF NEWTON:

Thomas S. Russo, Jr., MPA, CPM, PLC
Town Manager
Town of Newton
39 Trinity Street
Newton, New Jersey 07860

IN WITNESS WHEREOF, each of the parties to this Shared Services Agreement have caused their respective signatures to be placed on this Shared Services Agreement as authorized by their respective municipalities and caused their proper seals to be affixed hereto on the date(s) and year written below.

ATTEST:

TOWN OF NEWTON

Teresa A. (Terri) Oswin, RMC
Town Clerk, Town of Newton

Thomas S. Russo, Jr., MPA, CPM, PLC
Town Manager

Dated: _____

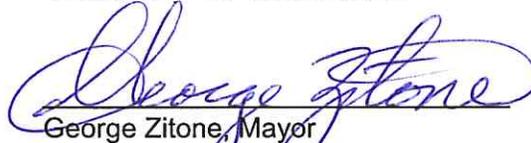
Dated: _____

ATTEST:

TOWNSHIP OF MONTAGUE



Dana Klinger, RMC
Township Clerk, Township of Montague



George Zitone, Mayor
Township of Montague

Dated: October 24, 2023

Dated: October 24, 2023



TOWN OF NEWTON
RESOLUTION #244-2023

November 13, 2023 "A Resolution of the Town of Newton Supporting RevolutionNJ"

WHEREAS, Governor Philip Murphy and the New Jersey State Legislature created RevolutionNJ in 2018 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the founding of the United States, New Jersey's pivotal role in the American Revolution, and the contributions of its diverse peoples to the Nation's past, present, and future; and

WHEREAS, the New Jersey Historical Commission, under the leadership of Lt. Governor/Secretary of State Tahesha Way, with its non-profit partner Crossroads of the American Revolution, established RevolutionNJ to advance the role that history plays in public discourse, community engagement, education, tourism, and scholarship in New Jersey; and

WHEREAS, RevolutionNJ will engage New Jerseyans in all 21 counties and 564 municipalities through its officially recognized programs, initiatives, and events over the next ten years; and

WHEREAS, it is fitting and desirable that we commemorate the beginning of the Nation and the role New Jersey played over the past 250 years as well as its present and future role as part of the United States, with particular focus on the individuals, ideas, and events that shaped our Country, State, County, and Town; and

WHEREAS, RevolutionNJ will consider the role New Jersey played during the American Revolution when it saw more battles and skirmishes than any other state and was truly the Crossroads of the American Revolution; and

WHEREAS, RevolutionNJ will highlight the role New Jerseyans played beyond the battlefield during the American Revolution when people of diverse backgrounds contributed to the development of the State and the Nation in various ways and fought for the right to life, liberty, and the pursuit of happiness; and

WHEREAS, preserving, studying, and enjoying state history strengthens communities and builds bonds between New Jersey residents as we work together toward the goals of justice and equality embedded in the United States Constitution;

NOW, THEREFORE BE IT RESOLVED, that the Town of Newton hereby endorses RevolutionNJ and its mission to advance the role that history plays in public discourse, community engagement, education, tourism, and scholarship in New Jersey; and

BE IT FURTHER RESOLVED:

1. The Town Council of the Town of Newton commemorates the 250th anniversary of the establishment of the United States as an independent Nation.
2. The Town Council of the Town of Newton authorizes the appointment of an ad hoc committee by the Town Manager of the Town of Newton to develop a plan for this commemoration that will promote the maximum involvement of our residents, neighborhoods, businesses, schools, civic organizations, and institutions in the commemorations.
3. The Town Council of the Town of Newton further urges all its residents to reflect upon the significance of this event and the role that our State and its diverse people have played in the history and development of our Nation and to participate in this important commemoration, endeavoring to include the stories of all those whose lives are part of the history of what we now know as New Jersey, and understanding that the revolution continues today as we uphold the revolutionary ideals articulated in our founding documents.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #245-2023

November 13, 2023 "Consideration for Waiver of Health Benefits by Employees"

WHEREAS, the Town of Newton provides healthcare benefits to its eligible employees pursuant to Article IV (Group Health Insurance/Pension/Workers' Compensation) of the Town's Personnel Policies and Procedures Manual; and

WHEREAS, pursuant to N.J.S.A. 40A:10-17.1, the Town of Newton is permitted to offer monetary consideration to an employee for waiving the provision of healthcare benefits by the Town of Newton, provided that said employee is eligible for healthcare coverage through an entity other than the Town of Newton; and

WHEREAS, each waiver of the provision of health care benefits by an eligible employee provides the Town of Newton with a cost savings by removing the Town's obligation of paying health benefit premium expenses for said employee; and

WHEREAS, pursuant to N.J.S.A. 40A:10-17.1, the amount paid, if any, as consideration to an eligible employee for waiver of health benefits is within the sole discretion of the Town of Newton, provided that the consideration does not exceed the limits imposed by said statute; and

WHEREAS, pursuant to N.J.S.A. 40A:10-17.1, the decisions of the Town of Newton regarding (a) allowing eligible employees to waive healthcare benefits; and, (b) the amount of consideration paid for such waiver are not subject to the collective negotiations process; and

WHEREAS, the Town of Newton has, from time to time, amended the amount of consideration paid to eligible employees for the waiver of healthcare benefits by eligible employees, with the last such amendment set forth in Resolution #71-2011, dated April 25, 2011; and

WHEREAS, the Town of Newton desires to amend its policy for consideration paid to employees who waive healthcare benefits so as to (a) conform to the statutory requirements of N.J.S.A. 40A:10-17.1; (b) maintain a level of consideration for waiver of healthcare benefits that incentivizes eligible employees to waive healthcare benefits; (c) ensure that such amendment does not result in a diminution of consideration for those eligible employees who made the decision to waive healthcare benefits based upon Resolution #71-2011; and (d) seek cost savings for the Town of Newton;

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

1. Effective January 1, 2024, the Town of Newton shall offer as monetary consideration to every eligible employee who waives health insurance coverage the annual sum that is lesser of (a) Five Thousand Dollar (\$5,000); or (b) fifteen (15%) percent of the amount saved by the Town of Newton as calculated below.
2. Effective January 1, 2025, the Town of Newton shall offer as monetary consideration to every eligible employee who waives health insurance coverage the annual sum that is lesser of: (a) Five Thousand Dollar (\$5,000); or (b) seventeen point fifty (17.50%) percent of the amount saved by the Town of Newton as calculated below.
3. Effective January 1, 2026, the Town of Newton shall offer as monetary consideration to every eligible employee who waives health insurance coverage the annual sum that is lesser of (a) Five Thousand Dollars (\$5,000); or (b) twenty (20%) percent of the amount saved by the Town of Newton as calculated below.
4. An employee's waiver payment is calculated by taking the employee's total premium amount for single/individual coverage of the base plan and deducting the amount the employee would have been obligated to pay under Ch. 78, P.L. 2011 for the insurance coverage, then multiplying the difference by the appropriate percentage, depending on the year. The employee will then receive either the calculated amount or Five Thousand Dollars (\$5,000), whichever is less.
5. Employees who wish to waive their healthcare benefits shall submit a written executed waiver at the time of the open enrollment period determined by the Town of Newton.
6. Employees who lose their healthcare coverage with another entity shall be entitled to gain coverage from the Town of Newton under the same terms and conditions as if the employee was initially covered; however, they shall cease to be eligible for the stipend set forth in this Resolution. Employees who initially waived coverage and subsequently obtain coverage through the Town of Newton due to a change in circumstance shall repay, on a pro rata basis, any amount received which represents an advanced payment for a period of time during which the employee has coverage.
7. All other provisions of Town policy regarding the offering of an incentive in lieu of healthcare coverage remain unchanged.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #246-2023

November 13, 2023 "Amend Resolution #35-2023 Required Disclosure Contract for J. Caldwell & Associates, LLC as Planner for the Town of Newton for Calendar Year 2023"

WHEREAS, the Town of Newton authorized through Resolution #35-2023 the services of a qualified Planner for the Town of Newton on an annual basis in the amount of \$100,000.00; and

WHEREAS the amount expended through the end of 2023, is estimated to be \$150,000.00; and

WHEREAS, as required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., the Chief Financial Officer hereby certifies funds not to exceed \$150,000.00 will be encumbered as follows:

2023 Current Budget – Community Development Consultant, Planning Board Consultant
2023 Water Sewer Utility Budget – Consultant
Trust Escrow Accounts as applicable
General Capital – Redevelopment
Grants – Neighborhood Preservation and Historic

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

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton amends Resolution #35-2023 for services from J. Caldwell & Associates not to exceed \$150,000.00 for the 2023 calendar year.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #247-2023

November 13, 2023 "North Jersey Municipal Employee Benefits Fund Resolution to Renew for the Town of Newton"

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

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

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

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

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

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

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

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

CERTIFICATION

THIS IS TO CERTIFY 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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #248-2023

November 13, 2023 "Authorizing Disbursement of \$25,000 from the Affordable Housing Trust Fund to Katie's House, Inc. to Purchase a Residence Located at 18 Donald Avenue for Use as a Group Home"

WHEREAS, Katie's House, Inc. (Katie's House") is seeking to purchase a 3-bedroom supportive and special needs group home on property located at 18 Donald Avenue, identified on the Town's Official Tax Maps as Block 16.02, Lot 20 ("Project"); and

WHEREAS, the Town Council has determined there is a need for the Project, and proposes to provide a payment of \$25,000 from its Affordable Housing Trust Fund towards the Project which will further the important mission of providing permanent supportive and special needs housing within the community; and

WHEREAS, the Town's payment is contingent on Katie's House providing a deed restriction on the proposed house and obtaining a license from the State of New Jersey; and

WHEREAS, the Town now desires to provide the payment to Katie's House subject to the requirement that Katie's House execute a mandatory 30-year deed restriction on the property requiring the residence be operated as a supportive and special needs group home solely for low-income individuals;

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

1. The Town Council hereby approves and authorizes disbursement of \$25,000 from its Affordable Housing Trust Fund to Katie's House subject to the Town receiving a fully executed copy of the Deed Restriction, and subject to providing a copy of the license from the State to operate the group home once received.
2. The Mayor and Clerk are hereby authorized to execute the Deed Restriction on behalf of the Town.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #249-2023

November 13, 2023 "To Cancel the Balance of the Trust Reserve for Disposal of Forfeited Property to the Current Fund in the amount of \$243.63"

WHEREAS, permission is required of the Director of the Division of Local Government Services ("DLGS") for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance, and the Town of Newton received this authorization from the DLGS for the Disposal of Forfeited Property, pursuant to N.J.S.A. 40A:14-157, on or about November 19, 2009; and

WHEREAS, pursuant to N.J.S.A. 40A:14-157, after six (6) months, all unclaimed monies received into the Forfeited Property trust account ("Account") shall be paid into the general municipal treasury; and

WHEREAS, there currently exists a balance of \$243.63 in the Account, which the Town of Newton wishes to cancel from the Account and transfer same into the Town of Newton's Current Fund-Fund Balance pursuant to N.J.S.A. 40A:14-157;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that it hereby authorizes the cancellation of \$243.63 from the Forfeited Property trust account and further authorizes the transfer of same to the Town of Newton Current Fund-Fund Balance pursuant to N.J.S.A. 40A:14-157; and;

BE IT FURTHER RESOLVED, the Dedication by Rider resolution shall continue to remain in effect to permit the accounting of Forfeited Property, should the need arise.

Teresa A. Oswin, RMC
Municipal Clerk

Michelle J. Teets, Mayor
Town of Newton

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #250-2023

November 13, 2023 "Authorize Entering into an Interlocal Shared Services Agreement with the Township of Hardyston for Construction Code Administration and Enforcement Services"

WHEREAS, the Town of Newton desires to enter into a shared services agreement with the Township of Hardyston for the period of January 1, 2024 through December 31, 2028 to furnish the Town of Newton with Construction Code Administration and Enforcement services under the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its subcodes; and

WHEREAS, the parties desire to enter into an Agreement pursuant to the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1, et seq., for the furnishing of such services;

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

1. The Town Manager and Town Clerk are hereby authorized and directed to execute the Shared Services Agreement, a copy of which is attached hereto, with the Township of Hardyston for the provision of Construction Code Administration and Enforcement services under the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its subcodes.
2. The Town Manager and Town Clerk are hereby authorized to execute any additional non-substantial amendments and/or modifications to the Agreement without the consent of the Town Council.
3. This Resolution shall take effect immediately.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk

**CONSTRUCTION DEPARTMENT
SHARED SERVICE AGREEMENT
BETWEEN
THE TOWNSHIP OF HARDYSTON
AND THE TOWN OF NEWTON**

THIS AGREEMENT is entered into the latter of the dates on the signature page by and between:

THE TOWNSHIP OF HARDYSTON

a municipal corporation of the State of New Jersey
with offices located at 149 Wheatsworth Road,
Hardyston, New Jersey 07419

(hereinafter "Provider")

AND

THE TOWN OF NEWTON

a municipal corporation of the State of New Jersey
with offices located at 39 Trinity Street
Newton, NJ 07860

(hereinafter "Recipient")

WITNESSETH

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

1. The Provider is hereby designated as the agent of the Recipient, to furnish Code Administration and Enforcement services under the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its Subcodes, the State of New Jersey Uniform Fire Code. The scope of services provided to the Recipient under this Agreement shall not encompass the services relative to the enforcement of the Recipient's property maintenance code and zoning ordinances.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to the Recipient.

B. Responsibility

1. At all times, the Provider shall maintain responsibility for and control over the personnel hired to operate the department. All citizen inquiries and/or complaint resolutions shall be handled through the Provider. The Township Manager of the Provider and/or the NJ Department of Community Affairs, as appropriate, shall handle any public comments involving the Construction Code Official and Staff.

C. Supervision and Director of Staff

1. The Provider, in conjunction with the Recipient, shall establish office hours for the operation of the construction department.

2. The Construction Code Official, furnished by the Provider, shall be responsible for the operation and supervision of the Construction Code Enforcement Office and shall direct and supervise all activities and employees of the Department.
3. The staff, furnished by the Provider, shall be properly licensed code enforcement or subcode officials and/or inspectors as appropriate.
4. Provider shall furnish appropriate clerical support staff, as determined by its Township Manager, and in conjunction with the Construction Official.
5. All personnel providing the outlined services to the Recipient under the Agreement shall continue to remain employees of the Provider and, as such, shall continue to remain bound by the Personnel Policies and Procedures of the Township of Hardyston and shall continue to be under the direct supervision of the Township of Hardyston Manager. Any problem or concern that should arise relative to any aspect of this Agreement or issue relative to the personnel providing such services shall be directed to the Hardyston Township Manager through the Recipient's Administrator.

D. Designation as Construction Official

Provider shall designate the Code and Subcode Officials, as well as the Inspectors, for the enforcement of the State Uniform Construction Code and related ordinances of the Recipient. Code and Subcode Officials and Inspectors shall be duly licensed by the New Jersey Department of Community Affairs, Division of Codes and Standards.

ARTICLE II: ACTIVITIES

A. Services to be Performed

The following administrative and enforcement personnel will be provided by the Provider to the Recipient. The appropriate Officials and Inspectors shall maintain documented records of activity on forms approved by the Construction Official and/or the New Jersey Department of Community Affairs, recording all inspections and activities.

- a. Construction Official
- b. Building Subcode Official
- c. Fire Sub-Code Official
- d. Plumbing Sub-Code Official
- e. Licensed Inspectors

The Town of Newton shall continue to retain personnel to perform the duties associated with the electric sub-code inspection(s) and compliance and shall continue to be responsible for all costs associated with those services.

B. Hours of Operation

The Construction Official and Subcode Officials shall be available for consultation with the public at scheduled times to be determined by the Construction Official. The hours shall be set in such a manner as to provide the public with reasonable access to the various officials. The hours that are presently anticipated to be provided are 8:30 am to 4:30 pm, Monday through Friday (except holidays).

C. Place of Operation

Main business for the Department shall be conducted in the Provider's Municipal offices.

D. Office Operations and Software Agreements

1. The Provider will provide for the operational needs of the Department, including, office space at the Hardyston Township Municipal Building, utilities for said space, equipment, maintenance of all code books, general office supplies, copier and faxing capabilities, telephone vehicle and/or mileage reimbursements for inter-local employees of the Agreement, costs associated with education, licensing and certifications for inter-local Department employees, gasoline, vehicle maintenance for vehicles utilized by the Department and utilized to perform services under the Agreement.
2. Software licensing and maintenance costs associated with the Mitchell Humphrey construction permit management and tax utility software program shall be in accordance with the terms of the Software Upgrade Agreement, dated_____.

E. Maintenance of Records

1. The appropriate Officials and Inspectors shall maintain documented records of activity on forms approved by the Construction Official and/or the New Jersey Department of Community Affairs, recording all inspections and activities. The records shall be specific with regard to the municipality, address, dates and hours of service.
2. All active files, and if requested, Provider's closed files, records and support documentation shall be maintained on file in the offices of the Provider.
3. When files, records and support documentation are closed from active status, the materials shall be transported to the offices of the generating municipality.

ARTICLE III: EMPLOYEES

A. Licensed Personnel and Staff

1. The Provider shall furnish duly licensed personnel and support staff as shown by the existing staffing below.
2. The Provider may employ subcontractors and/or contract with third party entities, to supply any services for which the Provider does not have qualified in-staff personnel or in the event additional services are specifically requested by Recipient. There will be no additional cost to the Recipient, if such services are contracted for by the Provider, except those services needed to meet demands of the Recipient that exceed the demands contemplated at the time the agreement was entered. If

additional services are requested by Recipient, the cost of such services shall be borne by the requesting Recipient.

B. Existing Staffing

1. The following shall constitute the existing staffing for the Construction Department of the Provider:
 - a. One full-time Construction Official/Fire Sub-Code Official.
 - b. Full-time Building Subcode Official/Inspector.
 - c. Part-time Plumbing Sub-Code (Official/Inspector) and Fire Sub-Code (Official/Inspector).
 - d. Part-time Inspectors (for various disciplines as found to be needed by the Construction Official, based on work projections and flow)
 - e. One full-time Construction Technical Assistant; one full-time administrative assistant.

ARTICLE IV: ENFORCEMENT

A. Investigations and Inspections

The Construction Official shall conduct investigations and inspections or supervise personnel in making same and inform the Provider and Recipient regarding any violation of statutes and/or related local ordinances related to the Uniform Construction Code in their respective municipalities.

B. Coordination with Municipal Attorneys

The Construction Official shall provide the Provider and Recipient with evidence of violations and assist the municipal attorneys in obtaining compliance and enforcing compliance with the law.

Each municipality shall be solely responsible for its own enforcement actions. The sole cost of enforcement activities including but not limited to legal actions and collection of any fines and/or penalties assessed as the result of a legal action shall be borne solely by the municipality within which the violation occurred. The Construction Official and his/her subordinates shall make themselves available to testify and provide documentation in support of the investigation they have undertaken, including the results of the investigation.

C. Violations

The Construction Official shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

ARTICLE V: REPORTS

1. Annual: The Construction Official shall furnish the Provider and the Recipient with an annual report of services rendered to each respective municipality. Provider shall provide to the State Department of Community Affairs the UCC Annual Report, with a copy provided to Recipient.
2. Periodic: Periodic reporting of activities shall be made by the Construction Official, upon request by the Township Manager/Administrator of the Provider and/or the Recipient.

ARTICLE VI: FEES

A. Retention

1. All license fees, permit fees and other fees collected by the Construction Department personnel shall be retained by the Provider. The total revenue collected by the Provider relating to the Recipient's construction activity as of November 30th of each year shall be deducted from the contracted amount due from the Recipient under the terms of this Agreement. December permit fees collected shall be used by the Provider to offset the calculation for the following year. Should fees be collected in excess of the contract amount, Hardyston Township will retain 100% of the first 50% in excess of the base contracted amount to offset expected increased costs to provide expanded services, under these types of unusual circumstances. Should fees be collected in excess of the contract amount, Hardyston Township will retain 100% of the excess fees collected up to \$191,917.50 in 2024; \$195,756 in 2025; \$199,671 in 2026; \$203,664 in 2027 and \$207,738 in 2028. Fees collected in excess of \$191,971.50 in 2024; \$195,756 in 2025; \$199,671 in 2026; \$203,664 in 2027 and \$207,738 in 2028 will be split 60/40 (60% to Provider and 40% to the Recipient) between the two municipalities.
2. Fees associated with electric permits will be made payable to Hardyston Township. Since the technical assistance staff will be required to provide the administrative work relating to electrical phone calls, filing, etc., and other overflow service required, as directed by the Construction Official from time to time, The Town of Newton shall be charged an administrative fee of 20% of all permit fees collected relating to electric sub-code enforcement. On November 30th an analysis of fees collection will be presented by the Provider to the Recipient, with a net check representing all fees collected in connection with fire, electric and plumbing, minus the 20% administration fee.

B. Collection

Collection of fees shall be the responsibility of the Provider. Staff personnel of the Construction Department shall comply with the State requirements for deposit of public funds collected by a municipality, after which appropriate action will be taken to distribute fees to the appropriate municipal treasurer on a monthly basis. Monthly reports of revenues received and appropriations expended shall be provided to each participating municipality.

C. Establishment of Fees

The Provider and the Recipient shall develop a uniform fee schedule as required by N.J.A.C. 5:23-4.17(d).

ARTICLE VII: PROPERTY ARRANGEMENTS

A. Costs Shared Equally

During the life of this Agreement, the costs of all equipment and/or vehicles acquired specifically for the Construction Department shall be the responsibility of the Provider.

ARTICLE VIII: PAYMENTS AND COMPENSATION

A. Commencing on January 1, 2024, Recipient base costs for the Construction Department shall be assessed as follows:

Payment from Recipient to Provider:

January 1, 2024 – December 31, 2024	\$127,945 (represents 2% increase over 2023)
January 1, 2025 – December 31, 2025	\$130,504 (represents 2% increase over 2024)
January 1, 2026 – December 31, 2026	\$133,114 (represents 2% increase over 2025)
January 1, 2027 – December 31, 2027	\$135,776 (represents 2% increase over 2026)
January 1, 2028 – December 31, 2028	\$138,492 (represents 2% increase over 2027)

The payment shall be due December 1 of each calendar year, beginning December 1, 2024. The amount due shall be offset by all fees collected by the Provider for the Recipient for those properties serviced in the Town of Newton. Any payment of fees collected in excess of this amount due shall be retained as compensation for the Provider up to the amount noted in section Article VI Fees, A. Retention. Any balance of excess thereafter shall be returned to the Recipient by December 31 of the contracted year in question.

In the event that the amount of fees collected is less than the contracted amount, then the Recipient shall make payment for such shortfall to the Provider by December 31 of the related contract year.

B. Payment Obligation: Failure of the Recipient to pay the contribution to the Provider in a timely manner shall result in a five percent (5%) late penalty as well as interest to accrue at the rate of six percent (6%) per annum.

ARTICLE IX: DURATION OF CONTRACT, TERMINATION, AMENDMENT AND INTERPRETATION; INSURANCE

A. Term

The term of this Agreement shall be for a term of five (5) consecutive years as provided for by N.J.A.C. 5:23-4.6 beginning on or about January 1, 2024 and terminating on or about December 31, 2028.

B. Termination

A participating party may terminate such participation pursuant to this Agreement, effective January 1st of any calendar year during the life to this Agreement by providing written notice to the other municipality on or before November 1st of the prior calendar year by way of certified mail to the Clerk of the respective municipality. In the event of termination of this Agreement, the Recipient shall pay their share of expenses and costs associated with the withdrawal and termination of the Agreement.

C. Insurance: Indemnification

The Provider shall maintain in full force and effect during the term of this Agreement, public officials' liability, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. The Provider shall also maintain in full force and effect during the term of this Agreement, general liability insurance naming Recipient as an additional insured, providing same is authorized by Statewide Insurance Fund.

The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Recipient or the Recipient's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, and the Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latter day and year written below.

WITNESS:

TOWNSHIP OF HARDYSTON

BY: _____
Jane Bakalarczyk, Township Clerk

BY: _____
Brian Kaminski, Mayor

Dated:

WITNESS:

TOWN OF NEWTON

BY: _____
Teresa A. Oswin, Clerk

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

Dated:

Shared Services Agreement

THIS AGREEMENT made and entered into this ____ day of _____, 2023 by and between:

TOWNSHIP OF HARDYSTON,
a Municipal Corporation of
the State of New Jersey
with offices located at
149 Wheatsworth Road
Hardyston, NJ 07419

Hereinafter referred to as “Hardyston”

THE BOROUGH OF FRANKLIN,
a Municipal Corporation of
the State of New Jersey
with offices located at
46 Main Street
Franklin, NJ 07416

Hereinafter referred to as “Franklin”

THE BOROUGH OF SUSSEX,
a Municipal Corporation of
the State of New Jersey
with offices located at
2 Main Street
Sussex, NJ 07461

Hereinafter referred to as “Sussex”

THE TOWN OF NEWTON,
a Municipal Corporation of
the State of New Jersey
with offices located at
39 Trinity Street
Newton, NJ 07860

Hereinafter referred to as “Newton”

THE BOROUGH OF HAMBURG,
a Municipal Corporation of
the State of New Jersey
with offices located at
16 Wallkill Avenue
Hamburg, NJ 07419

Hereinafter referred to as “Hamburg”

And

THE TOWNSHIP OF WANTAGE,
a Municipal Corporation of
the State of New Jersey
with offices located at
888 Route 23
Wantage, NJ 07461

Hereinafter referred to as “Wantage”

WHEREAS, the aforesaid parties to this agreement shall be collectively referred to as “The Municipalities”; and

WHEREAS, pursuant to the Electronic Permit Processing Review System (P.L. 2021, c 70) all municipalities in New Jersey must have a system in place that complies with the State’s DCA guidance including a means by which 80% of all permit applications may be submitted online; and

WHEREAS, the Municipalities wish to enter into a shared services agreement to provide said online permitting services; and

WHEREAS, Hardyston currently serves as the host community in providing these services by utilizing software provided by Mitchell Humphrey to manage the construction data for Hardyston and all of its partner municipalities; and

WHEREAS, the annual maintenance costs are paid by Hardyston and are reflected in each respective partner community’s contract costs; and

WHEREAS, each municipality has a unique database that is housed on Hardyston’s internal server; and

WHEREAS, the current total annual maintenance costs is apportioned on a prorated basis to each municipality based on the size of its respective database; and

WHEREAS, a software upgrade to the Mitchell Humphrey software program is needed in order to comply with the aforesaid Electronic Permit Processing Review System (P.L. 2021, c 70); and

WHEREAS, the new software system, entitled “FastTrackGov”, will have an online portal that can be used by department staff and the public and will be stored on a cloud-based server with no physical servers being required which results in an increase to the annual maintenance cost; and

WHEREAS, the costs to upgrade the software system and provide annual maintenance are set forth over a five-year period and are more particularly delineated in the attached Schedule A.

NOW, THEREFORE, THE PARTIES HEREBY agree to the following:

1. The parties agree to upgrade the current software utilized by the parties for construction project management within the Municipalities to the Mitchell Humphrey software entitled “FastTrackGov” with Hardyston serving as the lead agency.
2. The parties shall pay their respective costs and annual maintenance fees to Hardyston as set forth in the attached Schedule A. Each Municipality shall be solely responsible for its financial responsibility and no Municipality shall be responsible for any other Municipality’s financial obligation.
3. In the event any Municipality no longer wishes to participate in this Shared Services Agreement, each Municipality will still be responsible for its respective total annual payment as set forth on Schedule A, notwithstanding any termination from this Shared Service Agreement.
4. Each Municipality shall have the software rights to the software upgrade entitled “FastTrackGov” as well as all maintenance and assignable rights under the terms of the contract between Mitchell Humphrey and Hardyston.
5. In the event any Municipality terminates this agreement, it shall have the right to retain the software provided they make the remaining payments.
6. Payment for such services shall be made to Hardyston by December 15th each year commencing December of 2023 and with the final payment due for this software upgrade on December 15, 2027.
7. The contract with Mitchell Humphrey for the software upgrade entitled “FastTrackGov” will be awarded by Hardyston pursuant to NJSA 40A:11-5(D) for goods and services in support of a proprietary computer hardware and software system.
8. In the event of any disputes, same will be enforced by arbitration in accordance with the American Association of Arbitration with costs paid by the respective parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

ATTEST:

TOWNSHIP OF HARDYSTON

Jane Bakalarczyk, Clerk
Date:

Brian Kaminski, Mayor

ATTEST:

BOROUGH OF FRANKLIN

Darlene Tremont, Clerk

Date:

John Sowden, Mayor

ATTEST:

BOROUGH OF SUSSEX

Antoinette Smith, Clerk

Date:

Edward Meyer, Mayor

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, Clerk

Thomas S. Russo, Jr., Town Manager

ATTEST:

BOROUGH OF HAMBURG

Doreen Schott, Clerk

Richard Krasnomowitz, Mayor

ATTEST:

TOWNSHIP OF WANTAGE

Michel Restel, Acting Clerk

Join Morris, Mayor

Mitchell Humphrey Software Upgrade

Cost Breakdown

	Current CPM Annual Maintenance	% of total	Annually Over 5 years	Annual Maintenance	Total	Annual Payment	Total Project Cost
Hardyston	\$2,485.00	21.00%	\$5,319.30	\$6,930.00	\$12,249.30	\$9,764.30	\$48,821.50
Franklin	\$2,040.00	14.00%	\$3,546.20	\$4,620.00	\$8,166.20	\$6,126.20	\$30,631.00
Sussex*	\$1,975.00	12.00%	\$3,039.60	\$3,960.00	\$6,999.60	\$5,024.60	\$25,123.00
Newton**	\$3,390.00	25.00%	\$6,332.50	\$8,250.00	\$14,582.50	\$11,192.50	\$55,962.50
Hamburg	\$1,825.00	11.00%	\$2,786.30	\$3,630.00	\$6,416.30	\$4,591.30	\$22,956.50
Wantage	\$1,920.00	17.00%	\$4,306.10	\$5,610.00	\$9,916.10	\$7,996.10	\$39,980.50
	\$13,635.00	100.0%	\$25,330.00	\$33,000.00	\$58,330.00	\$44,695.00	\$223,475.00

*The increased annual maintenance costs (\$1,975) for years 2 -5 of the agreement are to be incorporated into their base contract amount for the contract term 2023-2027. Annual payment for years 2-5 \$3,039.60.

** Cost paid by excess fees collected/retained in 2022 and held in trust and paid over project contract term, no additional balance due

Project Cost Over 5 years	
Implementation & Installation	\$25,330.00
Annual Maintenance	\$33,000.00
Annual Cost	\$58,330.00
Total Cost	\$291,650.00



TOWN OF NEWTON

RESOLUTION #251-2023

**November 13, 2023 "Authorize the Execution of an Agreement
Between the Town of Newton and the
Newton Parking Authority"**

WHEREAS, on January 15, 1982, the Town Council of the Town of Newton adopted an Ordinance authorizing the execution of an agreement with the Newton Parking Authority for the purpose of dedicating revenue from certain parking meters to said Parking Authority; and

WHEREAS, such agreements between governmental agencies and authorities may be extended each year by adoption of a Resolution of the Governing Body; and

WHEREAS, at a regular meeting of the Newton Parking Authority conducted on November 2, 2023, the members of the Authority approved an appropriate agreement for calendar year 2024 and authorized the Chairman and the Secretary to execute said agreement;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Mayor and the Municipal Clerk are hereby authorized to execute said agreement with the Newton Parking Authority, dedicating revenue from certain parking meters to said Authority and describing certain services to be performed on behalf of the Authority by the Town of Newton during calendar year 2024.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk

AGREEMENT

THIS AGREEMENT is made this 1st day of January, 2024, between the **TOWN OF NEWTON**, a public body corporate of the State of New Jersey (hereinafter called the "Town"), having its office at 39 Trinity Street in the Town of Newton, County of Sussex, and State of New Jersey; and the **PARKING AUTHORITY OF THE TOWN OF NEWTON**, a public body corporate of the State of New Jersey (hereinafter called the "Authority"), having its office at 39 Trinity Street in the Town of Newton, County of Sussex, and State of New Jersey.

WHEREAS, the Authority has been in existence since August 10, 1953 and has the management and control of various parking lots within the Town of Newton under its jurisdiction, in and upon which the Authority has caused to be made certain substantial improvements; and

WHEREAS, the Authority wishes to receive the income presently received by the Town from, or with respect to, the parking of motor vehicles in the streets or otherwise; including funds collected in parking meters located in and along streets or otherwise; and

WHEREAS, the Town presently performs certain administrative, maintenance, and police services on behalf of the Authority in the operation and management of its offices and functions;

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and the mutual obligations herein, do hereby covenant and agree with the other as follows:

- 1) Commencing January 1, 2024 the Town pledges to the Authority and covenants and agrees with the Authority to pay to the Authority, all of any funds thereafter received by the Town for or with respect to the parking or storage of motor vehicles in the streets or otherwise; including funds collected from parking meters located in and along streets or otherwise.

Resolution & Agreement D-2023

2) The Town shall perform all administrative, maintenance, and police services required to be performed by the Authority, for the Authority; including, but not limited to, bookkeeping, secretarial work, investment counseling, snow removal, cleaning, striping, and enforcement of Ordinances, rules and regulations related to the operation of the parking lots owned and operated by the Authority; and employment of two part-time individuals for Spring Street foot patrol and meter enforcement duties.

3) The Authority shall pay to the Town the sum of fifty-eight thousand dollars (\$58,000.00) per year for rendering of said services. Said fifty-eight thousand dollars (\$58,000.00) shall be due and payable quarterly as follows:

Fourteen thousand five hundred dollars (\$14,500.00) commencing on the first day of March, 2024; and a like sum on the first day of June, 2024; the first day of September, 2024; and the first day of December, 2024. This Agreement may be terminated by either party upon ninety (90) days written notice to the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, and their respective seals to be hereunto affixed and attested to on the day and year first above written.

TOWN OF NEWTON

Michelle J. Teets, Mayor

ATTEST:

Teresa A. Oswin, RMC
Municipal Clerk

**PARKING AUTHORITY OF
THE TOWN OF NEWTON**

ATTEST:

Thomas S. Russo, Jr.
Parking Authority Secy.



TOWN OF NEWTON

RESOLUTION #252-2023

November 13, 2023 "Resolution in Support of the Issuance of a Class 5 Cannabis Retailer License to Curiosity Cannabis, LLC"

WHEREAS, with the adoption on June 28, 2021 of Ordinance No. 2021-12 and, on July 12, 2021, of Ordinance No. 2021-13, the Town of Newton did, pursuant to Section 31a of P.L. 2021, c. 16 (known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" – "the Act"), amend its zoning code ("Town Zoning Code") to permit adult-use cannabis establishments to operate within its municipal boundaries; and

WHEREAS, the Town Zoning Code was amended, revised, and supplemented to allow for Class 5 Cannabis Retailer Licensees ("Cannabis Retailers"), as defined by the Act; and

WHEREAS, the Town Zoning Code does restrict Cannabis Retailers to certain zoning districts within the Town of Newton and, subject to specific conditions and standards, the Town Zoning Code does permit Cannabis Retailers as a conditional use in the Town; and

WHEREAS, Curiosity Cannabis, LLC is registered to do business in the State of New Jersey; and

WHEREAS, Curiosity Cannabis, LLC applied to the State of New Jersey, Cannabis Regulatory Commission (the "Cannabis Regulatory Commission") for a Class 5 Cannabis Retailer License, which is a type of cannabis business license that the Town of Newton has specifically authorized to operate within its jurisdiction; and

WHEREAS, the application of Curiosity Cannabis, LLC, for conditional use approval, site plan approval and waiver/exception for the proposed Class 5 Retailer location was heard by the Town of Newton Planning Board on May 17, 2023 and Resolution No. PB-3-2023 granting conditional use approval, site plan approval, and waiver/exception for the proposed Class 5 Cannabis Retailer location was duly adopted on June 21, 2023, upon stated terms and conditions; and

WHEREAS, the Town Manager, Town Planner, and Town Attorney of the Town of Newton have reviewed the application of Curiosity Cannabis, LLC for the issuance of a Class 5 Cannabis Retailer License to Curiosity Cannabis, LLC for operation at 70-72 Mill Street, the Town of Newton Planning Board Resolution PB-3-2023 and considered the proposed operation by Curiosity Cannabis, LLC, with regard to safety, security, odor control, and other factors as required by the regulations of the Cannabis Regulatory Commission;

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 Cannabis Regulatory Commission may deem this Resolution to be both proof of local support and evidence of municipal preference by the Town of Newton for the issuance of a Cannabis Class 5 Retailer License to Curiosity Cannabis, LLC, or its corporate successor in interest, pursuant to the Commission's Rules and Final Notice of Application Acceptance; and

BE IT FURTHER RESOLVED, that such licenses are subject to compliance with all of the terms and conditions as set forth in Town of Newton Planning Board Resolution PB-3-2023, the rules and regulations of the Cannabis Regulatory Commission, and such Ordinances as are made and provided in and for the Town of Newton regarding operation of a Class 5 Cannabis Retailer License including the hours of operation set forth in Ordinance 2021-13.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #253-2023

November 13, 2023 "Approval of the Execution of a Shared Services Agreement with Frankford Township to Provide Animal Control Services for Calendar Year 2024"

WHEREAS, the Township of Frankford ("Frankford") wishes to obtain animal control services 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 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 for the period commencing January 1, 2024 through and including December 31, 2024; 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 January 1, 2024 through December 31, 2024.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk

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 ___ day of _____, 2023 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, 2024, 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. See also Appendix A attached.

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 8:30 a.m. and 4:30 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 Ten Thousand (\$10,000.00) 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 January 1, 2024 through December 31, 2024 the payment schedule will be quarterly as follows:

January 1, 2024 - \$2,500.00

April 1, 2024 - \$2,500.00

July 1, 2024 - \$2,500.00

October 1, 2024 - \$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:

TOWNSHIP OF FRANKFORD

Lori Nienstedt, MBA, RMC
Administrator, Municipal Clerk

Emery Castimore, Jr.
Mayor

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC
Municipal Clerk

Michelle J. Teets
Mayor

Newton and Frankford Animal Control Shared Services Agreement

Attachment "A"

The Town of Newton maintains one (1) full-time certified animal control officer during the workday and one part-time to assist with off-duty call outs, providing clients with an "on duty" service from 8:30 am through 4:30 pm, Monday through Friday. Experience shows that animal control calls are prevalent during late afternoon-early evening, when pet owners come home from work and situations unfold. ACO will be used in this Agreement to stand for Animal Control Officer.

The Town of Newton makes an estimate of the number of off-duty call outs that can be expected from a community during a given calendar year and charges a flat rate accordingly for that year's ACO and pound service. The fee for the twenty-four (24) off-duty call outs per year is included in the base price referenced in this Agreement. Thereafter, each call out would be assessed an additional One Hundred Dollars (\$100.00) per call. Any assessed additional fees for off-duty call outs will be invoiced at the end of each month.

As a cost saving measure, the Town of Newton identifies "emergency" or "non-emergency" situations for animal control. When the Town of Newton has an ACO on duty, Newton will respond to any request for animal control in the Recipient's community. During off-duty hours (evenings, holidays, weekends), the Town of Newton will request that the Recipient's Police Department and/or Animal Control Officer make a professional judgment regarding whether or not the request for animal control service warrants; if so, it shall be considered as an "emergency" situation.

Situations involving a dog barking complaint do not require a physical response from an ACO during off-duty hours. Neither does a complaint about a dog running at large, if the dog is not causing damage, danger or harm to any person or any animal. Both of these situations could be deemed to be "non-emergency" and dealt with as follow up activity during the next regular workday. Similarly, concerns that people may have regarding seeing a skunk or raccoon during an evening would not warrant an immediate response, as both of these animals are nocturnal by nature.

If a person calls to report a habitual "dog running loose" situation during off hours, it is likely that if a response is offered that same night, the dog would already be gone and the expense of the call out would be wasted. In such instance, the Town of Newton would offer to work with the person complaining to identify likely days and hours that a special patrol would take place in the coming several weeks, so that if the dog is seen, an immediate response can be made when the person telephones with a request for service.

"Emergency" situations are clear cut in most situations. For example, but not limited to, any situation involving an animal bite or scratch that affects a person or another animal; any time a person is confronted with a situation in which they believe that their personal safety is being threatened; any situation in which a member of the public has reason to suspect that an animal may have rabies. All of these situations warrant an immediate response, regardless of the time of day or the day of the week.

There will, of course, be some situations in which it is difficult to decide whether or not the request involves an emergency or non-emergency situation. The Town of Newton requests the police officer or other designated client representative to make a professional judgment based on the situation. If the police officer or other designated client representative is not sure, then treat it as an emergency situation and the Town of Newton ACO will respond.



TOWN OF NEWTON

RESOLUTION #254-2023

November 13, 2023 "Approval of the Execution of a Shared Services Agreement with Sussex Borough to Provide Animal Control Services for Calendar Year 2024"

WHEREAS, the Borough of Sussex ("Sussex") wishes to obtain animal control services from the Town of Newton ("Newton"); and

WHEREAS, the Town of Newton ("Newton") is willing to enter into a Shared Services Agreement with Sussex to provide the requested animal control services to Sussex; 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 for the period commencing January 1, 2024 through and including December 31, 2024; 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 Borough of Sussex to provide animal control services to Sussex for the Period of January 1, 2024 through December 31, 2024.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk

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 Borough of Sussex, a body politic, with offices located at 2 Main Street, Sussex, NJ 07461.

WITNESSETH:

The Town of Newton (hereinafter referred to as "NEWTON") and the Borough of Sussex (hereinafter referred to as "SUSSEX") (collectively referred to as the "Parties") have agreed this ___ day of _____, 2023 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) calendar 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 SUSSEX, if requested, with Animal Control Services for an additional period of ninety (90) calendar days and SUSSEX 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 SUSSEX 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 shall have authority to regulate the overall departmental performance. The oversight and 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 SUSSEX'S choice and any applicable fees including but not limited to impoundment, trap-neuter-release, veterinarian bills, medical care bills and euthanasia, shall be borne by the municipality in which the animal was apprehended. The Newton Town Manager or his designee shall handle any public complaints involving the performance of the Animal Control Officer (hereinafter referred to as "ACO") and any and all support staff. If either respective municipality is dissatisfied with the performance of the department, a mutual Agreement as to appropriate "action" will be determined. See also Appendix A attached.

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 SUSSEX, 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 SUSSEX.

B. Responding between 8:30 a.m. and 4:30 p.m., Monday through Friday, to routine and non-routine problems, questions, or issues of animal control, reported by the public or SUSSEX.

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 SUSSEX.

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 SUSSEX 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. There shall be a minimum attendance at one (1) SUSSEX Governing Body meeting per calendar year and as often as requested by the SUSSEX Governing Body, but in no event, no more than three (3) SUSSEX Governing Body meetings per calendar year, which shall be compensated by SUSSEX.

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

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 SUSSEX'S Trap/Neuter/Release program at their request. The ACO's time shall be compensated by NEWTON. Any and all other costs including, but not limited to, materials, postage, and publicity shall be borne by the SUSSEX.

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

SUSSEX 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 SUSSEX, 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 SUSSEX TOWNSHIP

In consideration of this service, SUSSEX shall pay to NEWTON Twelve Thousand (\$12,000.00) Dollars for the contract term specified herein.

5.2 QUARTERLY PAYMENTS BY SUSSEX TO NEWTON

A. SUSSEX shall provide sufficient funds in their budgets to cover contract costs.

B. For the period of January 1, 2024 through December 31, 2024 NEWTON will receive quarterly pro-rated payments in the amount of \$3,000.00 from SUSSEX for the period in question:

January 1, 2024 - \$3,000.00

April 1, 2024 - \$3,000.00

July 1, 2024 - \$3,000.00

October 1, 2024 - \$3,000.00

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

C. Failure by SUSSEX 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 SUSSEX 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 SUSSEX 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 written advance notification, except that this Agreement may be terminated by SUSSEX upon ninety (90) calendar days' written notice if NEWTON retains a new ACO that is not acceptable to SUSSEX, 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) calendar days written notice to SUSSEX, to terminate this Agreement and shall be held harmless by SUSSEX 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.
- D. SUSSEX will pay all outstanding invoices for services to NEWTON rendered to SUSSEX prior to cancellation of this Agreement.

9. INDEMNIFICATION

SUSSEX shall not be liable for any negligent, reckless, or intentional acts or omissions of NEWTON and NEWTON shall indemnify, defend, and hold SUSSEX 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 (3rd) person against SUSSEX 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 SUSSEX, SUSSEX will defend the Agreement and SUSSEX 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. SUSSEX 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 SUSSEX'S approval of this Agreement naming NEWTON as an additional insured. NEWTON will cause SUSSEX 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 SUSSEX, NEWTON personnel shall receive subject matter and specific information from SUSSEX. In addition, the Township Attorney of SUSSEX shall provide legal advice, guidance, and representation to NEWTON personnel on specific matters pertaining to SUSSEX, 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 SUSSEX 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 SUSSEX 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 SUSSEX, SUSSEX 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:

BOROUGH OF SUSSEX

Antoinette Smith, RMC
Municipal Clerk

Edward Meyer, Mayor

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC
Municipal Clerk

Michelle J. Teets, Mayor

Newton and Sussex Animal Control Shared Services Agreement

Attachment "A"

The Town of Newton maintains one (1) full-time certified animal control officer during the workday and one part-time to assist with off-duty call outs, providing clients with an "on duty" service from 8:30 am through 4:30 pm, Monday through Friday. Experience shows that animal control calls are prevalent during late afternoon-early evening, when pet owners come home from work and situations unfold. ACO will be used in this Agreement to stand for Animal Control Officer.

The Town of Newton makes an estimate of the number of off-duty call outs that can be expected from a community during a given calendar year and charges a flat rate accordingly for that year's ACO and pound service. The fee for the twenty-four (24) off-duty call outs per year is included in the base price referenced in this Agreement. Thereafter, each call out would be assessed an additional One Hundred Dollars (\$100.00) per call. Any assessed additional fees for off-duty call outs will be invoiced at the end of each month.

As a cost saving measure, the Town of Newton identifies "emergency" or "non-emergency" situations for animal control. When the Town of Newton has an ACO on duty, Newton will respond to any request for animal control in the Recipient's community. During off-duty hours (evenings, holidays, weekends), the Town of Newton will request that the Recipient's Police Department and/or Animal Control Officer make a professional judgment regarding whether or not the request for animal control service warrants; if so, it shall be considered as an "emergency" situation.

Situations involving a dog barking complaint do not require a physical response from an ACO during off-duty hours. Neither does a complaint about a dog running at large, if the dog is not causing damage, danger or harm to any person or any animal. Both of these situations could be deemed to be "non-emergency" and dealt with as follow up activity during the next regular workday. Similarly, concerns that people may have regarding seeing a skunk or raccoon during an evening would not warrant an immediate response, as both of these animals are nocturnal by nature.

If a person calls to report a habitual "dog running loose" situation during off hours, it is likely that if a response is offered that same night, the dog would already be gone and the expense of the call out would be wasted. In such instance, the Town of Newton would offer to work with the person complaining to identify likely days and hours that a special patrol would take place in the coming several weeks, so that if the dog is seen, an immediate response can be made when the person telephones with a request for service.

"Emergency" situations are clear cut in most situations. For example, but not limited to, any situation involving an animal bite or scratch that affects a person or another animal; any time a person is confronted with a situation in which they believe that their personal safety is being threatened; any situation in which a member of the public has reason to suspect that an animal may have rabies. All of these situations warrant an immediate response, regardless of the time of day or the day of the week.

There will, of course, be some situations in which it is difficult to decide whether or not the request involves an emergency or non-emergency situation. The Town of Newton requests the police officer or other designated client representative to make a professional judgment based on the situation. If the police officer or other designated client representative is not sure, then treat it as an emergency situation and the Town of Newton ACO will respond.



TOWN OF NEWTON

RESOLUTION #255-2023

November 13, 2023 **“Approval of the Execution of a Shared Services Agreement with Hardwick Township to Provide Animal Control Services from November 1, 2023 through and including January 31, 2024”**

WHEREAS, the Township of Hardwick (“Hardwick”) wishes to obtain animal control services from the Town of Newton (“Newton”); and

WHEREAS, the Town of Newton (“Newton”) is willing to enter into a Shared Services Agreement with Hardwick to provide the requested animal control services to Hardwick; 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 for the period commencing November 1, 2023 through and including January 31, 2024; 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 Hardwick to provide animal control services to Hardwick for the Period of November 1, 2023 through and including January 31, 2024.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk

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 Hardwick, a body politic, with offices located at 40 Spring Valley Road, Hardwick, NJ 07825.

WITNESSETH:

The Town of Newton (hereinafter referred to as "NEWTON") and the Township of Hardwick (hereinafter referred to as "HARDWICK") (collectively referred to as the "Parties") have agreed this ___ day of _____, 2023 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 January 31, 2024, 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) calendar 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 HARDWICK, if requested, with Animal Control Services for an additional period of ninety (90) calendar days and HARDWICK 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 HARDWICK 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 shall have authority to regulate the overall departmental performance. The oversight and 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 HARDWICK'S choice and any applicable fees including but not limited to impoundment, trap-neuter-release, veterinarian bills, medical care bills and euthanasia, shall be borne by the municipality in which the animal was apprehended. The Newton Town Manager or his designee shall handle any public complaints involving the performance of the Animal Control Officer (hereinafter referred to as "ACO") and any and all support staff. If either respective municipality is dissatisfied with the performance of the department, a mutual Agreement as to appropriate "action" will be determined. See also Appendix A attached.

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 HARDWICK, 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 HARDWICK.

B. Responding between 8:30 a.m. and 4:30 p.m., Monday through Friday, to routine and non-routine problems, questions or issues of animal control, reported by the public or HARDWICK.

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 HARDWICK.

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 HARDWICK 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. There shall be a minimum attendance at one (1) HARDWICK Governing Body meeting per calendar year and as often as requested by the HARDWICK Governing Body, but in no event, no more than three (3) HARDWICK Governing Body meetings per calendar year, which shall be compensated by HARDWICK. NEWTON shall also provide HARDWICK with monthly activity reports sent via electronic mail as part of this agreement.

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

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 HARDWICK'S Trap/Neuter/Release program at their request. The ACO's time shall be compensated by NEWTON. Any and all other costs including, but not limited to, materials, postage, and publicity shall be borne by the HARDWICK.

M. ACO to provide monthly reports and report/phone call log summary in writing to the Hardwich Township Committee either via email to nmeuse@hardwick-nj.us and Town Clerk at clerk@hardwick-nj.us or send copies via USPS.

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

HARDWICK 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 HARDWICK, 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 HARDWICK TOWNSHIP

In consideration of this service, HARDWICK shall pay to NEWTON Two Thousand Five Hundred (\$2,500.00) Dollars for the contract term specified herein.

5.2 QUARTERLY PAYMENTS BY HARDWICK TO NEWTON

A. HARDWICK shall provide sufficient funds in their budgets to cover contract costs.

B. For the period of October 30, 2023 through January 31, 2024, NEWTON will receive monthly pro-rated payments from HARDWICK for the periods in question:

November 1, 2023 - \$833.34 (for the month of November 2023)

December 1, 2023 - \$833.33 (for the month of December 2023)

January 1, 2024 - \$833.33 (for the month of January 2024)

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

C. Failure by HARDWICK 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 HARDWICK 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 HARDWICK 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 written advance notification, except that this Agreement may be terminated by HARDWICK upon ninety (90) calendar days' written notice if NEWTON retains a new ACO that is not acceptable to HARDWICK, 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) calendar days written notice to HARDWICK, to terminate this Agreement and shall be held harmless by HARDWICK 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.

D. HARDWICK will pay all outstanding invoices for services to NEWTON rendered to HARDWICK prior to cancellation of this Agreement.

9. INDEMNIFICATION

HARDWICK shall not be liable for any negligent, reckless, or intentional acts or omissions of NEWTON and NEWTON shall indemnify, defend and hold HARDWICK 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 (3rd) person against HARDWICK 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 HARDWICK, HARDWICK will defend the Agreement and HARDWICK 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. HARDWICK 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 HARDWICK'S approval of this Agreement naming NEWTON as an additional insured. NEWTON will cause HARDWICK 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 HARDWICK, NEWTON personnel shall receive subject matter and specific information from HARDWICK. In addition, the Township Attorney of HARDWICK shall provide legal advice, guidance and representation to NEWTON personnel on specific matters pertaining to HARDWICK, 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 HARDWICK 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 HARDWICK 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 HARDWICK, HARDWICK 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:

TOWNSHIP OF HARDWICK

Kristin Shipps, RMC
Municipal Clerk

Chris Jacksic, Mayor

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC
Municipal Clerk

Michelle J. Teets, Mayor



TOWN OF NEWTON

RESOLUTION #256-2023

November 13, 2023 “Refund of Redemption Monies to Outside Lien Holder for Block 9.03, Lot 2, also known as 67 Water Street”

WHEREAS, at the Municipal Tax Sale held on October 18, 2023 a lien was sold on Block 9.03, Lot 2, also known as 67 Water Street for 2022 delinquent utilities; and

WHEREAS, this lien, known as Tax Sale Certificate #2023-002 was sold to NJSL 301, LLC for a 3% redemption fee; and

WHEREAS, the owner has affected the redemption of Certificate #2023-002 in the amount of \$268.32;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges NJSL 301, LLC is entitled to a redemption in the amount of \$268.32; and

BE IT FURTHER RESOLVED, the Town Council of the Town of Newton confirms and acknowledges the Tax Collector shall issue a check in the amount of \$268.32 for the redemption of Certificate #2023-002 to NJSL 301 LLC, 650 E. Palisades Ave., Ste. 2 #258, Englewood Cliffs, NJ 07632.

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #257-2023

November 13, 2023 "Approve 2023 Appropriation Transfers"

BE IT RESOLVED, by the Town Council of the Town of Newton that the following 2023 appropriation transfers be approved effective this date:

<u>From</u> CURRENT	AMOUNT	<u>To</u>	<u>Amount</u>
Manager S&W	4,000.00	Human Resources S&W	3,000.00
Town Council S&W	2,000.00	LOSAP	5,000.00
Clerk S&W	4,000.00	Clerk OE	4,125.00
Elections OE	4,125.00	Road S&W	6,750.00
Finance S&W	1,000.00	Snow Removal S&W	10,000.00
Code Enforcement S&W	4,000.00	Shade Tree OE	1,300.00
Police S&W	43,650.00	Omnibus Drivers S&W	1,000.00
Court S&W	3,000.00	Parks & Playgrounds S&W	600.00
		Parks & Playgrounds OE	4,000.00
		PFRS	18,000.00
		Utility OE	10,000.00
		Animal Control OE	2,000.00
TOTAL CURRENT TRANSFERS	\$65,775.00		\$65,775.00

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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #258-2023

November 13, 2023 "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 2022 and 2023 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 special meeting of said Governing Body conducted on Monday, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 11/13/2023 For bills from 11/04/2023 to 11/09/2023

Check#	Vendor	Description	Payment	Check Total
9536	2799 - AFLAC	PO 64617 Oct 2023 - Vol Ben - Disability, Hospit	2,288.16	2,288.16
9537	3006 - AG CHOICE, LLC.	PO 63578 B: Leaf Pickup	145.00	145.00
9538	3897 - AMAZON CAPITAL SERVICES	PO 64543 Department SUPPLIES	87.12	
		PO 64560 10/30/23 - Report Covers	14.84	
		PO 64560 10/30/23 - Report Covers	9.89	
		PO 64570 Ruggedized Network Radio and Duty Gear	709.14	820.99
9539	3869 - AMERICAN FIDELITY ASSURANCE	PO 64607 Oct 2023 - Vol Benefits - LTD, Critical	562.22	562.22
9540	3868 - AMERICAN FIDELITY ASSURANCE COMPANY	PO 64608 FSA - Voluntary - Oct 12th & 26th	670.82	670.82
9541	3793 - ATLANTIC PLUMBING SUPPLY INC.	PO 64341 NJDOT Steel Riser - Merriam Avenue	748.38	748.38
9542	2757 - ATLANTIC TACTICAL INC.	PO 63876 BODY ARMOR VESTS FLEMING QUOTE #8077634	1,304.98	1,304.98
9543	4230 - BEACON ATHLETICS LLC	PO 64246 Baseball/Safety - Fence Guard	1,515.00	1,515.00
9544	1132 - BOONTON TIRE SUPPLY INC.	PO 64041 B: PD VEHICLE REPAIR	1,445.69	1,445.69
9545	3355 - BRAEN STONE SPARTA	PO 64550 Mix I5 /WATER Leak Mill Street	298.78	
		PO 64595 Pipe Sand /WATER Leaks	640.16	938.94
9546	4764 - BREN-BUZIL, VALENTINA	PO 64597 UKRAINIAN TRANSLATION	170.00	170.00
9547	702 - C W A LOCAL 1032	PO 64609 Police Dispatch Dues - OCT 2023	290.10	290.10
9548	3893 - CAMPBELL SUPPLY OF SUSSEX CTY LLC	PO 64541 TRK RPR/#6 - Airleak	2,229.74	2,229.74
9549	192 - CAMPBELL'S SMALL ENGINE INC.	PO 64547 Landscaping/ Parks	98.50	98.50
9550	3770 - CINTAS	PO 63797 B: Water Filtration/Cooler/Cleaning (Jun	135.00	
		PO 63797 B: Water Filtration/Cooler/Cleaning (Jun	45.00	180.00
9551	4138 - CONSTELLATION NEWENERGY -GAS DIV	PO 62843 B: ELECTRIC	13,664.86	
		PO 62843 B: ELECTRIC	6,466.01	20,130.87
9552	1632 - COOPER ELECTRIC SUPPLY CO.	PO 64539 4 Bank Chargers for FD	516.00	516.00
9553	155 - COYNE CHEMICAL CORP., INC.	PO 62882 B: Liq Hydroflusilic Acid (\$9500.00 @ \$7	905.13	905.13
9554	286 - CURRENT ACCOUNT	PO 64605 MOVE WEISS TOWN INTEREST TO CURR REFEND	1.83	1.83
9555	4610 - DATAMARS, INC.	PO 64574 ACO MICROCHIPS	377.94	377.94
9556	4701 - EFFECTIVE FITNESS COMBATIVES LLC	PO 64599 EFC COURSE	1,120.00	1,120.00
9557	4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC.	PO 62813 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	5,119.28	
		PO 62813 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	323.94	5,443.22
9558	1707 - FINKLE, DANIEL	PO 64569 Reimburse Annual NewtonOEM.com/NewtonOEM	24.00	24.00
9559	4635 - FRANKLIN SUSSEX AUTO MALL, INC.	PO 64598 Truck Vough/ Straway Recalls and Service	1,113.79	1,113.79
9560	3318 - FREDON ANIMAL HOSPITAL	PO 64554 Animal Control Medical Fees	247.50	
		PO 64556 TNR treatment	109.25	356.75
9561	373 - GALLS, LLC	PO 64457 OEM Duty Gear	284.51	284.51
9562	4755 - GATES FLAG & BANNER COMPANY INC.	PO 64452 Hometown Heros Banner for FOH event	100.00	100.00
9563	230 - HAYEK'S MARKET INC.	PO 64555 Working lunch - NPP	15.87	
		PO 64555 Working lunch - NPP	10.58	
		PO 64581 FOH boxed lunches 75	1,012.50	
		PO 64586 2023 - Costume Contest Award lunch	45.22	
		PO 64586 2023 - Costume Contest Award lunch	30.14	
		PO 64601 Working lunch - Election Day	14.19	
		PO 64601 Working lunch - Election Day	9.46	1,137.96
9564	3876 - HOLLAND COMPANY, INC.	PO 62877 B: EPIC 2400 (\$149,000 @ \$5.71/Gal) Jan	11,494.23	11,494.23
9565	1866 - HOME DEPOT, INC.	PO 64587 BLINDS FOR COMMUNITY DEVELOPMENT OFFICE	684.39	
		PO 64589 November 2 & 6 Invoices/ Supplies	60.82	
		PO 64589 November 2 & 6 Invoices/ Supplies	47.95	793.16
9566	4620 - HQW ARCHITECTS, LLC.	PO 64045 Fire House 1 Project	8,910.00	8,910.00
9567	332 - J & D SALES & SERVICE, LLC.	PO 62971 RECYLC MAINT RENEW 1/2023 - 12/2023	225.00	225.00
9568	113 - JCP&L	PO 62857 B: ELECTRIC	6,723.04	6,723.04
9569	3067 - JERSEY SHIRTS & DESIGNS	PO 64178 CODE UNIFORMS	375.00	375.00
9570	3644 - JOHNNY ON THE SPOT, LLC.	PO 63084 Park Porta John Rental - Jan to Dec 2023	1,766.98	1,766.98
9571	3644 - JOHNNY ON THE SPOT, LLC.	PO 63084 Park Porta John Rental - Jan to Dec 2023	87.50	87.50
9572	4211 - JOSEPH D CALABRESE	PO 62791 B: LOGISTICS FOR SPECIAL EVENTS	125.00	125.00
9573	4211 - JOSEPH D CALABRESE	PO 62791 B: LOGISTICS FOR SPECIAL EVENTS	100.00	100.00
9574	4211 - JOSEPH D CALABRESE	PO 62791 B: LOGISTICS FOR SPECIAL EVENTS	125.00	125.00
9575	4556 - LOGAN, ERIN	PO 64571 Social Media Training Sessions - 5 peopl	750.00	750.00
9576	2300 - LOWE'S , INC.	PO 64548 Flexco Edgin 120'	82.63	
		PO 64590 Townhall Spls/ Window	71.21	153.84
9577	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 62881 B: Liq Sodium Hypochlorite (\$30,000 @ \$3	2,145.00	2,145.00
9578	3895 - MI RANCHO MEXICAN GRILL	PO 64564 PRIZE FOR RUNNER UP - TRUNK OR TREAT - H	30.00	
		PO 64564 PRIZE FOR RUNNER UP - TRUNK OR TREAT - H	45.00	75.00

List of Bills - CLEARING/CLAIMS

Meeting Date: 11/13/2023 For bills from 11/04/2023 to 11/09/2023

Check#	Vendor	Description	Payment	Check Total
9579	4381 - MID-AMERICAN ELEVATOR CO., INC.	PO 62973 B: ELEVATOR MAINT (TH & POLICE) Jan - De	500.00	500.00
9580	1290 - MUNIDEX, INC.	PO 64561 Pet License software for 2024	3,550.00	3,550.00
9581	700 - NEWTON PATROLMANS ASSOCIATION	PO 64612 PBA DUES - Oct 2023	720.00	720.00
9582	3979 - NEWTON PIZZA	PO 64563 10/31/2023 - Staff Halloween Event - Piz	35.40	
		PO 64563 10/31/2023 - Staff Halloween Event - Piz	53.10	88.50
9583	1745 - NEWTON SUPERIOR OFFICERS	PO 64613 SOA DUES - OCT 2023	420.00	420.00
9584	2882 - ONE CALL CONCEPTS, INC.	PO 62805 B: ONE CALL MESSAGES	113.70	113.70
9585	4383 - OPTIMUM	PO 62799 B: DIGITAL CONVERTERS & DTA'S	187.30	187.30
9586	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 62844 B: SLUDGE DISPOSAL A/C #12701 (\$102	6,804.00	6,804.00
9587	64 - FELLOW, HAROLD & ASSO, INC.	PO 62589 Firehouse 1 Renovations - Engineering	207.00	
		PO 63193 B: WATER ENGINEER (not to exceed \$47,000	4,676.07	
		PO 63956 Water Study - Flooding issues in Nelson	5,580.25	
		PO 64567 CR 519 INSPECTION FEES & CONSTRUCTION LA	7,677.50	
		PO 64568 ENGINEERING NEW HAMPSIRE ST WATER/SEWER	1,317.00	
		PO 64604 ENGINEERING -SEPT	185.50	19,643.32
9588	64 - FELLOW, HAROLD & ASSO, INC.	PO 64604 ENGINEERING -SEPT	2,749.88	
		PO 64604 ENGINEERING -SEPT	531.50	3,281.38
9589	4204 - PLANET NETWORKS INC.	PO 62784 B: INTERNET TH	159.95	
		PO 62786 B: PHONE SYSTEM HOSTING A/C #636370393	2,556.15	
		PO 62787 B: LICENSE STREAMING MEDIA SVC A/C #636	49.95	
		PO 62822 B: INTERNET/WEB HOSTING/FIREWALL POLICE	2,959.44	5,725.49
9590	4126 - PROFESSIONAL CONSULTING INC.	PO 62782 B: SEWER ENGINEER (\$179/HR NOT TO EXCE	6,051.00	
		PO 64602 W/S ENGINEERING -OCT	10,168.00	16,219.00
9591	4273 - QUADIENT INC.	PO 64517 INK CART POSTAGE MACH IX3-5-7 HI CAP Se	200.45	200.45
9592	39 - QUILL CORPORATION	PO 62852 B: NPD OFFICE SUPPLIES	134.26	134.26
9593	3679 - REISINGER OXYGEN SERVICE, INC.	PO 64583 OXYGEN A/C #05587	48.18	48.18
9594	4399 - Rileighs Outdoor LLC	PO 64484 HOLIDAY WREATHS - INSTALL AND STORAGE	8,121.30	8,121.30
9595	3849 - ROK INDUSTRIES, INC	PO 64573 ELECTRONIC TAX SALE	330.00	330.00
9596	126 - SCMUA	PO 62819 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	10.00	
		PO 62819 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	763.20	
		PO 62819 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	603.20	1,376.40
9597	2145 - SEELY BROTHERS, INC.	PO 64558 Replace Qty 25 Flags to replace ripped f	459.25	459.25
9598	4761 - SMARSH INC.	PO 64527 Social Media Archiving Service - 2024 (i	1,548.00	
		PO 64527 Social Media Archiving Service - 2024 (i	1,032.00	2,580.00
9599	718 - STAMP FULFILLMENT	PO 64562 3 BOXES POSTAGE PAID ENVELOPES FINANCE	790.70	790.70
9600	2257 - STAPLES	PO 62853 : NPD OFFICE SUPPLIES	233.87	
		PO 64516 Ink and supplies for office	385.51	
		PO 64519 Receipt Books	58.74	
		PO 64594 DPW Office	351.76	1,029.88
9601	4759 - SUMMIT DRILLING	PO 64485 REFUND ESCROW BAL	616.50	616.50
9602	3442 - SUNLIGHT GENERAL	PO 62806 B: ELECTRIC DPW/STP	433.90	
		PO 62806 B: ELECTRIC DPW/STP	866.05	1,299.95
9603	102 - SUSSEX CAR WASH INC	PO 62870 B: CAR WASHES	192.00	192.00
9604	1214 - SUSSEX CO.ASSOC.-CHIEFS-POLICE	PO 64600 2024 DUES AND TRAINING	1,100.00	1,100.00
9605	3603 - SUSSEX COUNTY COMMUNITY COLLEGE	PO 64610 2023 Staff & Professionals Holiday Lunch	1,800.00	1,800.00
9606	371 - T.A. MOUNTFORD COMPANY, INC.	PO 64591 COPIER CONTRACT MORRIS LAKE 9/1/2023 to	250.00	
		PO 64592 DPW COPIER ANNUAL SVC CONTRACT 8/2023 to	375.00	625.00
9607	4278 - TEXAS LIFE INSURANCE COMPANY	PO 64614 Oct 2023 - Life Insurance	35.45	35.45
9608	676 - THE EQUITABLE	PO 64611 Equitable - Def Comp - Oct 26 & Nov 9, 2	12,470.00	12,470.00
9609	2675 - TIRE KING, INC.	PO 64593 Trailer Landscape TIRE/Front Rpr	1,527.92	1,527.92
9610	2880 - TRACTOR SUPPLY	PO 64549 Machine Rpr Spls card ending #7200	129.80	
		PO 64553 Supplies for TNR program	53.96	183.76
9611	691 - TRANS WORLD ASSURANCE CO.	PO 64615 TWA - Voluntary Life - OCT 2023	400.00	400.00
9612	2781 - TRIMBOLI & PRUSINOWSKI, LLC.	PO 62801 B: LABOR ATTORNEY (\$170/HR NOT TO EXCE	2,907.00	2,907.00
9613	4152 - UNITED SITE SERVICES, INC	PO 62845 B: CHEMICAL WASTE REMOVAL WTP A/C #7473	498.33	
		PO 62861 B: SLUDGE REMOVAL STP A/C #74732 (\$1	12,398.40	12,896.73
9614	1469 - UNIVERSAL SUPPLY GROUP INC.	PO 64588 Air Filters/Building Main/EquipMain	469.03	469.03
9615	1257 - UNUM LIFE/DISABILITY INSUR	PO 64616 UNUM - Voluntary - LTD - OCT 2023	746.12	746.12
9616	2716 - UPSEU LOCAL 424J	PO 64620 DPW - Monthly Dues - OCT 2023	672.00	672.00
9617	1739 - VERIZON CONNECT	PO 64575 VEHICLE TRACKING ACCT #100000172484	113.70	113.70
9618	1500 - WALMART	PO 64606 Paper for FOH names	22.32	22.32
9619	2657 - WEATHER WORKS, INC.	PO 64584 WEATHER ALERT CONTRACT (12/1-11/30/24) *	325.00	325.00

List of Bills - CLEARING/CLAIMS

Meeting Date: 11/13/2023 For bills from 11/04/2023 to 11/09/2023

Check#	Vendor	Description	Payment	Check Total
9620	633 - WEIS MARKETS, INC.	PO 64559 Waters and Pumpkin Carving winner giftca	44.16	44.16
9621	4271 - WEIS MARKETS, INC.	PO 64572 REFUND ESCROW BALANCE	3,068.92	3,068.92
9622	382 - WELDON ASPHALT COMPANY, INC.	PO 63002 B: Street Materials/Road Patching	1,244.45	1,244.45
9623	4606 - WINOWSKI RICHARD	PO 64520 Entertainment for Holiday Luncheon 12/1	200.00	200.00
9624	3726 - WITMER PUBLIC SAFTEY GROUP, iINC.	PO 63742 NPD WEAPON SUPPLIES QUO102652	77.18	77.18
TOTAL				194,129.57

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	2,736.22			
01-201-20-110-200	TOWN COUNCIL - OTHER EXPENSES	1,800.00			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	412.45			
01-201-20-130-200	FINANCE ADMINISTRATION - OTHER EXPENSES	790.70			
01-201-20-145-200	COLLECTION OF TAXES - OTHER EXPENSES	330.00			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	7,688.28			
01-201-20-165-200	ENGINEERING - OTHER EXPENSES	5,634.25			
01-201-20-175-200	HISTORIC COMMISSION - OTHER EXPENSES	234.00			
01-201-22-196-200	CODE ENFORCEMENT - OTHER EXPENSES	58.74			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	2,459.06			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	3,327.57			
01-201-25-252-200	EMERGENCY MANAGEMENT - OTHER EXPENSES	1,017.65			
01-201-25-255-200	FIRE DEPARTMENT - OTHER EXPENSES	693.12			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	2,369.25			
01-201-26-298-200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	131.50			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	2,738.83			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	3,977.73			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	4,229.40			
01-201-27-340-200	ANIMAL CONTROL - OE	216.96			
01-201-28-370-200	RECREATION - OTHER EXPENSES	3,353.23			
01-201-28-371-200	SWIMMING POOL - OTHER EXPENSES	385.51			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	98.50			
01-201-30-420-200	CELEBRATION OF PUBLIC EVENTS - OE	8,121.30			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	13,970.20			
01-201-32-465-200	RECYCLING TAX (PL2007 c.311)O/S CAP	23.85			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	170.00			
01-201-44-900-000	CAPITAL IMPROVEMENTS - OTHER EXPENSES	977.21			
01-203-20-165-200	(2022) ENGINEERING - OTHER EXPENSES		207.00		
01-203-26-315-200	(2022) VEHICLE MAINTENANCE - OTHER EXPENSES		2,229.74		
01-260-05-100	DUE TO CLEARING			0.00	70,382.25
TOTALS FOR	CURRENT FUND	67,945.51	2,436.74	0.00	70,382.25
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			1,908.18	
02-260-05-100	Due to Clearing			0.00	1,908.18
TOTALS FOR	STATE AND FEDERAL GRANTS	0.00	0.00	1,908.18	1,908.18
04-215-55-908-000	ORD 2022-13 SIDEWALKS RT 206/WATER ST			552.00	
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			11,107.88	
04-215-55-919-000	ORD 2023-9 CR 519 SIDEWALKS (MILL ST)			7,677.50	
04-260-05-100	Due to Clearing			0.00	19,337.38
TOTALS FOR	GENERAL CAPITAL	0.00	0.00	19,337.38	19,337.38

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
08-215-55-910-000	ORD 2023-3 SPARTA AVE PS - NJIB			5,758.00	
08-215-55-911-000	ORD 2023-4 DIGESTER NJIB			1,543.00	
08-215-55-912-000	ORD 2023-8 WATER IMP NJIB			2,509.00	
08-215-55-913-000	ORD 2023-11 SEWER IMP. NJIB			358.00	
08-260-05-100	DUE TO CLEARING			0.00	10,168.00
TOTALS FOR	WATER/SEWER UTILITY CAPITAL	0.00	0.00	10,168.00	10,168.00
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	63,238.45			
09-201-60-513-005	W&S CAP IMPROVE - NEW HAMPSHIRE ST IMP	1,848.50			
09-260-05-100	DUE TO CLEARING			0.00	65,086.95
TOTALS FOR	WATER/SEWER UTILITY	65,086.95	0.00	0.00	65,086.95
20-260-05-100	Due to Clearing			0.00	19,274.87
20-291-55-075-001	UNION DUES - PBA			1,140.00	
20-291-55-075-002	UNION DUES - IUE #911			672.00	
20-291-55-075-003	UNION DUES - CWA #1032			290.10	
20-291-55-077	DEFERRED COMP - EQUITABLE			12,470.00	
20-291-55-080	TWA SAVINGS PLAN			400.00	
20-291-55-082-001	AFA LTD			303.72	
20-291-55-082-002	AFA Med FSA			254.16	
20-291-55-082-004	AFA Life Ins.			258.50	
20-291-55-082-005	AFA Texas Life			35.45	
20-291-55-082-006	AFA - DEPENDENT CARE FSA			416.66	
20-291-55-084	UNUM DISABILITY INS.			746.12	
20-291-55-087-001	AFLAC DISABILITY Post Tax			1,227.82	
20-291-55-087-002	AFLAC ACCIDENT Pre Tax			596.12	
20-291-55-087-003	AFLAC HOSPITAL Pre Tax			263.32	
20-291-55-087-004	AFLAC CANCER Pre Tax			200.90	
TOTALS FOR	PAYROLL	0.00	0.00	19,274.87	19,274.87
27-260-05-100	DUE TO CLEARING			0.00	4,284.69
27-288-56-100-000	RESERVE FOR ANIMAL CONTROL			4,284.69	
TOTALS FOR	ANIMAL TRUST	0.00	0.00	4,284.69	4,284.69
31-260-05-100	DUE TO CLEARING			0.00	616.50
31-287-56-119	RESERVE O/S EMPLOYMENT OFF-DUTY POLICE *			616.50	
TOTALS FOR	TRUST	0.00	0.00	616.50	616.50
33-260-05-100	DUE TO CLEARING			0.00	3,070.75
33-286-56-112-000	WEISS #143			3,068.92	
33-286-56-112-002	WEISS #143 -interest due town			1.83	
TOTALS FOR	DEVELOPERS ESCROW	0.00	0.00	3,070.75	3,070.75

Total to be paid from Fund 01 CURRENT FUND	70,382.25
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	1,908.18
Total to be paid from Fund 04 GENERAL CAPITAL	19,337.38
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	10,168.00
Total to be paid from Fund 09 WATER/SEWER UTILITY	65,086.95
Total to be paid from Fund 20 PAYROLL	19,274.87
Total to be paid from Fund 27 ANIMAL TRUST	4,284.69
Total to be paid from Fund 31 TRUST	616.50
Total to be paid from Fund 33 DEVELOPERS ESCROW	3,070.75

194,129.57

Checks Previously Disbursed

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
42776	NJMVC				2.00 11/03/2023
231083	ELAVON, INC.				58.63 11/03/2023
					----- 60.63

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	60.63	70,382.25	70,442.88
Fund 02 STATE AND FEDERAL GRANTS		1,908.18	1,908.18
Fund 04 GENERAL CAPITAL		19,337.38	19,337.38
Fund 08 WATER/SEWER UTILITY CAPITAL		10,168.00	10,168.00
Fund 09 WATER/SEWER UTILITY		65,086.95	65,086.95
Fund 20 PAYROLL		19,274.87	19,274.87
Fund 27 ANIMAL TRUST		4,284.69	4,284.69
Fund 31 TRUST		616.50	616.50
Fund 33 DEVELOPERS ESCROW		3,070.75	3,070.75
BILLS LIST TOTALS	60.63	194,129.57	194,190.20



TOWN OF NEWTON

RESOLUTION #259-2023

November 3, 2023 **“A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12”**

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

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

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

- i. Attorney-Client Privilege – Redeveloper to Discuss Hicks and Paterson Avenue Redevelopment Areas

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, assembled in public session on November 13, 2023, that an Executive Session closed to the public shall be held on November 13, 2023 at _____ in the Town of Newton Municipal Building, 39 Trinity Street, Newton, NJ, for the discussion of matters relating to the specific item(s) designated above.

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

CERTIFICATION

THIS IS TO CERTIFY 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, November 13, 2023.

Teresa A. Oswin, RMC
Municipal Clerk