



**AGENDA
NEWTON TOWN COUNCIL
REGULAR HYBRID MEETING
MARCH 25, 2024
7:00pm**

Please click this URL to join:

<https://us02web.zoom.us/j/83897818208?pwd=b1I2VDYvL0VleVRlemRVVnRrT3ZBZz09>

Webinar ID: 838 9781 8208 Passcode: 594036

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

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

- a. March 11, 2024, Special Meeting
- b. March 11, 2024, Regular Meeting

V. OPEN TO THE PUBLIC (3 minutes each)

At this point in the meeting, the Town Council welcomes comments from any member of the public on any topic. To help facilitate an orderly meeting and to permit the opportunity for anyone who wishes to be heard, speakers are asked to take one turn at the microphone and please limit their comments to 3 minutes. The Clerk will keep time. If reading from a prepared statement, please provide a copy and email a copy to the Clerk's Office after making your comments so it may be properly reflected in the minutes. Council may choose to comment after the entire public portion has concluded. **Please identify yourself and spell your last name for the record.**

VI. COUNCIL & MANAGER REPORTS

- a. Town Manager Russo
- b. Councilmember Dickson
- c. Councilmember Diglio
- d. Councilmember Teets
- e. Deputy Mayor Le Frois
- f. Mayor Couce

VII. UNFINISHED BUSINESS

VIII. 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 #100-2024* Authorize Compensation Adjustments for 2024 Calendar Year for Certain Town of Newton Employees Not Covered by Collective Bargaining Agreements or Individual Contracts
- b. Resolution #101-2024* Approval of the Execution of a Shared Services Agreement with Hardwick Township to Provide Animal Control Services for Calendar Year 2024
- c. Resolution #102-2024* Refund of Redemption Monies to Outside Lien Holder for Block 19.06, Lot 16, also known as 10 Palmer Street
- d. Resolution #103-2024* Resolution Authorizing Cancellation of Outstanding Court Checks
- e. Resolution #104-2024* Award Contract to TNS Construction, LLC for Renovations to Newton Firehouse #1
- f. Resolution #105-2024* Authorizing the Purchase of a Ford F250 Vehicle and Accessories Through New Jersey State Purchase and Property Contract 23-FLEET-34922
- g. Resolution #106-2024* Approve Bills and Vouchers

IX. OPEN TO THE PUBLIC (3 minutes each)

X. COUNCIL & MANAGER COMMENTS

XI. EXECUTIVE SESSION

- a. Resolution #107-2024 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. Negotiations Other Than Collective Bargaining – Animal Control
 - ii. Attorney-Client Privilege – Historic Preservation Advisory Commission

XII. ADJOURNMENT



TOWN OF NEWTON

RESOLUTION #100-2024

March 25, 2024

"Authorize Compensation Adjustments for 2024 Calendar Year for Certain Town of Newton Employees Not Covered by Collective Bargaining Agreements or Individual Contracts"

WHEREAS, minimum and maximum hourly and annual salary ranges for each officer and employee of the Town of Newton were established for calendar year 2024 by Ordinance #2023-29; and

WHEREAS, the Town Manager, as part of his 2024 Town of Newton Budget, has recommended a 2.3% increase in base salary for calendar year 2024 to be paid to certain Town of Newton employees, whose employment is not the subject of any collective bargaining agreement or individual contract; and

WHEREAS, the Town Council has reached the following conclusions:

1. A 2.3% increase in salary from their 2023 base rate of pay for certain full-time and part-time Town of Newton employees, whose employment is not the subject of any collective bargaining agreement or individual contract, for calendar year 2024, is appropriate.
2. The salaries of the Town Manager and Chief of Police have been addressed separately by the Town Council.
3. Seasonal Employees and Summer Intern Employees are excluded from any salary increase authorized by this Resolution and will be handled by the Town Manager, Chief Financial Officer, and Human Resources Director.
4. The following employees/titles have received adjustments for 2024 or are new hires, and are therefore **excluded** from this 2.3% base salary increase:
 - a. Administrative Assistant to DPW (D. Danielson)
 - b. Administrative Assistant to the Police Chief (C. McNally)
 - c. Animal Control Officer (J. Vollero)
 - d. Code Enforcement Director (M. Monaco)
 - e. Crossing Guards (Separately Addressed by Town Manager)
 - f. Recreation Assistant (B. Hunton)
 - g. Recreation & Senior Services Coordinator (D. Finkle)
 - h. Substitute Animal Control Officer (M. O'Grady)
 - i. Substitute Animal Control Officer (J. Rader)
5. Said raises shall be retroactive to January 1, 2024.
6. Stipends received through payroll are not salary and shall not be entitled to the 2.3% increase authorized by this Resolution.

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the base salaries and wages for the year 2024 for non-union Town of Newton employees, whose employment is not covered by any bargaining agreement or individual contract, and with the aforementioned exceptions, shall be increased by 2.3%, retroactive to January 1, 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 the regular meeting of said Governing Body conducted on Monday, March 25, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #101-2024

March 25, 2024

“Approval of the Execution of a Shared Services Agreement with Hardwick Township to Provide Animal Control Services for Calendar Year 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 February 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 Hardwick to provide animal control services to Hardwick for the Period of February 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, March 25, 2024.

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 _____, 2024 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 February 1, 2024 and 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 three (3) 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 HARDWICK.

M. ACO to provide monthly reports and report/phone call log summary in writing to the Hardwick 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 Nine Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents (\$9,166.66) 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 February 1, 2024, through December 31, 2024, NEWTON will receive two (2) monthly payments and three (3) quarterly payments from HARDWICK for the periods in question:

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

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

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 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:

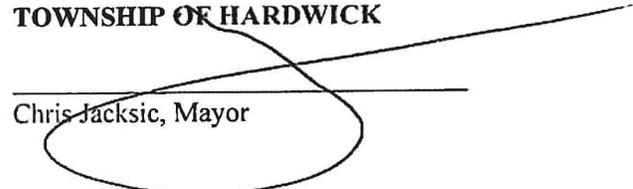


Kristin Shipps, RMC
Municipal Clerk

ATTEST:

Teresa A. Oswin, RMC
Municipal Clerk

TOWNSHIP OF HARDWICK



Chris Jacksic, Mayor

TOWN OF NEWTON

John-Paul E. Couce, Mayor



TOWN OF NEWTON

RESOLUTION #102-2024

March 25, 2024

“Refund of Redemption Monies to Outside Lien Holder for Block 19.06, Lot 16, also known as 10 Palmer Street”

WHEREAS, at the Municipal Tax Sale held on October 18, 2023 a lien was sold on Block 19.06, Lot 16, also known as 10 Palmer Street, for 2022 delinquent taxes; and

WHEREAS, this lien, known as Tax Sale Certificate #2023-006 was sold to FNA VII, LLC for a 0% redemption fee and a premium in the amount of \$4,500.00; and

WHEREAS, the owner has affected the redemption of Certificate #2023-006 in the amount of \$11,356.49;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges FNA VII, LLC is entitled to a redemption in the amount of \$11,356.49 as well as the return of the premium in the amount of \$4,500.00; and

BE IT FURTHER RESOLVED, that the Town Council of the Town of Newton confirms and acknowledges the Tax Collector shall issue a check, in the amount of \$11,356.49 for the redemption and a check in the amount of \$4,500.00 for the return of the premium for Certificate #2023-006 to FNA VII, LLC, 201 W. Lake St., #165, Chicago, IL 60606.

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, March 25, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #103-2024

March 25, 2024

“Resolution Authorizing Cancellation of Outstanding Checks”

WHEREAS, there exists outstanding checks in various bank accounts that are older than six (6) months; and

WHEREAS, those checks need to be cancelled from the books and records of the Town of Newton, pursuant to N.J.S.A. 12A:4-404;

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 following checks are hereby cancelled:

MUNICIPAL COURT GENERAL ACCOUNT (DATE OF CHECK)	CHECK #	AMOUNT OF CHECK
January 28, 2022	#4972 (PJZ)	\$4.00
June 12, 2023	#5077 (PD)	\$15.00

MUNICIPAL COURT BAIL ACCOUNT (DATE OF CHECK)	CHECK #	AMOUNT OF CHECK
April 19, 2021	#5398 (JC)	\$66.00
July 28, 2021	#5413 (JP)	\$50.00
January 19, 2023	#5503 (RC)	\$75.00

BE IT FURTHER RESOLVED, a certified copy of this Resolution shall be forwarded to the Town of Newton Chief Financial Officer to take appropriate action.

CERTIFICATION

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #104-2024

March 25, 2024

“Award Contract to TNS Construction, LLC for Renovations to Newton Firehouse #1”

WHEREAS, the Town of Newton publicly accepted bids for the Renovations to Newton Firehouse #1 Project on November 11, 2023 at 1:00 p.m. which included bid proposals for 1) Base Bid – 1st Floor Renovations, 2) Alternate #1 – 2nd Floor Renovations, and 3) Alternate #2 - Exterior renovations; and

WHEREAS, based on their review of the bid documents the Town's Consultant, HQW Architects, Town Engineer, and the Qualified Purchasing Agent, recommended awarding a contract for the Renovations to Newton Firehouse #1 project in the amount of \$1,497,000, for the Base Bid with Alternate #1 to TNS Construction, LLC, 1294 Waterloo Road, Stanhope, NJ 07874; and

WHEREAS, the award of this contract requires the Town to encumber and budget funding for 100% of the project cost and the Town's Chief Financial Officer to provide a certification of available funds. In order to fund the project, the Town of Newton has introduced and adopted a bond ordinance to encumber the additional funds required for the project; and

WHEREAS, TNS Construction, LLC has agreed to hold all prices quoted, specifications and all other application conditions listed in their bid package beyond the required 60-day period to the date of this contract award; and

WHEREAS, the Town of Newton's Qualified Purchasing Agent, has concurred with the purchase in accordance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et. Seq.); and

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

Capital Fund – Ord. #2024-4 Fire House 1 Renovations Account #04-215-55-925-000
Ord. #2023-7 Fire House 1 Renovations Account #04-215-55-918-000

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the contract for the Renovation to Newton Firehouse #1 Project is awarded to TNS Construction, LLC, 1294 Waterloo Road, Stanhope, NJ 07874 in the amount of \$1,497,000.

CERTIFICATION

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #105-2024

March 25, 2024

“Authorizing the Purchase of a Ford F250 Vehicle and Accessories Through New Jersey State Purchase and Property Contract 23-FLEET-34922”

WHEREAS, a need exists for the acquisition of a Ford F250 vehicle and accessories for the daily operations of the Newton Department of Public Works; and

WHEREAS, the Town of Newton may, without advertising for bids, purchase such materials through the New Jersey State Purchase and Property Contract 23-FLEET-34922 through Nielsen Ford, 170 Ridgedale Ave, Morristown, N.J. 07960, pursuant to N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7.29 et. Seq.; and

WHEREAS, under the State Contract Award, the vendors contained therein may participate in said purchases under State Contract as approved by the Qualified Purchasing Agent; and

WHEREAS, the Newton Department of Public Works has received a quote under State Contract for a 2023 Ford F250 and accessories in the amount of \$63,304.00; and

WHEREAS, the Chief Financial Officer certifies that funds are available within the 2023 Current Fund budget in the amount of \$63,304.00 from:

Line item: Ordinance 2023-7 Truck Account#04-215-55-918-001

NOW, THEREFORE BE IT RESOLVED, by the Newton Town Council that it authorizes, without bidding pursuant to N.J.S.A. 40A: 11-12, State Contract 23-FLEET-34922 through Nielsen Ford, 170 Ridgedale Ave, Morristown, N.J. 07960 for the purchase of a 2023 Ford F250 and accessories in the amount of \$63,304.00 as approved by the Qualified Purchasing Agent in accordance with the New Jersey Local Public Contracts Law, N.J.S.A.40A:11-1 et. Seq.

CERTIFICATION

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #106-2024

March 25, 2024

“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 2023 and 2024 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 the regular meeting of said Governing Body conducted on Monday, March 25, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 03/25/2024 For bills from 03/12/2024 to 03/21/2024

Check#	Vendor	Description	Payment	Check Total
10361	84 - ABCODE SECURITY INC.	PO 65308 B: ALARM SERVICES / Lawnwood Avenue Lice	420.00	420.00
10362	3897 - AMAZON CAPITAL SERVICES	PO 65027 B: PD/DISPATCH SUPPLIES PARTICIPATING AG	675.53	
		PO 65240 Egg hunt supplies	38.95	
		PO 65298 SUPP'S GROUND FLOOR	60.98	
		PO 65304 3-12-2024 - Breakroom items	20.44	
		PO 65304 3-12-2024 - Breakroom items	11.01	
		PO 65340 Easter Supplies	90.47	897.38
10363	3897 - AMAZON CAPITAL SERVICES	PO 65341 Easter Bubble machines	53.18	53.18
10364	3508 - AMERICAN AQUATIC TESTING, INC.	PO 65107 B. CHRONIC BIOASSAY /2024 Pricing	2,500.00	2,500.00
10365	4466 - ASAP MARKETING, LLC.	PO 65319 2024 Spring Public Newsletter Mailing	937.40	
		PO 65319 2024 Spring Public Newsletter Mailing	504.75	1,442.15
10366	4745 - ATHENIA MASON SUPPLY, LLC	PO 65342 Storm Basin Rpr / Block cust #644	928.84	928.84
10367	4810 - BOONTON TIRE & AUTO REPAIR	PO 64971 B: PD VEHICLE REPAIR	753.54	753.54
10368	300 - BRIGHTSPEED	PO 64939 B: LONG DISTANCE #499697313 (SPLIT INTO	58.65	58.65
10369	300 - BRIGHTSPEED	PO 64953 B: LONG DISTANCE A/C #320421349 (SPLIT	57.89	57.89
10370	300 - BRIGHTSPEED	PO 64954 B: LOCAL PHONE SVC A/C #310115975	2,030.33	
		PO 64954 B: LOCAL PHONE SVC A/C #310115975	1,260.53	3,290.86
10371	300 - BRIGHTSPEED	PO 64993 B: WOODSIDE AVE PS A/C #3010395888 @ \$42	41.98	41.98
10372	4706 - CARLUCCI, MICHAEL	PO 64923 B: MUNICIPAL JUDGE COVERAGE (N =\$39,417	3,707.27	3,707.27
10373	3770 - CINTAS	PO 65075 B: FIRST AID SUPPLIES DPW/WS/TH Jan - De	302.14	
		PO 65076 B: Water Filtration/Cooler/Cleaning (J-D	45.00	
		PO 65076 B: Water Filtration/Cooler/Cleaning (J-D	135.00	482.14
10374	286 - CURRENT ACCOUNT	PO 65327 2014 REF Prin & Int to Current for 4-1-2	91,825.00	91,825.00
10375	4386 - DECOTIIS, FITZPATRICK, COLE& GIBLIN, LLP	PO 65324 SCCC REDEVELOPMENT PROJ -FEB	962.00	
		PO 65332 WATER ST HOLDINGS,LLC REDEV Professional	980.00	
		PO 65333 NEWTON 213 LLC Professional services	2,240.00	4,182.00
10376	3685 - DELAWARE RIVER BASIN COMMISSION	PO 65345 ANNUAL DISCHARGE CAPACITY CUST #7772 #0	1,007.00	
		PO 65346 ANNUAL WATER ALLOCATION CP RENEWAL #D-19	553.00	1,560.00
10377	2386 - DOMINICK'S PIZZA LLC	PO 65307 3/11/24 - Council dinner - interviews	12.60	
		PO 65307 3/11/24 - Council dinner - interviews	23.40	36.00
10378	106 - ELIZABETHTOWN GAS	PO 64957 B: NATURAL GAS	2,483.64	
		PO 64957 B: NATURAL GAS	3,664.52	6,148.16
10379	1303 - ENVIRONMENTAL RESOURCE ASSO.	PO 65348 LAB CHEMS/ CHLORINE ACCT T605501	322.45	322.45
10380	4650 - FINKLE DANIELLE	PO 65003 B: QTRLY MILEAGE REIMB -Recreation super	136.00	136.00
10381	4724 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 64958 B: ADVERTISING ACCT #704136	70.99	
		PO 64958 B: ADVERTISING ACCT #704136	19.84	90.83
10382	4506 - GLENN C KIENZ	PO 64929 B: 2024 PLANNING BOARD ATTORNEY (800/MNT	800.00	800.00
10383	70 - HACH COMPANY	PO 65246 LAB SUPP'S	274.00	274.00
10384	4064 - HARD ROCK HOTEL & CASINO ATLANTIC C	PO 65302 TAX COLLECTOR LODGING - SPRING CONFERENC	327.00	327.00
10385	3804 - HAYDEE BALLESTER	PO 64928 B: COURT TRANSLATION	450.00	450.00
10386	230 - HAYEK'S MARKET INC.	PO 65295 Lunch - Treasurer	3.62	
		PO 65295 Lunch - Treasurer	6.71	10.33
10387	4337 - HFE SERVICES LLC	PO 65001 B: COMPUTER TECH IT SVC'S (NOT TO EXC	1,020.52	
		PO 65001 B: COMPUTER TECH IT SVC'S (NOT TO EXC	233.44	
		PO 65343 Technology Rprs/Computers/DVRPC/ SPAMWAR	80.00	1,333.96
10388	272 - HOLZHAUER, SCOTT	PO 65004 B: QTRLY MILEAGE REIMB -Tax Assessor	136.00	136.00
10389	1866 - HOME DEPOT, INC.	PO 65330 March 6 to March 18/ Basin Rpr/ Townhall	280.14	
		PO 65330 March 6 to March 18/ Basin Rpr/ Townhall	753.27	1,033.41
10390	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 64372 2023 Plan Endorsement Renewal	561.25	
		PO 65097 Affordable Housing Legislation review	2,330.00	
		PO 65314 B: PLANNER	3,060.00	
		PO 65322 MCGUIRE REDEVELOPMENT	225.00	
		PO 65334 G&A FUEL, INC Professional services	715.00	
		PO 65338 Professional services	2,014.50	
		PO 65353 THORLABS Professional services	1,820.00	10,725.75
10391	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 65354 NEWTON 213 LLC - SHOP RITE Professional	1,365.00	1,365.00
10392	4434 - J.KRAMER LANDSCAPING & SNOWPLOWING LLC	PO 64868 Recycling Center Wall/ Container Slot Rp	948.12	
		PO 65244 Recycling Center Wall/ Container Slot Rp	6,396.00	7,344.12
10393	113 - JCP&L	PO 64955 B: ELECTRIC	14,096.19	
		PO 64955 B: ELECTRIC	17,160.32	31,256.51
10394	3067 - JERSEY SHIRTS & DESIGNS	PO 65320 Promotional Items - Embroidered Jackets	38.50	

List of Bills - CLEARING/CLAIMS

Meeting Date: 03/25/2024 For bills from 03/12/2024 to 03/21/2024

Check#	Vendor	Description	Payment	Check Total
10395	3772 - JK HVAC SERVICE, LLC.	PO 65320 Promotional Items - Embroidered Jackets	71.50	110.00
10396	4227 - LAW OFFICE OF DANIEL P. AGATINO, LLC.	PO 65344 Townhall Rpr Air Conditioning System	1,632.17	1,632.17
10397	4356 - LENOVO	PO 64926 B: 2024 PUBLIC DEFENDER ((TWN \$13,500. G	1,333.34	1,333.34
10398	2110 - LINCOLN NAT'L LIFE INSUR CO	PO 65294 THINK VISION MONITORS	430.00	430.00
10399	2110 - LINCOLN NAT'L LIFE INSUR CO	PO 65315 2023 Fire Dept Losap Earned	27,229.40	27,229.40
10400	1741 - MORRIS COUNTY POLICE ACADEMY	PO 65316 EMT Losap Award 2023	29,582.60	29,582.60
10401	170 - NEWTON BOARD OF EDUCATION	PO 64872 METHODS OF INSTRUCTION	100.00	100.00
10402	240 - NEWTON FIRST AID SQUAD	PO 64922 SCHOOL TAX (JAN-JUNE) 2024-	1,132,716.67	1,132,716.67
10403	4655 - NISIVOCIA LLP	PO 64930 B. 2024 CONTRIBUTION (\$25,000)	7,500.00	7,500.00
10404	2882 - ONE CALL CONCEPTS, INC.	PO 64326 B: MUNICIPAL AUDITOR client #10165R001	15,500.00	15,500.00
10405	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 64960 B: ONE CALL MESSAGES	110.82	110.82
10406	4656 - PAULUS, SOKOLOWSKI & SARTOR LLC	PO 64947 B: SLUDGE DISPOSAL A/C #12701 (\$102	5,670.00	5,670.00
		PO 64962 B: ALTERNATE SEWER ENGINEER (NOT TO EXCE	2,055.00	
		PO 65137 B - Pump Station Consolidation	3,895.00	
		PO 65317 W/S ENGINEERING -FEB	15,447.07	21,397.07
10407	64 - FELLOW, HAROLD & ASSO, INC.	PO 63956 Water Study - Flooding issues in Nelson	71.00	
		PO 64047 Fire House 1 Project	72.00	
		PO 64701 TAX MAPS	836.50	
		PO 64987 B: WATER ENGINEER (not to exceed \$55,000	5,536.63	
		PO 65323 ENGINEERING -FEB	4,280.25	
		PO 65323 ENGINEERING -FEB	87.50	10,883.88
10408	2788 - FENTELEDATA	PO 64944 B: INTERNET -DPW & STP (2 modems)	159.95	
		PO 64944 B: INTERNET -DPW & STP (2 modems)	159.95	319.90
10409	4792 - PERIGO ANTHONY	PO 65002 B: QTRLY MILEAGE REIMB -/DEPUTY FIRE CH	238.00	238.00
10410	4126 - PROFESSIONAL CONSULTING INC.	PO 64963 B: SEWER ENGINEER (\$179/HR NOT TO EXCE	1,852.50	
		PO 65325 W/S ENGINEER -FEB	10,655.00	12,507.50
10411	39 - QUILL CORPORATION	PO 64973 B: NPDP OFFICE SUPPLIES	530.96	
		PO 64973 B: NPDP OFFICE SUPPLIES	329.99	860.95
10412	4203 - RAPID PUMP	PO 64337 Rplmnt of Flight Pump WWTP	42,000.00	42,000.00
10413	3660 - SCHENCK, PRICE, SMITH, & KING, LLP	PO 65032 B: TAX APPEAL ATTORNEY (\$160/HR NOT TO	1,453.20	1,453.20
10414	55 - SCHMIDT'S WHOLESALE, INC	PO 63787 Meters/Torx/Gaskets	2,288.09	2,288.09
10415	4800 - SCHOOL HEALTH CORPORATION	PO 65156 TRAUMA KITS #1031634	2,538.76	
		PO 65156 TRAUMA KITS #1031634	11.24	2,550.00
10416	3134 - SHOP RITE, INC.	PO 65326 PO #64711 INTEREST	1.51	
		PO 65326 PO #64711 INTEREST	2.81	4.32
10417	4644 - SIEGEL, STEVEN M.	PO 64925 B: PROSECUTOR (\$31,000 TWN/\$3,500 GR	2,875.01	2,875.01
10418	2257 - STAPLES	PO 64972 B: NPDP OFFICE SUPPLIES	375.87	
		PO 65296 Chairs - Clerk's office - 2	219.96	595.83
10419	1212 - STATEWIDE INSURANCE FUND	PO 65299 Statewide 1 of 4 Installments	82,890.63	
		PO 65299 Statewide 1 of 4 Installments	52,171.88	135,062.51
10420	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 64238 B.ENGINEERING MEMORY PARK INFRASTRUCTURE	536.15	
		PO 64513 MOORES BROOK DREDGING STORMWATER MANAGEM	9,622.85	10,159.00
10421	2056 - SUBURBAN PROPANE, LP.	PO 65350 PROPANE ACCT #2232-574789	4,289.89	4,289.89
10422	3442 - SUNLIGHT GENERAL	PO 64996 B: ELECTRIC DPW/STP	1,103.42	
		PO 64996 B: ELECTRIC DPW/STP	433.77	1,537.19
10423	2561 - SUSSEX COUNTY CHAMBER OF COMMERCE	PO 65303 SC TOURISM SUMMIT 3/14/2024	65.00	
		PO 65303 SC TOURISM SUMMIT 3/14/2024	35.00	100.00
10424	2310 - SUSSEX COUNTY ENGINEERING DIVISION	PO 65309 Signage required per DEP Inspection on 3	767.48	767.48
10425	4712 - TANKEL JESSICA	PO 65226 Senior lunch decorations- Addams Family	65.00	
		PO 65227 Easter Egg Photo Decorations Invoice #09	170.00	235.00
10426	4148 - TCTANJ SPRING CONFERENCE	PO 65301 TAX COLLECTOR SPRING CONFERENCE	480.00	480.00
10427	3851 - THE CANNING GROUP, LLC.	PO 64927 B: 2024 QPA ANN \$8,500	708.33	708.33
10428	4328 - TREE KING INC.	PO 65347 Tree Removal - Town property/ easement -	2,200.00	2,200.00
10429	4767 - TROJAN TECHNOLOGIES CORP	PO 64671 2022/2023 SVC CONTRACT WTP (3rd & 4th Qt	4,640.00	
		PO 64728 WTP - Assist with Installation of parts	6,125.00	10,765.00
10430	3027 - ULINE	PO 65310 Supplies needed per DEP Inspection 3/12/	514.71	514.71
10431	2032 - UPS STORE	PO 65297 B: UPS SHIPPING	61.15	61.15
10432	4499 - VERBAL JUDO INSTITUTE INC	PO 65293 COURSE FOR PTL. GRELLO & WAGNER	390.00	390.00
10433	1280 - VERIZON WIRELESS, INC.	PO 65000 B: CELL PHONE ACCT #882571077-0001	1,824.75	
		PO 65000 B: CELL PHONE ACCT #882571077-0001	134.01	1,958.76
10434	2635 - W.B. MASON, INC.	PO 65313 Office Supplies for Clerkcust #C1329496	65.64	65.64
10435	1500 - WALMART	PO 65312 TAX OFFICE SUPPLIES	9.87	

List of Bills - CLEARING/CLAIMS

Meeting Date: 03/25/2024 For bills from 03/12/2024 to 03/21/2024

Check#	Vendor	Description	Payment	Check Total
10436	1144 - WEINER LESNIAK	PO 65331 Spring Event Supplies	186.89	196.76
		PO 65335 TULIP HOMES,LLC Professional services	927.00	
		PO 65336 Professional services	720.00	
		PO 65337 Professional services	288.00	
		PO 65339 4 GRACE AVE,LLC Professional services	486.00	
		PO 65352 THORLABS Professional services	36.00	2,457.00
10437	382 - WELDON ASPHALT COMPANY, INC.	PO 64851 Street Materials/Road Patching :Nov/Dec	204.04	204.04
10438	382 - WELDON ASPHALT COMPANY, INC.	PO 65351 Paving of 122/124 Main Street	5,163.10	5,163.10
TOTAL				1,671,194.71

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-166-05-000-001	INTERFUND RECEIVABLE - PARK AUTHORITY			38.01	
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	1,207.57			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	1,074.03			
01-201-20-145-200	COLLECTION OF TAXES - OTHER EXPENSES	837.20			
01-201-20-150-200	ASSESSMENT OF TAXES - OTHER EXPENSES	136.00			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	5,161.55			
01-201-20-165-200	ENGINEERING - OTHER EXPENSES	2,465.50			
01-201-20-175-200	HISTORIC COMMISSION - OTHER EXPENSES	2,310.00			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	1,250.00			
01-201-21-181-200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	1,028.65			
01-201-22-210-200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	45,086.63			
01-201-23-215-200	WORKMEN'S COMP INSURANCE - OTHER EXPENSE	37,804.00			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	1,719.71			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	1,046.96			
01-201-25-255-200	FIRE DEPARTMENT - OTHER EXPENSES	238.00			
01-201-25-260-200	AID TO FIRST AID ORGANIZATION - OTHER EX	7,500.00			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	4,078.72			
01-201-26-298-200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	1,814.75			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	3,654.89			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	753.54			
01-201-27-340-200	ANIMAL CONTROL - OE	38.07			
01-201-28-370-200	RECREATION - OTHER EXPENSES	760.82			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	22,288.04			
01-201-42-108-100	INTERLOCAL - GREEN TWP COURT	916.67			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	3,740.60			
01-201-44-900-000	CAPITAL IMPROVEMENTS - OTHER EXPENSES	1,406.96			
01-203-20-100-200	(2023) TOWN MANAGER'S OFFICE - OTHER EXPENSES		2.81		
01-203-20-135-200	(2023) FINANCE ADMINISTRATION - AUDIT SERVICES		15,500.00		
01-203-20-150-200	(2023) ASSESSMENT OF TAXES - OTHER EXPENSES		836.50		
01-203-20-165-200	(2023) ENGINEERING - OTHER EXPENSES		71.00		
01-203-21-180-200	(2023) PLANNING BOARD - OTHER EXPENSES		561.25		
01-203-25-240-200	(2023) POLICE DEPARTMENT - OTHER EXPENSES		100.00		
01-203-25-286-200	(2023) LENGTH OF SERVICE AWARDS - OE - CONTRIB		56,812.00		
01-203-26-290-200	(2023) ROAD REPAIR & MAINT - OTHER EXPENSES		5,367.14		
01-207-55-000-000	DUE NEWTON BOE - SCHOOL TAX PAYABLE			1,132,716.67	
01-260-05-100	DUE TO CLEARING			0.00	1,360,324.24
TOTALS FOR	CURRENT FUND	148,318.86	79,250.70	1,132,754.68	1,360,324.24
02-213-40-000	RES PUBLIC/PRIVATE GRANTS			2,538.76	
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			7,344.12	
02-260-05-100	Due to Clearing			0.00	9,882.88
TOTALS FOR	STATE AND FEDERAL GRANTS	0.00	0.00	9,882.88	9,882.88

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
04-215-55-913-000	ORD 22-21 amendORD 20-10 MEM PK ORD 23-2			10,159.00	
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			179.34	
04-260-05-100	Due to Clearing			0.00	10,338.34
TOTALS FOR	GENERAL CAPITAL	0.00	0.00	10,338.34	10,338.34
08-215-55-907-000	ORD 2022-12 WS IMP. FULLY FUNDED			4,457.64	
08-215-55-910-000	ORD 2023-3 SPARTA AVE PS - NJIB			2,925.00	
08-215-55-911-000	ORD 2023-4 DIGESTER NJIB			620.00	
08-215-55-912-000	ORD 2023-8 WATER IMP NJIB			14,859.43	
08-215-55-913-000	ORD 2023-11 SEWER IMP. NJIB			7,135.00	
08-260-05-100	DUE TO CLEARING			0.00	29,997.07
TOTALS FOR	WATER/SEWER UTILITY CAPITAL	0.00	0.00	29,997.07	29,997.07
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	99,298.08			
09-201-63-520-351	W&S DEBT-2014 REFUND '04 & '06 BOND PRIN	80,000.00			
09-203-56-501-200	(2023) W&S OPERATING - TOTAL OTHER EXPENSES		13,607.60		
09-203-60-512-000	(2023) W&S CAP IMPROVE - CAPITAL OUTLAY		42,000.00		
09-240-55-000-000	ACCRUED INTEREST ON BONDS			11,825.00	
09-260-05-100	DUE TO CLEARING			0.00	246,730.68
TOTALS FOR	WATER/SEWER UTILITY	179,298.08	55,607.60	11,825.00	246,730.68
31-260-05-100	DUE TO CLEARING			0.00	5,150.50
31-286-56-102-000	ENGINEER REVIEW FEES			5,150.50	
TOTALS FOR	TRUST	0.00	0.00	5,150.50	5,150.50
33-260-05-100	DUE TO CLEARING			0.00	6,441.00
33-286-56-108-000	WATER ST HOLDINGS,LLC REDEV			980.00	
33-286-56-109-000	NEWTON 213 LLC - SHOP RITE			3,605.00	
33-286-56-113-000	THORLABS - PL BD ESCROW (5/10)			1,856.00	
TOTALS FOR	DEVELOPERS ESCROW	0.00	0.00	6,441.00	6,441.00
35-260-05-100	DUE TO CLEARING			0.00	2,330.00
35-296-56-001-000	RESERVES FOR COMMERCIAL DEVELOPMENT			2,330.00	
TOTALS FOR	HOUSING TRUST	0.00	0.00	2,330.00	2,330.00
Total to be paid from Fund 01 CURRENT FUND				1,360,324.24	
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS				9,882.88	
Total to be paid from Fund 04 GENERAL CAPITAL				10,338.34	
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL				29,997.07	
Total to be paid from Fund 09 WATER/SEWER UTILITY				246,730.68	
Total to be paid from Fund 31 TRUST				5,150.50	
Total to be paid from Fund 33 DEVELOPERS ESCROW				6,441.00	
Total to be paid from Fund 35 HOUSING TRUST				2,330.00	
				=====	
				1,671,194.71	

Checks Previously Disbursed

8883	BADGER METER, INC.	VOID CK #8883	-192.36	3/14/2024	*MANUAL V
9984	WELDON ASPHALT COMPANY, INC.	void ck #9984	-435.67	3/20/2024	*MANUAL V
42784	JOSEPH D CALABRESE	PO# 64952 B: LOGISTICS FOR SPECIAL EVENTS	150.00	3/13/2024	
240118	PAYROLL ACCOUNT	3/14 CURRENT PAY	206,695.32	3/14/2024	
240210	PAYROLL ACCOUNT	3/14 GRANT PAY	1,021.89	3/14/2024	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
240912	PAYROLL ACCOUNT	3/14 W/S PAYROLL		44,389.80	3/14/2024
243107	PAYROLL ACCOUNT	3/14 TRUST PAY		2,793.00	3/14/2024

				255,050.01	
				-628.03	*VOIDED

				254,421.98	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	206,409.65	1,360,324.24	1,566,733.89
Fund 02 STATE AND FEDERAL GRANTS	1,021.89	9,882.88	10,904.77
Fund 04 GENERAL CAPITAL		10,338.34	10,338.34
Fund 08 WATER/SEWER UTILITY CAPITAL		29,997.07	29,997.07
Fund 09 WATER/SEWER UTILITY	44,197.44	246,730.68	290,928.12
Fund 31 TRUST	2,793.00	5,150.50	7,943.50
Fund 33 DEVELOPERS ESCROW		6,441.00	6,441.00
Fund 35 HOUSING TRUST		2,330.00	2,330.00

BILLS LIST TOTALS	254,421.98	1,671,194.71	1,925,616.69
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TOWN OF NEWTON

RESOLUTION #107-2024

March 25, 2024

“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. Negotiations Other Than Collective Bargaining – Animal Control
- ii. Attorney-Client Privilege – Historic Preservation Advisory Commission

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, assembled in public session on March 25, 2024, that an Executive Session closed to the public shall be held on March 25, 2024 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, March 25, 2024.

Teresa A. Oswin, RMC
Municipal Clerk