



**AGENDA  
NEWTON TOWN COUNCIL  
REGULAR HYBRID MEETING  
MAY 29, 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. May 13, 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. ORDINANCE(S)**

- a. 2<sup>nd</sup> Reading and Public Hearing  
Ordinance 2024-12

An Ordinance Providing Funding for a Police Alcotest Machine for the Town of Newton and Appropriating \$25,000 for Such Purpose

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

Ordinance 2024-13

An Ordinance Amending Zoning Section 320-4 Regarding Maximum Bedrooms for Multi-Family Units and Section 320-23 Regarding Parking Space Requirements for Multi-Family Dwellings

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

Ordinance 2024-14

Bond Ordinance Providing a Supplemental Appropriation of \$70,000 for Resurfacing of Douma Drive, Douma Court, Valleyview Court, and Babbit Court in and by the Town of Newton, in the County of Sussex, New Jersey and Authorizing the Issuance of \$66,500 Bonds or Notes of the Town for Financing Part of the Appropriation

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

Ordinance 2024-15

Ordinance Authorizing the Private Sale of Public Lands Not Needed for Public Purpose to the State of New Jersey Department of Environmental Protection Pursuant to N.J.S.A. 40A:12-13(b)(1)

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

Ordinance 2024-16

An Ordinance of the Town of Newton Authorizing the Amendment of the Financial Agreement Previously Entered into by the Town of Newton and WSR I Urban Renewal, LLC and the Assignment And Assumption of Said Financial Agreement to 123 Water Urban Renewal, LLC

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

**IX. CONSENT AGENDA**

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

- a. Resolution #150-2024\* Approval of the Execution of a Shared Services Agreement with Hampton Township to Provide Animal Control Services From June 1, 2024 Through December 31, 2024
- b. Resolution #151-2024\* To Cancel Grant Receivable and Appropriated Reserve for unrealized Recreation Improvement Grant (22) in the amount of \$3,161.50
- c. Resolution #152-2024\* Resolution Authorizing Award of Contract to W.E. Timmerman Company Inc. Through Sourcewell National Cooperative Contract #093021-ELG for Elgin Whirlwind1 Vacuum Street Sweeper and Accessories
- d. Resolution #153-2024\* Approval of Cooperative Purchasing Contract, Trucks Class 4-8 Through ESCNJ 23/24-04 W.E. Timmerman and Company Inc.
- e. Resolution #154-2024\* Resolution Authorizing Award of Contract to Jet Vac Inc. Through Sourcewell National Cooperative Contract #101221-SCA for 900-ECO 9 Yard Truck Mounted Combination Sewer Cleaner and Accessories
- f. Resolution #155-2024\* Approval of Cooperative Purchasing Contract, Trucks Class 4-8 Through ESCNJ 23/24-04 Nielsen Ford to Purchase a 2024 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" Truck
- g. Resolution #156-2024\* Approval of Cooperative Purchasing Contract, Vehicle Accessories – Bid #ESCNJ 23/24-04 to Cliffside Body Corporation
- h. Resolution #157-2024\* Approval of Cooperative Purchasing Contract, Trucks Class 4-8 Through ESCNJ 23/24-04 Nielsen Ford to Purchase a 2024 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 169" WB 84" Truck
- i. Resolution #158-2024\* Approval of Cooperative Purchasing Contract, Vehicle Accessories – Bid #ESCNJ 23/24-04 to Cliffside Body Corporation for a Galion 103 USD-9 Stainless Steel Dump Body and Other Accessories
- j. Resolution #159-2024\* Authorizing Purchase of One (1) 2024 Ford Super Duty F-250 SRW (W28) XL 4WD Crew Cab 6.75' Box From Nielsen Ford Through Morris County Cooperative Contract #15-C Item #11
- k. Resolution #160-2024\* Approval of Cooperative Purchasing Contract, Vehicle Accessories – Bid #ESCNJ 23/24-04 to Cliffside Body Corporation an 8'6" Western Pro Plus Snowplow and Back Rack Cab Protector
- l. Resolution #161-2024\* Authorize a Credit Due a Water and Sewer Utility Account
- m. Resolution #162-2024\* Person-to-Person Transfer of Plenary Retail Consumption License No. 1915-33-001-006
- n. Resolution #163-2024\* Resolution Authorizing Payment #1 for Renovations to Newton Firehouse #1 Project
- o. Resolution #164-2024\* Approve Bills and Vouchers

**p.** Resolution #165-2024\*

A Resolution Authorizing a Special Emergency Appropriation for Emergency Expense Pursuant to N.J.S.A. 40A:4-55.13

**X. OPEN TO THE PUBLIC (3 minutes each)**

**XI. COUNCIL & MANAGER COMMENTS**

**XII. ADJOURNMENT**

**TOWN OF NEWTON**

**ORDINANCE 2024-12**

**AN ORDINANCE PROVIDING FUNDING FOR A POLICE ALCOTEST MACHINE FOR THE TOWN OF NEWTON AND APPROPRIATING \$25,000 FOR SUCH PURPOSE**

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

Section 1. The Town of Newton, in the County of Sussex, New Jersey, authorizes the acquisition of a Police Alcotest Machine, including all work and materials necessary therefor and incidental thereto, for the Town of Newton to be funded from the sources specified in Section 2 of the Ordinance.

Section 2. The amount of \$25,000 is hereby appropriated for the purposes stated in Section 1 of the Ordinance and which amount was funded from the Reserve for Police Alcotest in the amount of \$25,000.

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

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

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

**NOTICE**

**TAKE NOTICE** that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, May 13, 2024. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on Wednesday, May 29, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk

# TOWN OF NEWTON

## ORDINANCE 2024-13

### **AN ORDINANCE AMENDING ZONING SECTION 320-4 REGARDING MAXIMUM BEDROOMS FOR MULTI-FAMILY UNITS AND SECTION 320-23 REGARDING PARKING SPACE REQUIREMENTS FOR MULTI-FAMILY DWELLINGS**

**WHEREAS**, the Town Council of the Town of Newton ("Town") has concerns regarding oversized multi-family units that may encourage more people to live in a single unit than is permitted by health, safety, and occupancy standards; and

**WHEREAS**, the Town Council of the Town of Newton has determined that creating a maximum number of bedrooms for multi-family dwellings is necessary to limit the occurrence of oversized apartments that exceed health standards; and

**WHEREAS**, the Town Council of the Town of Newton has concerns that multi-family units and single-family residential units with three (3) bedrooms or more have higher parking requirements than small units, which the Town's parking standards favor; and

**WHEREAS**, the Town Council of the Town of Newton has determined that providing specific standards for multi-family units and single-family residences with three (3) bedrooms or more would serve the general welfare of the community by ensuring there is enough parking for these units;

**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 Section 4, entitled "General Provisions" and Section 23, entitled "Parking and Driveway Standards," both of Chapter 320 of the Town Code, entitled "Zoning: Form-Based Code," as follows:

#### **§ 320-4.** General Provisions.

E. New multi-family dwellings. In any district, a multi-family dwelling which contains within such multi-family dwelling three (3) or more residential units shall have no more than three (3) bedrooms per unit. This limit does not apply to two (2)-family dwellings or duplexes.

#### **§ 320-23.** Parking and Driveway Standards.

A. Minimum parking requirements. Parking needs vary based on uses and location, access to transit and other modes of transportation. This chapter permits flexible parking standards based on the transect that the use is in, as well as other factors including shared parking possibilities, size of use, and access to municipal parking lots. Parking requirements are based on use and transect zones as follows:

\* Underlined language denotes new, proposed language to the Ordinances. \*

Parking Requirements by Transect Zone and Use			
	T-2/T-3	T-4	T-5/T-6
Residential	2.0/dwelling	1.5/dwelling	1.0/dwelling
Lodging	1.0/bedroom	1.0/bedroom	1.0/bedroom
Office	3.0/1,000 square feet	3.0/1,000 square feet	2.0/1,000 square feet
Retail	4.0/1,000 square feet	4.0/1,000 square feet	3.0/1,000 square feet
Restaurant	1.0/3.0 seats	1.0/3.0 seats	1.0/4.0 seats
Light industry	3.0/1,000 square feet	3.0/1,000 square feet	2.5/1,000 square feet
Special districts use T-4			

(1) Assembly, stadium, educational facilities, and religious institutions: one space per 1.25 employees plus one space for each five (5) students, plus one (1) space for each four (4) fixed seats, or where no maximum capacity or fixed seats exist, one (1) space per 40 square feet of floor area available for public use.

(2) For any residential units with three (3) or more bedrooms, the provisions set forth in Residential Site Improvement Standards (RSIS) for parking shall apply. For any residential units with two (2) bedrooms or less, the table in §320-23A of the Code shall apply.

**BE IT FURTHER ORDAINED** that:

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

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

**NOTICE**

**TAKE NOTICE** that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, May 13, 2024. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on Wednesday, May 29, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk

# WEINER LAW GROUP<sub>LLP</sub>

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**GLENN C. KIENZ**  
Member of the Firm

[gkienz@weiner.law](mailto:gkienz@weiner.law)

May 23, 2024

Mayor and Council  
Town of Newton  
39 Trinity Street  
Newton, New Jersey 07860

**Re: Ordinance 2024-13**  
**Amending Zoning Ordinance Section 320-4 Regarding Maximum Bedrooms**  
**for Multi-Family Units and Section 320-23 Parking Space Requirements for**  
**Multi-Family Dwellings**  
**Our File No. NEWPB-004**

Dear Mayor and Council:

The purpose of this letter is to set forth items which were discussed at the May 15<sup>th</sup> regularly scheduled Newton Planning Board meeting regarding the above Ordinance.

The Board is in agreement with the purposes of the Ordinance but specifically suggests the Governing Body revisit parking requirements within the municipality so as to ensure that any new multi-family dwellings have sufficient space on the property for all motor vehicles to be stored and further that it also revisit the numbers of spaces required in conjunction with bedrooms for each individual apartment, since parking is not permitted overnight on any streets within the Town. It was also suggested that parking requirements within all Zones for residential use be reevaluated since currently, by way of example, in the Transect Zone T-5/T-6 parking requirements for residential uses are only one (1) per dwelling. It has become clear over the past several months that many residences are being converted and the Board has seen applications containing as many as six (6) bedrooms or a combination of bedrooms and home office use which over time can and sometimes are changed to provide additional bedroom space. This stacking of residences in apartments is happening throughout the State and it is recommended that the actual number of spaces should be revisited to ensure parking is always available on site. It should also be noted that if standards of the RSIS are exceeded notice must be given to the New Jersey Department of Community Affairs. The Board's suggestion is based upon the fact that Newton is not an urban center similar to those found around transit villages and more urban centers. See generally N.J.A.C. 5:21-3.5 and following.

Mayor and Council, Town of Newton  
Re: Ordinance 2024-13

May 23, 2024  
Our File No. NEWPB004  
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Should you have any questions, please feel free to contact me at my office.

Very truly yours,

WEINER LAW GROUP LLP  
Attorney for the Town of Newton Planning Board

By: GC Kienz  
Glenn C. Kienz  
A Member of the Firm

GCK:pag

cc Kerry Brown, Board Secretary, Town of Newton Planning Board

David B. Simmons, Jr., P.E., L.S., P.P., C.M.E., Harold E. Pellow & Associates, Inc.

Jessica Caldwell, PP, AICP, LEED GA, Principal Planner, J. Caldwell & Associates LLC

3566933.1

**TOWN OF NEWTON**

**ORDINANCE 2024-14**

**BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$70,000 FOR RESURFACING OF DOUMA DRIVE, DOUMA COURT, VALLEYVIEW COURT, AND BABBIT COURT IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$66,500 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION**

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

**SECTION 1:**

The improvement described in Section 3 of this Bond Ordinance (the "Improvement") is hereby authorized to be undertaken by the Town of Newton, in the County of Sussex, New Jersey (the "Town") as a general improvement. For the said Improvement there is hereby appropriated the amount of \$70,000, such sum includes \$3,500 from the Capital Improvement Fund as the down payment (the "Down Payment") required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law").

**SECTION 2:**

In order to finance the additional cost of the Improvement not covered by application of the Down Payment, negotiable bonds of the Town are hereby authorized to be issued in the principal amount of \$66,500 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said Improvement or purposes, negotiable bond anticipation notes of the Town are hereby authorized to be issued in the principal amount not exceeding \$66,500 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

**SECTION 3:**

(a) The Improvements authorized and the purpose for the financing of which said obligations are to be issued is for the resurfacing of Douma Drive, Douma Court, Valleyview Court, and Babbit Court, including all work and materials necessary therefor and incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file in the Office of the Clerk (supplements Bond Ordinance 2024-11).

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvement is \$66,500.

(c) The estimated cost of the Improvement is \$70,000 which amount represents the initial appropriation made by the Town.

#### SECTION 4:

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

#### SECTION 5:

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

#### SECTION 6:

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

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

(b) The period of usefulness of the Improvement, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations

authorized for such purpose, according to the reasonable life thereof computed from the date of the Bonds authorized by this Bond Ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Town, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this Bond Ordinance by \$66,500 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$5,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

#### SECTION 7:

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

#### SECTION 8:

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

#### SECTION 9.

The Chief Financial Officer of the Town is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Town and to execute such disclosure document on behalf of the Town. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Town pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Town and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond

counsel, consistent with the requirements of the Rule. In the event that the Town fails to comply with its undertaking, the Towns shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Town reasonably expects to pay expenditures with respect to the Improvement prior to the date that Town incurs debt obligations under this Bond Ordinance. The Town reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Town under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the cost of the Improvement is \$66,500.

SECTION 11:

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

**NOTICE**

**TAKE NOTICE** that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, May 13, 2024. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on Wednesday, May 29, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk

# TOWN OF NEWTON

## ORDINANCE 2024-15

### ORDINANCE AUTHORIZING THE PRIVATE SALE OF PUBLIC LANDS NOT NEEDED FOR PUBLIC PURPOSE TO THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION PURSUANT TO N.J.S.A. 40A:12-13(b)(1)

**WHEREAS**, the Town of Newton holds title to Block 23.01, Lots 1 and 3 (the "Property") as further identified on the Town of Newton Tax Maps and which Property is within the Town of Newton, which land is not needed for public use; and

**WHEREAS**, the State of New Jersey Department of Environmental Protection is interested in purchasing the Property; and

**WHEREAS**, the Town of Newton is authorized by the provisions of N.J.S.A. 40A:12-13(b)(1) to sell lands not needed for a public use privately to any political subdivision, agency, department, commission, board or body corporate and politic of the State of New Jersey upon adoption of an ordinance authorizing for same; and

**WHEREAS**, the Town of Newton desires to sell the Property to the State of New Jersey Department of Environmental Protection;

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

1. The Town of Newton hereby declares the Property identified as Block 23.01, Lots 1 and 3 is hereby owned by the Town of Newton.

2. The Town of Newton has determined the subject Property, Block 23.01, Lots 1 and 3, is no longer needed for public use and shall be sold in accordance with the appropriate New Jersey statutes, rules and regulations.

3. The Town of Newton hereby authorizes the conveyance of said property to the State of New Jersey Department of Environmental Protection (NJDEP), for the sum of Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00).

4. The Mayor and Town Clerk are hereby authorized to sign a purchase agreement and all other such documents as may be required for the property conveyance and to effectuate the sale of said lot, upon direction of the Town Attorney; and

**BE IT FURTHER ORDAINED** that:

5. All ordinances or parts of the ordinance which are inconsistent with the terms of this Ordinance are hereby repealed to the extent of their inconsistencies.

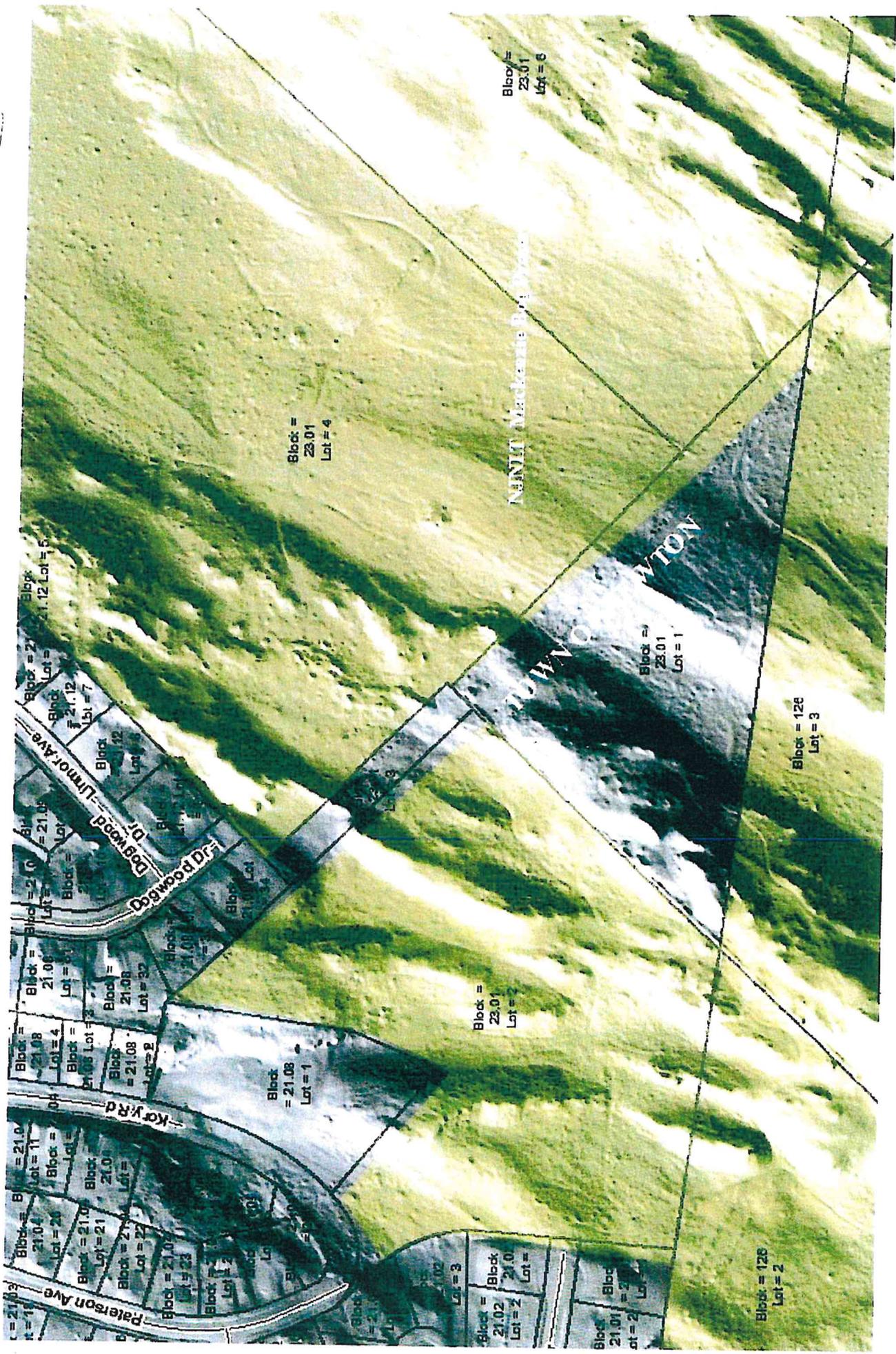
6. This Ordinance shall take effect upon due passage and publication in accordance with law.

**NOTICE**

**TAKE NOTICE** that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, May 13, 2024. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on Wednesday, May 29, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk



Block = 23.01  
Lot = 6

Block = 23.01  
Lot = 4

NINETY MARKHAM DRIVE

WATSON

Block = 23.01  
Lot = 1

Block = 126  
Lot = 3

Block = 23.01  
Lot = 2

Block = 21.08  
Lot = 1

Block = 126  
Lot = 2

Paterson Ave  
Hayward-Linnor Ave  
Hayward Rd

Paterson Ave  
Kory Rd

Block = 21.08 Lot = 1  
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Block = 21.08 Lot = 98  
Block = 21.08 Lot = 99  
Block = 21.08 Lot = 100

# TOWN OF NEWTON

## ORDINANCE 2024-16

### AN ORDINANCE OF THE TOWN OF NEWTON AUTHORIZING THE AMENDMENT OF THE FINANCIAL AGREEMENT PREVIOUSLY ENTERED INTO BY THE TOWN OF NEWTON AND WSR I URBAN RENEWAL, LLC AND THE ASSIGNMENT AND ASSUMPTION OF SAID FINANCIAL AGREEMENT TO 123 WATER URBAN RENEWAL, LLC

**WHEREAS**, by Resolution 69-2018 adopted February 26, 2018, the Town Council (the "**Town Council**") of the Town of Newton (the "**Town**") designated property identified on the official tax map of the Town as Block 10.01, Lot 4, and commonly known as 121 Water Street, as a non-condemnation area in need of redevelopment (the "**Redevelopment Area**" or "**Project Area**") in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "**Redevelopment Law**"); and

**WHEREAS**, by Ordinance 2020-14 adopted July 13, 2020, the Town Council duly adopted a redevelopment plan for the Redevelopment Area, entitled, "121 Water Street Redevelopment Plan", prepared by Topology and dated June 22, 2020 (as the same may be amended and supplemented from time to time, the "**Redevelopment Plan**"); and

**WHEREAS**, by Resolution 99-2021 adopted on April 12, 2021, the Town Council (a) designated Water Street Holdings, LLC as the redeveloper (the "**Redeveloper**") of the Redevelopment Area; and (b) authorized the Town to enter into a redevelopment agreement setting forth the terms and conditions by which Redeveloper will redevelop the Redevelopment Area for the construction, renovation, operation, and maintenance of the improvements within the Redevelopment Plan (the "**Project**" or "**Redevelopment Project**"); and

**WHEREAS**, on April 12, 2021, the Town and the Redeveloper entered into a redevelopment agreement setting forth their respective undertakings, rights, and obligations in connection with the development of the Redevelopment Project in accordance with the Redevelopment Plan and applicable law (the "**Redevelopment Agreement**"); and

**WHEREAS**, Lot 4 was subsequently subdivided into Lots 4.01 (the "**Residential Project Property**") and 4.02 (the "**Retail Project Property**"), both of which are controlled by the Redevelopment Agreement; and

**WHEREAS**, by Ordinance 2021-5 adopted April 26, 2021, the Town Council authorized the Town to enter into a financial agreement with WSR I Urban Renewal LLC (the "**Entity**"), an affiliate of the Redeveloper, setting forth the long-term tax exemption granted to the Entity concerning the Retail Project Property under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "**Exemption Law**"); and

**WHEREAS**, on April 26, 2021, the Town and the Entity entered into a financial agreement (the "**Financial Agreement**") as was authorized by Ordinance 2021-5; and

**WHEREAS**, by correspondence dated February 20, 2024, counsel for the Entity notified the Town that it is under contract to sell the Retail Project Property to 123 Water Urban Renewal, LLC (the "**Assignee**") , which sale is contingent upon the assignment of the Financial Agreement to the Assignee, and requested the Town Council approve the execution of an agreement by the Town with the Entity and Assignee permitting the proposed assignment of the Financial Agreement to Assignee (the "**Amendment, Assumption and Assignment Agreement**", the form of which is attached hereto as **Exhibit A**); and

**WHEREAS**, counsel for the Assignee provided proof by correspondence dated April 1, 2024 that Assignee is qualified to accept assignment of the Financial Agreement from the Entity, with Assignee being a limited liability company duly formed under the Revised New Jersey Limited Liability Company Act, N.J.S.A. 42:2C-1 et seq., and certified and approved as an Urban Renewal Entity by the New Jersey Department of Community Affairs on March 25, 2024; and

**WHEREAS**, the assignment of the Financial Agreement from the Entity to the Assignee is pursuant to the terms of the Amendment, Assignment, and Assumption Agreement to be entered into by and between the Town, the Entity and Assignee, which assignment requires the consent and approval of the Town pursuant to the terms of the Financial Agreement; and

**WHEREAS**, the Town, the Entity and Assignee also seek to provide for a limited amendment to the Financial Agreement by replacing Exhibit A to the Financial Agreement with an updated written description and an updated survey map of the Retail Project Property which is the property subject to the Financial Agreement; and

**WHEREAS**, the Town now desires to authorize the execution of the Amendment, Assignment, and Assumption Agreement providing for the limited amendment and assignment of the Financial Agreement as is now being authorized by the adoption of this Ordinance.

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

**Section 1.** The above "WHEREAS" paragraphs are hereby incorporated herein by reference as though specifically set forth herein below.

**Section 2.** The Newton Town Manager shall be and is hereby authorized and directed to execute and deliver the Amendment, Assignment, and Assumption Agreement on behalf of the Town in substantially the form attached hereto as **Exhibit A**, with such changes as the Newton Town Manager, after consultation with Redevelopment Counsel and any advisors to the Town as may be necessary and appropriate, shall determine, such determination to be conclusively evidenced by the execution of the Amendment, Assignment, and Assumption Agreement by the Newton Town Manager.

The Municipal Clerk shall be and is hereby authorized and directed to attest to the execution of the Amendment, Assignment, and Assumption Agreement by the Newton Town Manager and to affix the corporate seal of the Town to the Amendment, Assignment, and Assumption Agreement.

**Section 3.** The Newton Town Manager shall be and is hereby further authorized and directed to (i) execute and deliver, and the Municipal Clerk shall be and is hereby further authorized and directed to attest to such execution and to affix the corporate seal of the Town to, any document, instrument or certificate deemed necessary, desirable or convenient by the Newton Town Manager, after consultation with Redevelopment Counsel and any advisors to the Town as may be necessary and appropriate, to be executed in connection with the execution and delivery of the Amendment, Assignment, and Assumption Agreement and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Newton Town Manager deems necessary, desirable, or convenient in relation to the execution and delivery thereof.

**Section 4.** If any section, paragraph, subsection, clause, or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

**Section 5.** Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

**Section 6.** This Ordinance shall take effect upon final passage and publication as required by law.

**Section 7.** Upon final adoption hereof, the Municipal Clerk shall forward certified copies of this Ordinance to Douglas F. Doyle, Esq., DeCotiis, FitzPatrick, Cole & Giblin, LLP, Special Redevelopment Counsel to the Town.

### **NOTICE**

**TAKE NOTICE** that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, May 13, 2024. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on Wednesday, May 29, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk

**EXHIBIT A**

**Amendment, Assignment, and Assumption Agreement**

## AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF FINANCIAL AGREEMENT

**THIS AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF FINANCIAL AGREEMENT** (this “**Agreement**”), dated May \_\_, 2024 (the “**Effective Date**”) is by and among **WSR I URBAN RENEWAL, LLC** (the “**Assignor**”), a New Jersey Limited Liability Company qualified as an urban renewal entity in accordance with the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1, et seq. (the “**Long Term Tax Exemption Law**”), its successors and assigns forever, **123 WATER URBAN RENEWAL, LLC** (the “**Assignee**”), a New Jersey Limited Liability Company qualified as an urban renewal entity under the Long Term Tax Exemption Law, having an address at 47 Baltusrol Way, Short Hills, New Jersey 07078, its successors and assigns forever, and the **TOWN OF NEWTON** (the “**Town**”; collectively with Assignor and Assignee, the “**Parties**”), a municipal corporation organized and existing under the laws of the State of New Jersey, having an address of 39 Trinity Street, Newton, New Jersey 07860.

**WHEREAS**, the Town and Assignor entered into that certain financial agreement pursuant to the Long Term Tax Exemption Law dated as of April 26, 2021 (the “**Financial Agreement**”), pursuant to which the Town granted an exemption from taxation of certain improvements to be constructed (the “**Retail Project**”) on the property identified on the official tax map of the Town as Block 10.01, Lot 4.02 and commonly known as and located at 121 Water Street, Newton, New Jersey (the “**Retail Project Property**”) in accordance with the provisions of the Long Term Tax Exemption law in consideration of the Assignor paying to the Town an annual service charge for municipal services provided to the Project; and

**WHEREAS**, the Parties have entered into this Agreement in order to, among other things, provide clarification and confirmation as to the Retail Project Property and in furtherance of the assignment of the Financial Agreement from Assignor to Assignee as is permitted by the Financial Agreement; and

**WHEREAS**, Assignor is transferring to Assignee all of its right, title, and interest in and to the Retail Project and the Retail Project Property and Assignor is transferring all of Assignor’s right, title, and interest in and to the Financial Agreement to the Assignee, subject to the terms of this Agreement; and

**WHEREAS**, the Parties wish to amend the Financial Agreement subject to and according with the terms of this Agreement;

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Project Area as is defined within the Financial Agreement is and shall be the Retail Project Property as more particularly described by the metes and bounds description annexed to this Agreement as Exhibit A and as depicted on the survey map annexed to this Agreement as Exhibit B. It is the intent of this Agreement that the legal description documents

annexed to the Financial Agreement as Exhibit A are to be, and shall be and are hereby, removed and replaced in their entirety with the metes and bounds description annexed to this Agreement as Exhibit A and the survey map annexed to this Agreement as Exhibit B.

2. Assignee represents and warrants that it meets all of the preconditions set forth in Section 8.1(a) of the Financial Agreement, specifically that (i) the Assignee is an Urban Renewal Entity (ii) that does not own any other project, (iii) the Assignee is expressly assuming all of the obligations set forth in the Financial Agreement by way of this Agreement, and (iv) sale, transfer, or other conveyance would not otherwise result in the Retail Project Property, and/or the Improvements constructed thereon, being no longer subject to local property taxation in accordance with generally applicable law and the Financial Agreement.

3. Assignor represents and warrants that (i) it is not in default of its obligations under the Financial Agreement or the Long Term Tax Exemption Law, and (ii) provided that the representations and warranties of Assignee as provided in this Agreement are true and correct, assignment of the Financial Agreement is contingent upon the consent and approval of and by the Town to the assignment and form of this Agreement from by Assignor to Assignee, as evidenced by the Town's signature hereto.

4. The Town has determined there has been no default under the Financial Agreement by Assignor and all conditions required by the Financial Agreement have been satisfied by Assignor and Assignee necessary for Assignor to assign the Financial Agreement to Assignee.

5. Pursuant to Section 8.1(a)(iii) of the Financial Agreement, Assignee hereby accepts the assignment of the Financial Agreement as amended by this Agreement and assumes all of the obligations of the Assignor pursuant to the Financial Agreement.

6. Assignor shall indemnify and hold Assignee harmless, from any and all claims arising out of the Financial Agreement prior to the date hereof. Assignee shall indemnify and hold Assignor harmless, from any and all claims arising out of the Financial Agreement from this date forward.

7. The Town hereby approves the assignment of the Financial Agreement as amended by this Agreement by the Assignor to the Assignee.

8. The terms of Town Ordinance No. \_\_\_\_\_ authorizing the execution of this Agreement by the Town and assignment of the Financial Agreement by Assignor to Assignee adopted by the municipal council of the Town on \_\_\_\_\_, 2024, a copy of which is attached hereto as Exhibit C, are made a part of this Agreement as if more fully set forth herein.

9. Except as expressly set forth herein, all terms, covenants, provisions, and conditions of the Financial Agreement are incorporated herein by reference with the same force and effect as if duly set forth herein and shall be binding upon Assignor and Assignee.

10. Except as specifically modified and amended as set forth in this Agreement, the Financial Agreement shall remain unmodified and in full force and effect.

11. This Agreement embodies the entire agreement and understanding among the Parties relating to the subject matter hereof.

12. The execution and delivery of this Agreement has been duly authorized by all necessary action of each of the Parties and represents the valid and binding act and obligation of each of them, enforceable against each of them in accordance with its terms. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. None of the terms or provisions hereof may be waived, modified, or amended, except by an instrument in writing executed by the party to be charged therewith.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and it shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each of the Parties.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]**

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

**WSR I URBAN RENEWAL, LLC**

Assignor

By: \_\_\_\_\_

Name:

Title:

**123 WATER URBAN RENEWAL, LLC:**

Assignee

By: \_\_\_\_\_

Name:

Title:

**TOWN OF NEWTON**

By: \_\_\_\_\_

Name: Thomas S. Russo, Jr.

Title: Town Manager





## TOWN OF NEWTON

### RESOLUTION #150-2024

May 29, 2024

**"Approval of the Execution of a Shared Services Agreement with Hampton Township to Provide Animal Control Services From June 1, 2024 Through December 31, 2024"**

**WHEREAS**, the Township of Hampton ("Hampton") 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 Hampton to provide the requested animal control services to Hampton; 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 June 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 Hampton to provide animal control services to Hampton for the Period of June 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 Wednesday, May 29, 2024.

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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 Hampton, a body politic, with offices located at 1 Rumsey Way, Newton, NJ 07860.

### WITNESSETH:

The Town of Newton (hereinafter referred to as "NEWTON") and the Township of Hampton (hereinafter referred to as "HAMPTON") (collectively referred to as the "Parties") have agreed this 30 day of April, 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 June 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 HAMPTON, if requested, with Animal Control Services for an additional period of ninety (90) calendar days and HAMPTON 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 HAMPTON 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 HAMPTON'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 HAMPTON, 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 HAMPTON.
- 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 HAMPTON.
- 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 HAMPTON.
- 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 HAMPTON 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) HAMPTON Governing Body meeting per calendar year and as often as requested by the HAMPTON Governing Body, but in no event, no more than three (3) HAMPTON Governing Body meetings per calendar year, which shall be compensated by HAMPTON. NEWTON shall also provide HAMPTON with monthly activity reports sent via electronic mail as part of this agreement.
- J. The ACO will be available to organize and/or assist HAMPTON 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 HAMPTON.
- 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 HAMPTON'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 HAMPTON.
- M. ACO to provide monthly reports and report/phone call log summary in writing to the Hampton Township Committee either via email to [administrator@hamptontwp-nj.org](mailto:administrator@hamptontwp-nj.org) 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**

HAMPTON 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 HAMPTON, 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 HAMPTON TOWNSHIP**

In consideration of this service, HAMPTON shall pay to NEWTON Eight Thousand Dollars (\$8,000) for the contract term specified herein.

**5.2 QUARTERLY PAYMENTS BY HAMPTON TO NEWTON**

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

B. For the period of June 1, 2024, through December 31, 2024, NEWTON will receive one (1) monthly payment and two (2) quarterly payments from HAMPTON for the periods in question:

June 1, 2024 - \$1,142.86 (for the month of June 2024)

July 1, 2024 - \$3,428.57

October 1, 2024 - \$3,428.57

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

C. Failure by HAMPTON to pay its quarterly contribution by the twentieth (20<sup>th</sup>) 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 HAMPTON 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 HAMPTON 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 HAMPTON upon ninety (90) calendar days' written notice if NEWTON retains a new ACO that is not acceptable to HAMPTON, 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 HAMPTON, to terminate this Agreement and shall be held harmless by HAMPTON 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. HAMPTON will pay all outstanding invoices for services to NEWTON rendered to HAMPTON prior to cancellation of this Agreement.

## **9. INDEMNIFICATION**

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

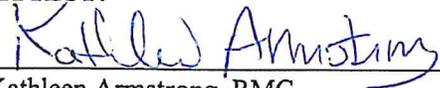
If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

**17. WAIVER**

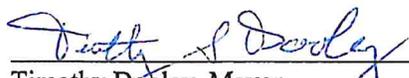
Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant, or condition at any other time; nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver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

  
Kathleen Armstrong, RMC  
Municipal Clerk

TOWNSHIP OF HAMPTON

  
Timothy Dooley, Mayor

ATTEST:

\_\_\_\_\_  
Teresa A. Oswin, RMC  
Municipal Clerk

TOWN OF NEWTON

\_\_\_\_\_  
John-Paul E. Couce, Mayor

## **Newton and Hampton 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 #151-2024

May 29, 2024

**“To Cancel Grant Receivable and Appropriated Reserve for Unrealized Recreation Improvement Grant (22) in the Amount of \$3,161.50”**

**WHEREAS**, the Town of Newton received an award in the amount of \$30,000.00 from the State of New Jersey Department of Community Affairs' (DCA) Division of Local Government Services (DLGS) which was appropriated in the 2022 Municipal Budget for a Recreation Improvement Grant; and

**WHEREAS**, the total costs expended and approved total \$26,838.50; and

**WHEREAS**, there is a grant receivable balance of \$3,161.50 on the Federal and State Grant balance sheet and an appropriated reserve of the same amount; and

**WHEREAS**, it is necessary to formally cancel the receivable balance and its offsetting appropriation balance from the Federal and State Grant Fund balance sheet.

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

#### **Federal & State Grant Fund**

Grant Receivable – Recreation Imp Grant #117-10-671	\$3,161.50
Appropriated Reserves – Recreation Imp Grant #213-41-671	\$3,161.50

#### **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 Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #152-2024

May 29, 2024

**“Resolution Authorizing Award of Contract to W.E. Timmerman Company Inc. Through Sourcewell National Cooperative Contract #093021-ELG for Elgin Whirlwind1 Vacuum Street Sweeper and Accessories”**

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

**WHEREAS**, the Town of Newton has the need to procure certain specialized sanitation equipment in accordance with the Local Public Contracts Law N.J.S.A. 40A:11-1 et. Seq.; and

**WHEREAS**, the Town of Newton has previously acted in accordance with New Jersey public procurement statutes and regulations as promulgated by formally joining a recognized and compliant National Cooperative, being the Sourcewell National Cooperative on June 11, 2018, through Resolution #126-2018; and

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

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

**WHEREAS**, the equipment and corresponding Sourcewell National Cooperative contract number is: Elgin Sweeping #093021-ELG for W.E. Timmerman Company Inc., PO Box 71, Whitehouse, NJ 08888; and

**WHEREAS**, the Town by using the cooperative contracting solution is saving monetary allocations by enjoying the benefits of an aggregated lower purchase costs as well as savings on the expenditures of excessive labor hours in developing, receiving, advertisement, and other expenditures associated with bid production and receipt; and

**WHEREAS**, the Town is desirous of purchasing an ELGIN Whirlwind1 vacuum street sweeper and accessories through #093021-ELG for W.E. Timmerman Company Inc., PO Box 71, Whitehouse, NJ 08888, in the amount of \$422,776.16; and

**WHEREAS**, the Chief Financial Officer certifies funds are available in Ordinance #2024-10 in the amount of \$422,776.16;

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

1. The Newton Town Manager be and hereby is authorized to procure an ELGIN Whirlwind1 vacuum street sweeper and accessories through #093021-ELG for W.E. Timmerman Company Inc., PO Box 71, Whitehouse, NJ 08888, in the amount of \$422,776.16.

**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 Wednesday, May 29, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #153-2024

May 29, 2024

**“Approval of Cooperative Purchasing Contract, Trucks Class 4-8 Through ESCNJ 23/24-04 W.E. Timmerman and Company Inc.”**

**WHEREAS**, there is a need for street sweeping equipment for the daily operations within the Town of Newton; and

**WHEREAS**, this service can be purchased through Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract # ESCNJ 23/24-04; and

**WHEREAS**, W.E. Timmerman and Company Inc. has provided a quote for an Elgin Pelican Sweeper in accordance with the Cooperative Contract in the amount of \$352,258.32; and

**WHEREAS**, W.E. Timmerman and Company Inc. is an awarded vendor through the Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract #ESCNJ 23/24-04 expiring June 30, 2025; and

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

**WHEREAS** the Town by using the cooperative contracting solution is saving monetary allocations by enjoying the benefits of an aggregated lower purchase costs as well as savings on the expenditures of excessive labor hours in developing, receiving, advertisement, and other expenditures associated with bid production and receipt; and

**WHEREAS**, the Chief Financial Officer certifies funds are available in Ordinance #2024-10 in the amount of \$352,258.32; and

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

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, in the County of Sussex, State of New Jersey, as follows: the Town Manager is authorized to enter into a contract with W.E. Timmerman and Company Inc., under the authority of Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract 23/24-04 expiring June 30, 2025, in the amount of \$352,258.32 for the Elgin Pelican Sweeper as quoted.

### 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 Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #154-2024

May 29, 2024

**“Resolution Authorizing Award of Contract to Jet Vac Inc. Through Sourcewell National Cooperative Contract #101221-SCA for 900-ECO 9 Yard Truck Mounted Combination Sewer Cleaner and Accessories”**

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

**WHEREAS**, the Town of Newton has the need to procure certain specialized Jet Vac equipment in accordance with the Local Public Contracts Law N.J.S.A. 40A:11-1 et. Seq.; and

**WHEREAS**, the Town of Newton has previously acted in accordance with New Jersey public procurement statutes and regulations as promulgated by formally joining a recognized and compliant National Cooperative, being the Sourcewell National Cooperative on June 11, 2018 through Resolution #126-2018; and

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

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

**WHEREAS**, the equipment and corresponding Sourcewell National Cooperative contract number is: High-pressure jetting, vacuum, hydro-excavating and recycling, #101221-SCA for 900-ECO 9 Yard Truck Mounted Combination Sewer Cleaner; and

**WHEREAS**, the Town is desirous of purchasing a 900-ECO 9 Yard Truck Mounted Combination Sewer Cleaner and accessories through Sourcewell #101221-SCA through Jet Vac Inc., 195 Green Pond Road, Rockaway, NJ 07866, in the amount of \$565,125.75; and

**WHEREAS**, the Chief Financial Officer certifies funds are available after the adoption of Ordinance #2024-10, which includes the estoppel period in the amount of \$565,125.75;

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

1. The Newton Town Manager be and hereby is authorized to procure a 900-ECO 9 Yard Truck Mounted Combination Sewer Cleaner and accessories through Sourcewell #101221-SCA through Jet Vac Inc., 195 Green Pond Road, Rockaway, NJ 07866, in the amount of \$565,125.75.

**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 Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #155-2024

May 29, 2024

**“Approval of Cooperative Purchasing Contract, Trucks Class 4-8 Through ESCNJ 23/24-04 Nielsen Ford to Purchase a 2024 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" Truck”**

**WHEREAS**, there is a need for Super Duty Truck equipment and accessories for the daily operations within the Town of Newton; and

**WHEREAS**, this service can be purchased through Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract # ESCNJ 23/24-04; and

**WHEREAS**, Nielsen Ford Inc. has provided a quote for a 2024 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" through ESCNJ 23/24-04 in accordance with the Cooperative Contract in the amount of \$56,427.41; and

**WHEREAS**, Nielsen Ford Inc. is an awarded vendor through the Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract # ESCNJ 23/24-04 expiring June 30, 2025; and

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

**WHEREAS** the Town by using the cooperative contracting solution is saving monetary allocations by enjoying the benefits of an aggregated lower purchase costs as well as savings on the expenditures of excessive labor hours in developing, receiving, advertisement, and other expenditures associated with bid production and receipt; and

**WHEREAS**, the Chief Financial Officer certifies that funds are available in Ordinance #2024-10 in the amount of \$56,427.41; and

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

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, in the County of Sussex, State of New Jersey, as follows: the Newton Town Manager is authorized to enter into a contract with Nielsen Ford Inc., under the authority of Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract 23/24-04 expiring June 30, 2025, in the amount of \$56,427.41 for the 2024 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" as quoted.

### 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 Wednesday, May 29, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #156-2024

May 29, 2024

#### **“Approval of Cooperative Purchasing Contract, Vehicle Accessories – Bid #ESCNJ 23/24-04 to Cliffside Body Corporation”**

**WHEREAS**, there is a need to provide a Palfinger, T-12S 12.000LB. Capacity Hook-Lift with a 36" High Hook Height, a 9' Western Pro Plus, Snowplow, Salt Dogg 9' Stainless Steel V-Box Spreader, and accessories for the Town of Newton Department of Public Works; and

**WHEREAS**, this equipment service can be purchased through Educational Services Commission of New Jersey Cooperative Contract #ESCNJ 23/24-04; and

**WHEREAS**, this service has been awarded to Cliffside Body Corporation, 130 Broad Ave., Fairview, NJ 07022; and

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

**WHEREAS**, the Town by using the cooperative contracting solution is saving monetary allocations by enjoying the benefits of an aggregated lower purchase cost as well as savings on the expenditures of excessive labor hours in developing, receiving, advertisement, and other expenditures associated with bid production and receipt; and

**WHEREAS**, the Chief Financial Officer certifies that funds are available in Ordinance #2024-10 in the amount of \$58,010.00;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, in the County of Sussex, State of New Jersey as follows: the Newton Town Manager is authorized to enter into a contract with Cliffside Body Corporation, 130 Broad Ave., Fairview, NJ 07022 under the authority of ESCNJ 23/24-04, in the amount of \$58,010.00 to provide Palfinger, T-12S 12.000LB. Capacity Hook-Lift with a 36" High Hook Height, a 9' Western Pro Plus, Snowplow, Salt Dogg 9' Stainless Steel V-Box Spreader, and accessories for the Town of Newton Department of Public Works.

#### **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 Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #157-2024

May 29, 2024

**“Approval of Cooperative Purchasing Contract, Trucks Class 4-8 Through ESCNJ 23/24-04 Nielsen Ford to Purchase a 2024 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 169" WB 84" Truck”**

**WHEREAS**, there is a need for Super Duty Truck equipment and accessories for the daily operations within the Town of Newton; and

**WHEREAS**, this service can be purchased through Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract # ESCNJ 23/24-04; and

**WHEREAS**, Nielsen Ford Inc. has provided for a quote for a 2024 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 169" WB 84" through ESCNJ 23/24-04 in accordance with the Cooperative Contract in the amount of \$55,799.54; and

**WHEREAS**, Nielsen Ford Inc. is an awarded vendor through the Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract # ESCNJ 23/24-04 expiring June 30, 2025; and

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

**WHEREAS** the Town by using the cooperative contracting solution is saving monetary allocations by enjoying the benefits of an aggregated lower purchase costs as well as savings on the expenditures of excessive labor hours in developing, receiving, advertisement, and other expenditures associated with bid production and receipt; and

**WHEREAS**, the Chief Financial Officer certifies that funds are available in Ordinance #2024-10 in the amount of \$55,799.54; and

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

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, in the County of Sussex, State of New Jersey, as follows: the Newton Town Manager is authorized to enter into a contract with Nielsen Ford Inc., under the authority of Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract 23/24-04 expiring June 30, 2025, in the amount of \$55,799.54 for the 2024 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 169" WB 84" as quoted.

### 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 Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #158-2024

May 29, 2024

**“Approval of Cooperative Purchasing Contract, Vehicle Accessories – Bid #ESCNJ 23/24-04 to Cliffside Body Corporation for a Galion 103 USD-9 Stainless Steel Dump Body and Other Accessories”**

**WHEREAS**, there is a need for a Galion 103 USD-9 Stainless Steel Dump Body, a 9' Western Pro Plus Snowplow, and a Meyer 6" Hydraulic Direct Drive UTG Spreader for the Town of Newton Department of Public Works; and

**WHEREAS**, this equipment service can be purchased through Educational Services Commission of New Jersey Cooperative Contract #ESCNJ 23/24-04; and

**WHEREAS**, this service has been awarded to Cliffside Body Corporation, 130 Broad Ave., Fairview, NJ 07022; and

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

**WHEREAS**, the Town by using the cooperative contracting solution is saving monetary allocations by enjoying the benefits of an aggregated lower purchase cost as well as savings on the expenditures of excessive labor hours in developing, receiving, advertisement, and other expenditures associated with bid production and receipt; and

**WHEREAS**, the Chief Financial Officer certifies that funds are available in Ordinance #2024-10 in the amount of \$49,689.00;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, in the County of Sussex, State of New Jersey as follows: the Newton Town Manager is authorized to enter into a contract with Cliffside Body Corporation, 130 Broad Ave., Fairview, NJ 07022 under the authority of ESCNJ 23/24-04, in the amount of \$49,689.00 for a Galion 103 USD-9 Stainless Steel Dump Body, a 9' Western Pro Plus Snowplow, and a Meyer 6" Hydraulic Direct Drive UTG Spreader for the Town of Newton Department of Public Works.

### 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 Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #159-2024

May 29, 2024

**“Authorizing Purchase of One (1) 2024 Ford Super Duty F-250 SRW (W28) XL 4WD Crew Cab 6.75' Box From Nielsen Ford Through Morris County Cooperative Contract #15-C Item #11”**

**WHEREAS**, a need exists for a 2024 Ford Super Duty F-250 SRW (W28) XL 4WD Crew Cab 6.75' Box for the operations of the Department of Public Works for the Town of Newton; and

**WHEREAS**, the Town of Newton may, without advertising for bids, purchase such materials through the Morris County Cooperative Purchasing Pricing Council, pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et. Seq.; and

**WHEREAS**, under Morris County Cooperative Pricing Council Award #15-C Line #11, Nielsen Ford has been awarded the contract for supply of super duty vehicles through the MCCPC; and

**WHEREAS**, Nielsen Ford has provided a quote for a 2024 Ford Super Duty F-250 SRW (W28) XL 4WD Crew Cab 6.75' Box, in the amount of \$66,513.95; and

**WHEREAS**, the Town by using the cooperative contracting solution is saving monetary allocations by enjoying the benefits of an aggregated lower purchase cost as well as savings on the expenditures of excessive labor hours in developing, receiving, advertisement, and other expenditures associated with bid production and receipt; and

**WHEREAS**, the Chief Financial Officer certifies that funds are available in Ordinance #2024-10 in the amount of \$66,513.95; and

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

**NOW, THEREFORE BE IT RESOLVED**, by the Newton Town Council that it authorizes without bidding pursuant to N.J.S.A. 40A:11-11 Contract #15C-item #11, of the Morris County Cooperative Pricing Council to procure one (1) 2024 Ford Super Duty F-250 SRW (W28) XL 4WD Crew Cab 6.75' Box, in the amount of \$66,513.95 through Nielsen Ford.

### 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 Wednesday, May 29, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #160-2024

May 29, 2024

**“Approval of Cooperative Purchasing Contract, Vehicle Accessories – Bid #ESCNJ 23/24-04 to Cliffside Body Corporation an 8’6” Western Pro Plus Snowplow and Back Rack Cab Protector”**

**WHEREAS**, there is a need for an 8’6” Western Pro Plus Snowplow and Back Rack Cab Protector for the Town of Newton Department of Public Works; and

**WHEREAS**, this equipment can be purchased through the Educational Services Commission of New Jersey Cooperative Contract #ESCNJ 23/24-04; and

**WHEREAS**, this service has been awarded to Cliffside Body Corporation, 130 Broad Ave., Fairview, NJ 07022; and

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

**WHEREAS**, the Town by using the cooperative contracting solution is saving monetary allocations by enjoying the benefits of an aggregated lower purchase cost as well as savings on the expenditures of excessive labor hours in developing, receiving, advertisement, and other expenditures associated with bid production and receipt; and

**WHEREAS**, the Chief Financial Officer certifies that funds are available in Ordinance #2024-10 in the amount of \$8,270.00;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, in the County of Sussex, State of New Jersey as follows: the Newton Town Manager is authorized to enter into a contract with Cliffside Body Corporation, 130 Broad Ave., Fairview, NJ 07022 under the authority of ESCNJ 23/24-04, in the amount of \$8,270.00 for provide for an 8’6” Western Pro Plus Snowplow and Back Rack Cab Protector for the Town of Newton Department of Public Works.

### 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 Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #161-2024

May 29, 2024

**“Authorize a Credit Due a Water and Sewer Utility Account”**

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

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that the Water and Sewer Collector is hereby authorized to credit the following account for the amount billed incorrectly due to the reason stated:

**UTILITY BOARD RECOMMENDS WAIVER OF EXCESS SEWER CHARGES DUE TO A LEAK:**

<u>Account</u>	<u>Address</u>	<u>Amount</u>
32	65 Spring Street	\$8,577.09

### **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 Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #162-2024

May 29, 2024

"Person-to-Person Transfer of Plenary Retail  
Consumption License No. 1915-33-001-006"

**WHEREAS**, an application has been filed for a Person-to-Person Transfer of Plenary Retail Consumption License Number 1915-33-001-006, heretofore issued to CHENLIN CHUNBO INC, Newton, New Jersey; and

**WHEREAS**, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

**WHEREAS**, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes and regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

**WHEREAS**, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business;

**NOW, THEREFORE BE IT RESOLVED**, that the Newton Governing Body does hereby approve, effective May 29, 2024, the transfer of the aforesaid Plenary Retail Consumption License to CHUNBO 668, INC, and does hereby direct the Newton Municipal Clerk to endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to CHUNBO 668, INC., effective May 29, 2024."

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #163-2024

May 29, 2024

#### **“Resolution Authorizing Payment #1 for Renovations to Newton Firehouse #1 Project”**

**WHEREAS**, the Town of Newton was in need of renovations to Newton Firehouse #1 and publicly accepted bids for the project on November 11, 2023. The bid was awarded by Resolution #104-2024 to TNS Construction, LLC, in the amount of \$1,497,000.00; and

**WHEREAS**, the Town of Newton has received a request for Payment #1, dated May 16, 2024, from TNS Construction, LLC requesting payment in the amount of One Hundred Twenty-Nine Thousand and Seventeen Dollars (\$129,017), which reflects withholding two percent (2%) retainage from the total value completed to date; and

**WHEREAS**, the Town Engineer on this Project, Harold E. Pellow & Associates, Inc., has completed a Payment Recommendation dated May 22, 2024, and hereby recommends Payment #1 to TNS Construction, LLC, in the amount of One Hundred Twenty-Nine Thousand and Seventeen Dollars (\$129,017), subject to TNS Construction, LLC providing original Payment Request documentation to the Town Engineer's satisfaction;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Town hereby authorizes Payment #1 to the contract with TNS Construction, LLC in the amount of One Hundred Twenty-Nine Thousand and Seventeen Dollars (\$129,017), which reflects withholding two percent (2%) retainage from the total value completed to date; and

**BE IT FURTHER RESOLVED**, that the Town of Newton shall not release said Payment #1 until such time that TNS Construction, LLC provides the original Payment Request documentation to the Town Engineer's satisfaction; and

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution shall be forwarded to the Town of Newton Chief Financial Officer, the Town of Newton Engineer on this Project, and to TNS Construction, LLC.

#### **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 Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #164-2024

May 29, 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 Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk

## List of Bills - CLEARING/CLAIMS

Meeting Date: 05/29/2024 For bills from 05/14/2024 to 05/23/2024

Check#	Vendor	Description	Payment	Check Total
10766	1846 - ADVANCE AUTO PARTS	PO 65700 Equip Main/ #6271030269	342.81	
		PO 65700 Equip Main/ #6271030269	15.16	357.97
10767	4106 - ALL GAS & WELDING SUPPLY CO., INC.	PO 65674 MIG/WELDING Spls CUST #783862	554.30	554.30
10768	3897 - AMAZON CAPITAL SERVICES	PO 65688 Four sets of headphones and break room i	90.26	
		PO 65688 Four sets of headphones and break room i	48.60	
		PO 65699 Antenna and SDR Antenna Dongle	127.94	266.80
10769	3891 - ARMSTRONG, ADAM	PO 65728 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10770	4357 - ARMSTRONG, GARRETT	PO 65695 REIMBURSEMENT FOR RECERTIFICATION	55.00	55.00
10771	4559 - AWERTSCHENKO, MICHAEL	PO 65729 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10772	3087 - BASSANI POWER EQUIPMENT	PO 65705 WEED WACKER/ BRUSH CUTTER	655.28	655.28
10773	4825 - BLESSING TREE SERVICE	PO 65588 Tree Removal - Town property/ easement -	7,200.00	7,200.00
10774	300 - BRIGHTSPEED	PO 64939 B: LONG DISTANCE #499697313 (SPLIT INTO	58.20	58.20
10775	300 - BRIGHTSPEED	PO 64953 B: LONG DISTANCE A/C #320421349 (SPLIT	58.08	58.08
10776	300 - BRIGHTSPEED	PO 64954 B: LOCAL PHONE SVC A/C #310115975	2,021.96	
		PO 64954 B: LOCAL PHONE SVC A/C #310115975	1,256.31	3,278.27
10777	300 - BRIGHTSPEED	PO 64993 B: WOODSIDE AVE PS A/C #3010395888 @ \$42	41.76	41.76
10778	3015 - CAPITOL SUPPLY CONST PRODUCTS, INC.	PO 64531 WATERMAIN & SANITARY SEWER PIPES & FITTI	15,841.09	15,841.09
10779	4706 - CARLUCCI, MICHAEL	PO 64923 B: MUNICIPAL JUDGE COVERAGE (N =\$39,417	3,707.27	3,707.27
10780	506 - CARR, JOSEPH	PO 65730 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10781	1333 - CERBO'S HAMPTON NURSERY INC.	PO 65722 PERENNIALS FOR SPRING STREET	448.00	448.00
10782	4235 - CHAMPIGNON, CRAIG	PO 65731 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10783	2628 - CONDOR CREATIONS	PO 65603 2024 Flags of Honor Pins Qty 150	518.50	518.50
10784	155 - COYNE CHEMICAL CORP., INC.	PO 65288 B: Liq Hydroflusilic Acid (\$9500.00 @ \$7	910.84	910.84
10785	4740 - CRAWN DOUG	PO 65732 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10786	286 - CURRENT ACCOUNT	PO 65717 W/S GAS DIESEL REIMB	2,348.79	2,348.79
10787	106 - ELIZABETHTOWN GAS	PO 64957 B: NATURAL GAS	1,934.65	1,934.65
10788	4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC.	PO 64961 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	5,798.00	
		PO 64961 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	949.00	
		PO 65712 LEGAL -APR	1,261.00	8,008.00
10789	4039 - FARMSIDE LANDSCAPE & DESIGN INC	PO 65108 B: FIELD MAIN/SPORTS FIELDS - Softball &	595.00	595.00
10790	4741 - FITZGERALD DILLON	PO 65733 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10791	3318 - FREDON ANIMAL HOSPITAL	PO 65078 B: VETERINARY SERVICES	221.35	221.35
10792	4724 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 64958 B: ADVERTISING ACCT #704136	103.19	
		PO 64958 B: ADVERTISING ACCT #704136	129.27	232.46
10793	4506 - GLENN C KIENZ	PO 64929 B: 2024 PLANNING BOARD ATTORNEY (800/MNT	800.00	800.00
10794	1608 - GOLD TYPE BUSINESS MACHINES	PO 65694 INFO-COP MOBILE LICENSE RENEWAL	2,100.00	2,100.00
10795	4600 - GUEST, JOSHUA	PO 65734 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10796	3804 - HAYDEE BALLESTER	PO 64928 B: COURT TRANSLATION	150.00	150.00
10797	230 - HAYEK'S MARKET INC.	PO 65756 FRUIT BASKET	50.00	50.00
10798	1866 - HOME DEPOT, INC.	PO 65763 Power washer concrete attachment, Shelvi	245.34	
		PO 65764 Slushy Machine for Concessions	899.99	1,145.33
10799	4620 - HQW ARCHITECTS, LLC.	PO 64045 Fire House 1 Project	510.00	
		PO 65387 FIRE HOUSE #1 RENOVATIONS ARCHITECTURAL	2,490.00	3,000.00
10800	3491 - IAMRESPONDING.COM	PO 65687 E DISPATCH	860.00	860.00
10801	1462 - INSTITUTE PROFESSIONAL DEVELOP	PO 65767 6/12 Webinar - Finance CEUs	50.00	50.00
10802	4687 - INTERNATIONAL FIREWORKS MANUFACTURING CO	PO 65400 FIREWORK DISPLAY FOR NEWTON DAY - JUNE 8	8,000.00	8,000.00
10803	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 65314 B: PLANNER	2,980.00	
		PO 65710 APR PRO SERVICES	7,320.00	
		PO 65710 APR PRO SERVICES	2,607.50	12,907.50
10804	1714 - JAEKEL, KENNETH	PO 65735 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10805	1271 - JCI JONES CHEMICALS, INC	PO 65182 B: LIQUID CHLORINE/GAS (\$350 PER Cyl @15	2,514.50	
		PO 65184 B:Liq Gas Sulfer Dioxide (\$17,000 @ \$1.6	1,458.00	3,972.50
10806	113 - JCP&L	PO 64955 B: ELECTRIC	7,370.10	7,370.10
10807	4211 - JOSEPH D CALABRESE	PO 64952 B: LOGISTICS FOR SPECIAL EVENTS	250.00	250.00
10808	2569 - KIEFFER ELECTRIC, INC.	PO 65390 Recreation OFFICE WINDOW SHUTTER/ Electr	855.62	
		PO 65707 Sparta Ave / Electrical Short/ related t	390.00	1,245.62
10809	365 - KITHCART, BROCK	PO 65749 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10810	4227 - LAW OFFICE OF DANIEL P. AGATINO, LLC.	PO 64926 B: 2024 PUBLIC DEFENDER ((TWN \$13,500. G	1,333.34	1,333.34
10811	4658 - LAW OFFICE OF ORLANDO R RODRIGUEZ, LLC.	PO 63756 B: ALTERNATE PUBLIC DEFENDER @ \$150/SESS	750.00	750.00
10812	2848 - LEYMAN ROY	PO 65747 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10813	3985 - LEYMAN, JUSTIN	PO 65748 BOOT ALLOWANCE 2024 Contractual	275.00	275.00

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 05/29/2024 For bills from 05/14/2024 to 05/23/2024

Check#	Vendor	Description	Payment	Check Total
10814	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 65287 B: Liq Sodium Hypochlorite (\$29,250 @ \$3	2,145.00	2,145.00
10815	2854 - MCGARRY DUSTIN	PO 65736 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10816	409 - MINISINK PRESS INC	PO 65760 ENVELOPES-TAX COLLECTOR	284.00	284.00
10817	3728 - MUNICIPAL SAFETY SUPPLY	PO 65505 CROSSING GUARD SUPPLIES QUOTE #1887	762.10	762.10
10818	170 - NEWTON BOARD OF EDUCATION	PO 64922 SCHOOL TAX (JAN-JUNE) 2024-	1,132,716.67	1,132,716.67
10819	4154 - NEWTON HIGH SCHOOL	PO 65684 FFA - Florals for Miss Newton 2024	70.00	70.00
10820	2456 - NIELSEN FORD	PO 65697 REPAIR TO PD INTERCEP	1,735.37	1,735.37
10821	2607 - NORTHERN RAIN	PO 65706 2024 Townhall Sprinkler Rpr	121.00	121.00
10822	4811 - ORTIZ, RICHARD	PO 65361 BAND FOR NEWTON DAY - JUNE 8TH (RAIN JUN	1,400.00	1,400.00
10823	2718 - OSWIN III WILLIAM	PO 65737 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10824	1751 - OSWIN TERESA ANN	PO 65703 Mileage to Registrar Seminar 5-2-24	61.64	61.64
10825	4656 - PAULUS, SOKOLOWSKI & SARTOR LLC	PO 64962 B: ALTERNATE SEWER ENGINEER (NOT TO EXCE	3,758.75	
		PO 65137 B - Pump Station Consolidation	8,872.50	
		PO 65411 SAND FILTER REHAB	1,972.50	
		PO 65709 MORRIS LK BLOWOFF DAM	4,092.50	
		PO 65754 SCADA/WWTP GENERATOR & ATS REPLACEMENT -	6,942.81	25,639.06
10826	64 - FELLOW, HAROLD & ASSO, INC.	PO 63193 B: WATER ENGINEER (not to exceed \$47,000	1,483.50	1,483.50
10827	2788 - PENTELEDATA	PO 64944 B: INTERNET -DPW & STP (2 modems)	159.95	
		PO 64944 B: INTERNET -DPW & STP (2 modems)	159.95	319.90
10828	4204 - PLANET NETWORKS INC.	PO 65050 B: Internet Access: Jan - Dec 2024- Wate	1,219.80	
		PO 65051 B: Internet Access: Jan - Dec 2024 Summi	199.90	1,419.70
10829	1532 - PRIME TIME NEWTON SENIORS	PO 65725 2024 Contribution	3,500.00	3,500.00
10830	4126 - PROFESSIONAL CONSULTING INC.	PO 64963 B: SEWER ENGINEER (\$179/HR NOT TO EXCE	4,457.50	
		PO 65752 W/S ENGINEER -APR	12,142.50	16,600.00
10831	4666 - PROSHRED SECURITY	PO 65151 Town Event - Paper Shredding	1,400.00	1,400.00
10832	39 - QUILL CORPORATION	PO 64973 B: NPD OFFICE SUPPLIES	57.98	57.98
10833	4203 - RAPID PUMP	PO 61254 WTP/Contractual Maintenance 2022	10,809.10	
		PO 62938 B: Sewer Utility Qtrly Service Inspectio	29,800.00	
		PO 65162 Raw Water Pump (WTP)	17,300.00	
		PO 65318 VFD - Raw Water Pump - WTP	9,585.19	
		PO 65711 Weinman Pump Repair/WWTP	13,231.47	80,725.76
10834	4829 - RHOMAR INDUSTRIES INC.	PO 65713 Road Spls/ Fluids Account #A1520	2,418.94	2,418.94
10835	4555 - ROBERT H HOOVER & SONS INC	PO 64467 2024 Freightliner 114SD Plus Tandem Chas	150,619.00	150,619.00
10836	4236 - ROWETT, ERIK	PO 65738 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10837	1261 - S/NJ EMPLOYER ACCOUNTS	PO 65702 NJ Unemployment - 1st Qtr. 2024	193.00	193.00
10838	4644 - SIEGEL, STEVEN M.	PO 64925 B: PROSECUTOR (\$31,000 TWN/\$3,500 GR	2,875.01	2,875.01
10839	2257 - STAPLES	PO 65679 Summer Hires - Supplies	81.07	81.07
10840	4440 - STORR TRACTOR COMPANY	PO 65716 Machine Maintenance/ Spring PM Service	114.98	114.98
10841	280 - STRAWAY, THOMAS	PO 65739 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10842	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 64237 B.ENGINEERING DESIGN MOORE'S BROOK	10,159.25	
		PO 64238 B.ENGINEERING MEMORY PARK INFRASTRUCTURE	11,070.00	
		PO 64513 MOORES BROOK DREDGING STORMWATER MANAGEM	1,383.75	
		PO 65639 ORD #2024-10 W/S VEHICLES	6,253.75	28,866.75
10843	2056 - SUBURBAN PROPANE, LP.	PO 65715 PROPANE ACCT #2232-546329	4,797.09	4,797.09
10844	1215 - SUSSEX & WARREN TAX COLL	PO 65757 SWTCTA QUARTERLY LUNCHEON SHACKLETON	35.00	
		PO 65758 TAX COLLECTOR QUARTERLY MEETING	35.00	70.00
10845	3603 - SUSSEX COUNTY COMMUNITY COLLEGE	PO 65723 Brownies and Cookies Miss Newton Contest	120.00	120.00
10846	3851 - THE CANNING GROUP, LLC.	PO 64927 B: 2024 QPA ANN \$8,500	708.33	708.33
10847	4833 - THORLABS URBAN RENEWL, LLC	PO 65720 Release of Performance Guarantees B 1104	24,000.00	24,000.00
10848	2880 - TRACTOR SUPPLY	PO 65026 B: ACO EQUIP	27.96	
		PO 65026 B: ACO EQUIP	55.97	
		PO 65689 Welding Spls	63.95	
		PO 65750 Pool Railing/ Sandblasting & Painting	170.91	318.79
10849	367 - TREASURER, STATE OF NEW JERSEY	PO 65727 1ST QTR MARR LICENSE'S (12)	300.00	300.00
10850	1151 - TREASURER, STATE OF NEW JERSEY	PO 65761 Stormwater Discharge 7/1/2023-6/30/2024	2,000.00	2,000.00
10851	2476 - TREASURER, STATE OF NJ -BURIAL	PO 65726 1st QTR QTR BURIAL PERMIT (1)	5.00	5.00
10852	4814 - TSN CONSTRUCTION, LLC.	PO 65394 FIRE HOUSE #1 RENOVATIONS	129,017.00	129,017.00
10853	4621 - UJVARY RANDY	PO 65740 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10854	3682 - VANDERGROEF JASON	PO 65741 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10855	1280 - VERIZON WIRELESS, INC.	PO 65000 B: CELL PHONE ACCT #882571077-0001	1,814.43	
		PO 65000 B: CELL PHONE ACCT #882571077-0001	133.96	1,948.39
10856	2540 - VOUGH ADAM	PO 65742 BOOT ALLOWANCE 2024 Contractual	275.00	275.00

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 05/29/2024 For bills from 05/14/2024 to 05/23/2024

Check#	Vendor	Description	Payment	Check Total
10857	2635 - W.B. MASON, INC.	PO 65755 Paper order - 2nd floor copier cust #c1	76.00	76.00
10858	4815 - WELDON QUARY CO., LLC.	PO 65686 B: Street Materials/Road Patching	3,109.58	3,109.58
10859	2576 - WHITE JOE	PO 65743 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10860	4822 - WILDFLOWERS OF SUSSEX COUNTY	PO 65696 FLORAL ARRANGEMENT	50.00	
		PO 65704 Sympathy arrangement - Estremera Family	80.00	130.00
10861	3892 - WISTUBA, TRAVIS	PO 65744 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
10862	231 - ZEP MANUFACTURING COMPANY CORP.	PO 65685 Main/Parks Insect Spray	612.75	612.75
TOTAL				1,719,599.36

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-166-05-000-001	INTERFUND RECEIVABLE - PARK AUTHORITY			38.01	
01-194-08-100-000	TOTAL MISC REVENUE NOT ANTICIPATED			5.00	
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	109.26			
01-201-20-105-200	HUMAN RESOURCE - OTHER EXPENSES	100.07			
01-201-20-110-200	TOWN COUNCIL - OTHER EXPENSES	80.00			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	214.83			
01-201-20-130-200	FINANCE ADMINISTRATION - OTHER EXPENSES	19.00			
01-201-20-145-200	COLLECTION OF TAXES - OTHER EXPENSES	319.00			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	9,506.35			
01-201-20-175-200	HISTORIC COMMISSION - OTHER EXPENSES	647.50			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	6,500.00			
01-201-21-181-200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	708.33			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	975.08			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	2,100.00			
01-201-25-252-200	EMERGENCY MANAGEMENT - OTHER EXPENSES	127.94			
01-201-25-255-200	FIRE DEPARTMENT - OTHER EXPENSES	860.00			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	15,852.17			
01-201-26-298-200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	2,000.00			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	121.00			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	1,750.53			
01-201-27-340-200	ANIMAL CONTROL - OE	305.28			
01-201-27-365-200	SENIOR CITIZEN PROGRAM - OTHER EXPENSE	3,500.00			
01-201-28-370-200	RECREATION - OTHER EXPENSES	708.50			
01-201-28-371-200	SWIMMING POOL - OTHER EXPENSES	416.25			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	1,863.03			
01-201-30-420-200	CELEBRATION OF PUBLIC EVENTS - OE	8,000.00			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	12,864.41			
01-201-42-108-100	INTERLOCAL - GREEN TWP COURT	4,207.27			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	150.00			
01-201-44-900-000	CAPITAL IMPROVEMENTS - OTHER EXPENSES	1,375.62			
01-203-26-290-200	(2023) ROAD REPAIR & MAINT - OTHER EXPENSES		3,109.58		
01-207-55-000-000	DUE NEWTON BOE - SCHOOL TAX PAYABLE			1,132,716.67	
01-221-55-000-001	DUE S/NJ - MARRIAGE LICENSE FEES			300.00	
01-260-05-100	DUE TO CLEARING			0.00	1,211,550.68
<b>TOTALS FOR</b>	<b>CURRENT FUND</b>	<b>75,381.42</b>	<b>3,109.58</b>	<b>1,133,059.68</b>	<b>1,211,550.68</b>
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			9,168.00	
02-260-05-100	Due to Clearing			0.00	9,168.00
<b>TOTALS FOR</b>	<b>STATE AND FEDERAL GRANTS</b>	<b>0.00</b>	<b>0.00</b>	<b>9,168.00</b>	<b>9,168.00</b>

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			22,613.00	
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			151,129.00	
04-215-55-925-000	ORD 2024-4 FIRE HOUSE 1 RENOVATIONS			131,507.00	
04-260-05-100	Due to Clearing			0.00	305,249.00
<b>TOTALS FOR</b>	<b>GENERAL CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>305,249.00</b>	<b>305,249.00</b>
08-215-55-911-000	ORD 2023-4 DIGESTER NJIB			1,010.00	
08-215-55-912-000	ORD 2023-8 WATER IMP NJIB			12,151.56	
08-215-55-913-000	ORD 2023-11 SEWER IMP. NJIB			16,768.75	
08-215-55-915-000	ORD 2023-14 W&S MAIN IMP. NEW HAMPS.ST FF			15,841.09	
08-215-55-916-000	ORD 2023-17 MORRIS LK GATE H. FF			4,092.50	
08-215-55-917-000	ORD 2023-27 WS IMP'S FF			17,300.00	
08-260-05-100	DUE TO CLEARING			0.00	67,163.90
<b>TOTALS FOR</b>	<b>WATER/SEWER UTILITY CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>67,163.90</b>	<b>67,163.90</b>
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	47,292.38			
09-201-60-512-000	W&S CAP IMPROVE - CAPITAL OUTLAY	9,585.19			
09-203-56-501-200	(2023) W&S OPERATING - TOTAL OTHER EXPENSES		31,538.12		
09-204-55-000	Accounts Payable			10,809.10	
09-260-05-100	DUE TO CLEARING			0.00	99,224.79
<b>TOTALS FOR</b>	<b>WATER/SEWER UTILITY</b>	<b>56,877.57</b>	<b>31,538.12</b>	<b>10,809.10</b>	<b>99,224.79</b>
20-260-05-100	Due to Clearing			0.00	193.00
20-287-56-000	RESERVE FOR EXPENDITURES - UNEMPLOYMENT			193.00	
<b>TOTALS FOR</b>	<b>PAYROLL</b>	<b>0.00</b>	<b>0.00</b>	<b>193.00</b>	<b>193.00</b>
31-260-05-100	DUE TO CLEARING			0.00	27,049.99
31-286-56-100-000	PERFORMANCE BONDS			24,000.00	
31-287-56-107	RES RECREATION (ALL)			2,299.99	
31-287-56-117	RESERVE FOR MUNIC PUBLIC DEFENDER			750.00	
<b>TOTALS FOR</b>	<b>TRUST</b>	<b>0.00</b>	<b>0.00</b>	<b>27,049.99</b>	<b>27,049.99</b>

Total to be paid from Fund 01 CURRENT FUND	1,211,550.68
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	9,168.00
Total to be paid from Fund 04 GENERAL CAPITAL	305,249.00
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	67,163.90
Total to be paid from Fund 09 WATER/SEWER UTILITY	99,224.79
Total to be paid from Fund 20 PAYROLL	193.00
Total to be paid from Fund 31 TRUST	27,049.99
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	1,719,599.36

Checks Previously Disbursed

42786	NJMVC	PO# 65708	Registration for Blue Trailer	60.00	5/15/2024
42786	NJMVC		incorrect amount	-60.00	5/15/2024 *VOID*
42787	ROTARY CLUB OF NEWTON	PO# 65698	100 Year Anniversary 5/16/24	225.00	5/15/2024
42788	JOSEPH D CALABRESE	PO# 64952	B: LOGISTICS FOR SPECIAL EVENTS	300.00	5/15/2024
42789	NJMVC	PO# 65708	Registration for Blue Trailer	85.00	5/15/2024
240134	JP MORGAN CHASE BANK		Int Paym on 21 REF of 12 RBC's	89,636.20	5/15/2024
240135	JP MORGAN CHASE BANK		Int paym 21 REF 2010 RAB B Bonds	296,131.24	5/15/2024
240136	CAPITAL ACCOUNT		MOVE EFT S/NJ PINE ST PARK PLAYGRO	75,000.00	5/20/2024
240137	FEDERAL & STATE GRANT		MOVE EFT S/NJ SAFE N SECURE 1ST QT	971.15	5/20/2024
240138	PAYROLL ACCOUNT		5/23 CURRENT PAY	219,054.84	5/23/2024
240218	USDOJ, Office of Justice Programs		Return Fed 911 grant fund Sparta &	664,141.29	5/20/2024

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
240409	FEDERAL & STATE GRANT	RETURN FED 911 GRANT \$ TO GRANT		32,030.00	5/17/2024
240923	JP MORGAN CHASE BANK	Int Paym on 21 REF of 12 RBC Bond		423,257.75	5/15/2024
240924	PAYROLL ACCOUNT	5/23 W/S PAY		47,313.08	5/23/2024
243116	PAYROLL ACCOUNT	5/23 TRUST PAY		19,208.00	5/23/2024
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				1,867,413.55	
				-60.00	*VOIDED
				-----	
				1,867,353.55	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	681,403.43	1,211,550.68	1,892,954.11
Fund 02 STATE AND FEDERAL GRANTS	664,141.29	9,168.00	673,309.29
Fund 04 GENERAL CAPITAL	32,030.00	305,249.00	337,279.00
Fund 08 WATER/SEWER UTILITY CAPITAL		67,163.90	67,163.90
Fund 09 WATER/SEWER UTILITY	470,570.83	99,224.79	569,795.62
Fund 20 PAYROLL		193.00	193.00
Fund 31 TRUST	19,208.00	27,049.99	46,257.99
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BILLS LIST TOTALS	1,867,353.55	1,719,599.36	3,586,952.91
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## TOWN OF NEWTON

### RESOLUTION #165-2024

May 29, 2024

### **"A Resolution Authorizing a Special Emergency Appropriation for Emergency Expense Pursuant to N.J.S.A. 40A:4-55.13"**

**WHEREAS**, it has been found necessary to make an Emergency Appropriation to meet certain extraordinary expenses incurred, or to be incurred, due to the damage to the WWTP RBC incurred as a result of the earthquake(s) and its aftershocks that recently took place; and

**WHEREAS**, N.J.S.A. 40A:4-55.13 provides that it shall be lawful to make such appropriation, which appropriation to finance the same shall be provided for in succeeding annual budgets by the inclusion of an appropriation of at least one-fifth or one-third of the amount authorized;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey (by not less than two-thirds of all Governing Body members affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-55.13 an emergency appropriation is hereby made for the replacement of the WWTP RBC in the total amount of \$582,900.00; and

**BE IT FURTHER RESOLVED**, that the emergency appropriation shall be provided for in the budgets of the next succeeding five (5) years by the inclusion of not less than \$116,580.00; and

**BE IT FURTHER RESOLVED**, that two (2) certified copies of this Resolution will be filed with the Director of the Division of Local Government Services.

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Teresa A. Oswin, RMC  
Municipal Clerk

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John-Paul E. Couce, 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 Wednesday, May 29, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk