



**AGENDA  
NEWTON TOWN COUNCIL  
REGULAR HYBRID MEETING  
NOVEMBER 13, 2024  
7:00pm**

Please click this URL to join:

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

Webinar ID: 838 9781 8208 Passcode: 594036

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**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. OPEN PUBLIC MEETINGS ACT STATEMENT**

**IV. APPROVAL OF MINUTES**

- a. October 28, 2024 – Regular Meeting
- b. October 28, 2024 – Special Meeting - Interviews

**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. ORDINANCE(S)**

- a. 2<sup>nd</sup> Reading and Public Hearing Ordinance 2024-31

An Ordinance Authorizing the Sale of a 2012 Ford Explorer No Longer Needed for Public Use to Sussex County Community College

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

Ordinance 2024-32

An Ordinance to Amend, Revise, and Supplement Chapter 307 of the Newton Town Code, Entitled "Vehicles and Traffic", Most Notably Section 307-44.1, Entitled "Crosswalks" by Adding a New Mid-Block Crosswalk Across Diller Avenue in the Town of Newton

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

**VIII. CONSENT AGENDA**

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

- a. Resolution #265-2024\*

Approval of the Execution of a Shared Services Agreement with Hampton Township to Provide Animal Control Services for Calendar Year 2025

- b. Resolution #266-2024\*

Insertion of Special Items of Revenue in the 2024 Town of Newton Budget Pursuant to N.J.S.A. 40A:4-87 (C. 159, PL 1948)

- c. Resolution #267-2024\*

Authorize Appointment of Chief of Police and Execution of an Employment Agreement with Joseph D'Annibale

- d. Resolution #268-2024\*

Concur with the Town Manager's Appointment of a Class II Officer – Brandon Posey

- e. Resolution #269-2024\*

Approval of the Execution of a Shared Services Agreement with Hardwick Township to Provide Animal Control Services for Calendar Year 2025

- f. Resolution #270-2024\*

Authorizing Change Order No. 1 for Line Striping for the Proposed Improvements to Clinton Street, West Nelson Street, and Division Street Project

- g. Resolution #271-2024\*

Authorizing Change Order No. 1 for the ADA Ramps and Crosswalks at Liberty Street and Linwood Avenue/Annex Intersection Project

- h. Resolution #272-2024\*

Authorizing Change Order No. 1 for the ADA Improvements to Douma Drive, Douma Court, Valley View Court, and Babbit Court Project

- i. Resolution #273-2024\*

Authorizing Change Order No. 1 for the Sidewalk Improvements to Water Street (Route 206 and N.J.S.H. Route 94) Project

j. Resolution #274-2024\*

k. Resolution #275-2024\*

Approve 2024 Appropriation Transfers

Authorize the Execution of an Agreement Between the Town of Newton and the Newton Parking Authority

l. Resolution #276-2024\*

Approve Bills and Vouchers

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

**X. COUNCIL & MANAGER COMMENTS**

**XI. EXECUTIVE SESSION**

a. Resolution #277-2024

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

i. Personnel – Town Manager's Annual Review

**XII. ADJOURNMENT**

# TOWN OF NEWTON

## ORDINANCE 2024-31

### AN ORDINANCE AUTHORIZING THE SALE OF A 2012 FORD EXPLORER NO LONGER NEEDED FOR PUBLIC USE TO SUSSEX COUNTY COMMUNITY COLLEGE

**WHEREAS**, the Town of Newton, Sussex County, New Jersey currently owns a 2012 Ford Explorer, VIN #1FMHK8B81CGA21171, which is no longer needed for public use; and

**WHEREAS**, N.J.S.A. 40A:12-13(b)(1) authorizes a municipality, by Ordinance, to sell its personal property no longer needed for public use by private sale to any political subdivision, agency, department, commission, board of body corporate or politic of the State of New Jersey; and

**WHEREAS**, Sussex County Community College, an entity of the State of New Jersey within the meaning of N.J.S.A. 40A:12-13, has expressed an interest in purchasing the 2012 Ford Explorer; and

**WHEREAS**, the Mayor and Town Council of the Town of Newton, Sussex County, State of New Jersey has determined it is in the best interest of the Town to authorize the private sale of the 2012 Ford Explorer;

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey, pursuant to N.J.S.A. 40A:12-13(b)(1), we hereby authorize the sale of the 2012 Ford Explorer, VIN #1FMHK8B81CGA21171, which is no longer needed for public use, to Sussex County Community College for a price of Two Thousand Dollars and No Cents (\$2,000.00) in as-is condition; and

**BE IT FURTHER ORDAINED** that the 2012 Ford Explorer shall be transferred to Sussex County Community College, upon receipt of payment established herein; and

**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 October 16, 2024. It was adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body conducted on November 13, 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 2024-32

### **AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT CHAPTER 307 OF THE NEWTON TOWN CODE, ENTITLED "VEHICLES AND TRAFFIC", MOST NOTABLY SECTION 307-44.1, ENTITLED "CROSSWALKS" BY ADDING A NEW MID-BLOCK CROSSWALK ACROSS DILLER AVENUE IN THE TOWN OF NEWTON**

**WHEREAS**, pursuant to N.J.S.A. 40:48-2, a Governing Body of a Municipality may make, amend, repeal, and/or enforce such other ordinances, regulations, rules, and by-laws not contrary to the laws of this State and/or of the United States, as it may deem necessary and proper for the good governance, order, and protection of a person and/or property and for the preservation of the public health, safety, and welfare of the municipality and its inhabitants and as may be necessary to carry into effect the powers and duties conferred and imposed by the above cited statute; and

**WHEREAS**, pursuant to N.J.S.A. 39:4-8, the Town of Newton may designate and install crosswalks in streets under its control, provided the Town Engineer shall certify to the Town the crosswalk designation: (1) has been approved by the Town Engineer after investigation of the circumstances, (2) appears to be in the best interests of safety and, (3) conforms to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways; and

**WHEREAS**, the Town Engineer has determined it would be in the best interest of the Town of Newton to install a mid-block crosswalk along Diller Avenue, at a point four hundred fifty (450) feet north of Sparta Avenue, to provide for the safe crossing of pedestrians, hikers, and bikers at the location where the Sussex Branch Rail Trail crosses Diller Avenue; and

**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 do hereby amend, revise, and supplement the provisions of Chapter 307 of the Town Code, entitled "Vehicles and Traffic", most notably Section 307-44.1, entitled "Crosswalks", by adding a new subsection B to same as follows:

"B. Diller Avenue, mid-block crosswalk, at a point 450 feet north of Sparta Avenue"

All other provisions of this Section 307-44.1 of the Town Code shall remain in full force and effect.

**NOW THEREFORE, BE IT FURTHER ORDAINED** that;

- (1) Should any part of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Ordinance as a whole or any part thereof other than the part held involved.
- (2) At least ten (10) calendar days prior to the second (2<sup>nd</sup>) reading, public hearing, and adoption of this Ordinance, the Town Clerk shall give notice to the Sussex County Planning Board and to all other entities pursuant to the provisions of N.J.S.A. 40:55D-15.
- (3) Upon adoption of this Ordinance by the Mayor and Town Council following a public hearing, the Town Clerk is further directed to publish notice of the passage and file a copy of this Ordinance, as finally adopted, with the Sussex County Planning Board, as required pursuant to N.J.S.A. 40: 55D-16.
- (4) This ordinance shall take effect immediately upon adoption 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 October 16, 2024. It was adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body conducted on November 13, 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

### RESOLUTION #265-2024

**November 13, 2024** "Approval of the Execution of a Shared Services Agreement with Hampton Township to Provide Animal Control Services for Calendar Year 2025"

**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 January 1, 2025 through and including December 31, 2025; 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 Municipal 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 January 1, 2025 through December 31, 2025.

### 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, November 13, 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 \_\_\_ day of \_\_\_\_\_, 2024 that the citizens of their respective communities can be better served, at a reduced expenditure of scarce tax dollars, by arranging for the joint provision of certain governmental animal control services, as permitted by N.J.S.A. 40:8A-1, et. seq. and N.J.S.A. 40A:65-1 et seq.

## IT IS THEREFORE AGREED AS FOLLOWS:

### 1. TERM OF AGREEMENT

The term of this Agreement shall commence as of January 1, 2025 and continue until December 31, 2025, 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. HAMPTON will be responsible for a \$25 disposal fee for any euthanized or deceased domesticated animal that is collected.

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. All postage fees will be the responsibility of HAMPTON.

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 Thirteen Thousand and Seven Hundred Dollars (\$13,700) 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 January 1, 2025, through December 31, 2025, NEWTON the payment schedule will be quarterly as follows:

January 1, 2025 - \$3,425.00

April 1, 2025 - \$3,425.00

July 1, 2025 - \$3,425.00

October 1, 2025 - \$3,425.00

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:**

**TOWNSHIP OF HAMPTON**

\_\_\_\_\_  
Kathleen Armstrong, RMC  
Municipal Clerk

\_\_\_\_\_  
Timothy Dooley, Mayor

**ATTEST:**

**TOWN OF NEWTON**

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

\_\_\_\_\_  
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 #266-2024

**November 13, 2024** "Insertion of Special Items of Revenue in the 2024 Town of Newton Budget Pursuant to N.J.S.A. 40A:4-87 (C. 159, PL 1948)"

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

**WHEREAS**, the Town of Newton has received a payment in the amount of \$2,345.00 from the State of New Jersey Division of Criminal Justice for a FY 2024 Body Armor Replacement Program Grant;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Newton hereby requests the Director of the Division of Local Government Services approve the insertion of the following items in the 2024 Budget of the Town of Newton which is now available as revenue from:

Miscellaneous Revenues:

Section F: Special Items of Revenue

Public and Private Revenues Off-set with Appropriations:

State of New Jersey Body Armor Replacement Grant ..... \$2,345.00

General Appropriations:

(A) Operations - Excluded from CAPS

Public and Private Program's Off-Set by Revenues:

State of New Jersey Body Armor Replacement Grant ..... \$2,345.00

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

### CERTIFICATION

**THIS IS TO CERTIFY** 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, November 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



**TOWN OF NEWTON**  
**RESOLUTION #267-2024**

**November 13, 2024** "Authorize Appointment of Chief of Police and Execution of an Employment Agreement with Joseph D'Annibale"

**WHEREAS**, Steven VanNieuwland has notified the Governing Body of his intention to retire as Newton's Chief of Police; and

**WHEREAS**, Mr. VanNieuwland's last active working day in the Police Department will be November 13, 2024, when he will commence approved terminal leave until January 31, 2025, his official last day of employment with Town of Newton; and

**WHEREAS**, the Town Manager, Thomas S. Russo, Jr., has determined Lt. Joseph D'Annibale is the most suitable replacement for Mr. VanNieuwland and recommends offering the position of Newton Chief of Police to Lt. Joseph D'Annibale; and

**WHEREAS**, Lt. D'Annibale has expressed interest in the position of Police Chief; and

**WHEREAS**, the parties therefore have prepared an Employment Agreement that has been reviewed by the Labor Attorney and the Town Manager, for the appointment of Joseph D'Annibale as Police Chief for the Town of Newton through December 31, 2027;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council agrees with the Town Manager's recommendation, therefore, Joseph D'Annibale is hereby appointed as Acting Police Chief effective Thursday, November 14, 2024, through January 31, 2025, during Mr. VanNieuwland's terminal leave; and

**BE IT FURTHER RESOLVED**, that Joseph D'Annibale is hereby appointed as Police Chief of the Town of Newton, effective February 1, 2025 and Mr. D'Annibale will become the 13<sup>th</sup> Chief of Police of Newton in the Department's history; and

**BE IT FURTHER RESOLVED** that the Town Manager and Municipal Clerk are hereby authorized to execute the aforementioned written Employment Agreement with Joseph D'Annibale on behalf of the Town of Newton, said Agreement being attached to and made part of this Resolution, and said Agreement to govern the terms of Mr. D'Annibale's service as Chief of Police (Acting) beginning November 14, 2024 and as Chief of Police commencing February 1, 2025.

**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, November 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk

**EMPLOYMENT AGREEMENT BETWEEN**

**THE TOWN OF NEWTON**

**AND**

**JOSEPH D'ANNIBALE**

**TO SERVE AS CHIEF OF POLICE**

**ARTICLE I**  
**RECOGNITION**

**THIS AGREEMENT**, entered into on this 13<sup>th</sup> day of November, 2024, by and between the Town of Newton, in the County of Sussex, New Jersey (hereinafter referred to as the "Town"), and Joseph D'Annibale (hereinafter referred to as the "Chief of Police"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This Agreement represents the complete and final understanding on all issues between the Town and the Chief of Police. This Agreement shall remain in full force and effect until December 31, 2027 or, until a successor agreement or amendment is negotiated and executed, whichever occurs earlier, provided the Agreement is not cancelled as provided herein.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

The Town hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

**ARTICLE III**  
**RESPONSIBILITIES OF THE CHIEF OF POLICE**

Pursuant to state law N.J.S.A. 40A:14-118, the Ordinances of the Town and the regulations and policies established by the Newton Police Department, the responsibilities of the appointed Chief of Police shall include, but not be limited to, the following:

- a) Conduct and manage the day-to-day operations of the Police Department, including Animal Control operations;
- b) Administer and enforce rules, regulations and directives regarding the disposition and discipline of the police force, its officers, and personnel;

- c) Have, exercise, and discharge the functions, powers, and duties of the police force;
- d) Delegate such of his authority, as he may deem necessary for the efficient operation of the force, to be exercised under his direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel; and
- f) Report at least monthly at the regular meeting(s) of the Town, or by any such other form, as the Town Manager shall require, as to the operation of the police force during the preceding month.

#### **ARTICLE IV**

##### **WORKWEEK**

The Chief of Police is expected to engage in those hours of work which are necessary to fulfill the obligations of his position of employment. The Chief of Police does not have set hours of work, but he is expected to be available during the normal municipal office business hours. The Chief of Police shall, within reason, endeavor to make himself available on a 24-hour basis via cellular telephone and/or email.

#### **ARTICLE V**

##### **SICK LEAVE/PERSONAL LEAVE/DONATED LEAVE**

###### **SICK LEAVE:**

1. The Chief of Police shall earn sick leave at the rate of fifteen (15) days per year (150 hours). Three (3) of those days may be utilized as personal days each year. Sick leave may be accumulated from year to year.
2. The Town Manager may require proof of illness or injury when there is reason to believe that the Chief of Police is abusing sick leave; or has been absent on sick leave for an aggregate of more than fifteen (15) days in a 12-month period.
3. For all illnesses which exceed three (3) consecutive workdays, the deduction from sick leave shall be considered on a day for day basis, starting with day one. Illnesses of a lesser duration shall be calculated on the basis of day for day off for each tour of duty taken as sick leave.

4. Upon presentation of a valid injury incident report within the Police Department and a physician's certificate, any absence resulting from an injury sustained in the line of duty shall not reduce the Chief of Police's sick leave.
5. Upon eligibility for full retirement or disability retirement, the Chief of Police will be reimbursed 35% of accrued sick time, subject to applicable law.

**PERSONAL LEAVE:**

1. The Chief of Police may utilize three (3) days per annum as personal days, which days shall be deductible from his sick leave bank. Sick leave days that can be used as personal days are non-cumulative and, if unused at the end of the calendar year, the remaining days shall revert back to sick leave and be placed in his accumulated sick leave bank.
2. In order to be eligible to receive said personal days, the Chief of Police must give reasonable notice of his request to utilize the personal days to the Town Manager.
3. If at the end of the calendar year only three (3) personal days were charged against the Chief of Police's sick time account and no sick days were taken, the three (3) days will automatically be credited to the sick time account for the next year.

**DONATED LEAVE:**

The Chief of Police shall be entitled to the benefits of a Donated Leave Program as set forth in N.J.A.C. 4A:6-1.22.

**ARTICLE VI**

**VACATIONS**

1. The Chief of Police shall be entitled to two hundred ten (210) hours of vacation leave annually. The Chief of Police shall schedule his vacation time subject to the approval of the Town Manager. The Chief of Police shall not take vacation leave unless a Lieutenant is available to assume control of, and responsibility for, the operation of the Police Department during the Chief of Police's vacation.
2. All vacations shall be taken during the current year, when possible, and vacation time shall not be accumulated beyond the current and the immediately preceding

calendar year. Vacation days may be taken any time during the calendar year even if not yet earned for the calendar year, provided they are scheduled in advance.

3. Upon his retirement or termination of employment in good standing, any unused and accrued vacation time with the Town shall be compensated for by the Town as straight time, based upon the Chief's then-current base rate of pay. Any accrued but unused vacation time will not be compensated for if the Chief of Police terminates his employment with the Town without giving 30 days prior notice to the Town Manager, regardless of whether the termination is based upon a retirement or in good standing, or in the event the employment of the Chief of Police is terminated by the Town.

## **ARTICLE VII**

### **HOLIDAYS**

1. The Chief of Police shall receive a credit for a day off, or ten (10) hours, for each of the following fifteen (15) holidays. In the event the Chief of Police's duties or responsibilities require him to work on one of these holidays, the Chief of Police is entitled to transfer the intended holiday hours to another day for time off during the same calendar year.

New Year's Day	Dr. Martin L. King, Jr.'s Birthday (Observed)
Presidents' Day	Good Friday
Memorial Day (Observed)	Juneteenth (Federal Holiday)
Independence Day	Labor Day
Columbus Day (Observed)	Veterans' Day
General Election	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	

## **ARTICLE VIII**

### **INSURANCE**

1. The Town shall maintain health insurance, prescription drug, vision, and dental benefits for the Chief of Police and his family (herein defined as a spouse and dependents) at benefit levels of not less than those presently in effect, except as otherwise mandated by the State of New Jersey. The Town shall have the right to change insurance coverage so long as it is substantially similar to the benefits currently provided, except as otherwise mandated by the State of New Jersey.

2. While employed by the Town of Newton, the Chief of Police shall be required to pay for 25% of the total premium cost of health insurance benefits (including hospitalization, medical/surgical, major medical which includes a prescription plan, dental, and vision) for him and any dependents.
3. Upon his retirement and until his death, the Chief of Police, his spouse, and dependents up until age 26 shall be entitled to receive, at the applicable C. 78 level not to exceed 25% of the total premium cost, health insurance coverage and prescription drug coverage at levels not less than those of other active members of the Police Department, as though the Chief of Police were still employed by the Town. He shall be eligible for that same medical health insurance coverage he had at the time of retirement with the Town.
4. After retirement and effective the date the Chief of Police becomes eligible for Medicare benefits, Medicare coverage shall become primary payer and the health insurance coverage provided by the Town shall be secondary payer.
5. Upon the death of the Chief of Police, his spouse, and dependents up until age 26, shall be entitled to health insurance coverage and prescription drug coverage as if the Chief of Police were still living, so long as spouse does not remarry. These post-death spousal and dependent benefits will be provided to his spouse or dependents at the applicable C. 78 level not to exceed 25% of the total premium cost.
6. The Town shall provide life insurance and disability benefits for the Chief of Police equal to the benefits provided to other active members of the Police Department.

## **ARTICLE IX**

### **CLOTHING ALLOWANCE**

1. The Town shall replace any uniforms and/or equipment, including eyeglasses, which become damaged or destroyed while in the line of duty, or reimburse the Chief of Police for the cost of replacing such items, provided reasonable replacement costs are mutually agreed to by the Town Manager and the Chief of Police.
2. It shall be left to the professional discretion of the Chief of Police as to when he should wear a formal or informal uniform or plain clothes.

**ARTICLE X**

**CAR**

1. The Town agrees to supply the Chief of Police with an unmarked automobile to be used for police work and for his personal use due to the 24/7 nature of his duties and responsibilities. The vehicle shall be a full-sized, four-door, police package vehicle equipped with such equipment as is needed for police work. The replacement of said Chief's vehicle shall be subject to the approval of the Town Manager and the approval of said vehicle in the municipal budget as approved by the Town Council.
2. The Town shall pay all expenses for the operation and upkeep of the automobile, such as car and liability insurance, tires, gas, oil changes, maintenance, and any other necessary repairs.
3. The automobile shall not be used by anyone other than the Chief of Police for Town and Newton Police business, except that the Chief of Police may designate other members of the Newton Police Department, as appropriate, to use the vehicle only for designated police purposes.

**ARTICLE XI**

**SALARY**

1. Subject to the successful annual employee evaluation and approval of the Town Manager, the Chief's base salary shall be as follows (which includes oversight of the Animal Control operations):

November 14, 2024 - \$185,000

January 1, 2026 - \$190,000

January 1, 2027 - \$195,000

Base salary shall not include longevity or education payments.

**ARTICLE XII**

**LONGEVITY**

1. The Chief of Police shall be paid, in addition to and together with his annual base salary, additional compensation based upon the length of his service (longevity) and determined according to the following schedule:

<b><u>Years of Service with the Town of Newton</u></b>	<b><u>% of Annual Base Salary</u></b>
Current	6%
Starting January 1, 2025	8%
Twenty-fourth (24 <sup>th</sup> ) Anniversary and Afterward	10%

2. Longevity pay shall be applied on the basis of the Chief of Police's anniversary date of employment. Payment shall be made at the same time and manner as regular salary, and deductions shall be made so that this additional pay may be counted towards the final average salary for pension purposes.

### **ARTICLE XIII**

#### **TERMINAL LEAVE**

1. Immediately preceding retirement under the provisions of the Police and Firemen's Retirement System, the Chief of Police may use up to four hundred (400) hours of accumulated leave as "terminal leave" immediately prior to the Chief of Police's actual retirement date.

### **ARTICLE XIV**

#### **WEAPONS QUALIFICATIONS**

1. The Town agrees to supply a sufficient amount of ammunition to the Chief of Police per year. Additionally, the Town shall replace rounds of ammunition that have become unserviceable at least once a year, and rounds that have been expended in the line of police duty.

### **ARTICLE XV**

#### **MISCELLANEOUS PROVISIONS**

1. The Chief of Police shall not be entitled to any overtime pay or compensatory time or pay.
2. The Chief of Police shall not be entitled to payments for college credits earned towards a degree.

3. The Chief of Police is prohibited from working side jobs, whether for the Town of Newton, other law enforcement agencies, or other organizations/businesses.
4. All employment conditions not covered by this Agreement shall continue to be governed by any applicable Town Ordinances and Resolutions, Rules and Regulations of the Police Department, and the Personnel Policies and Procedures and Employee Manual of the Town of Newton.
5. In accordance with N.J.S.A. 40A:14-155, the Town shall provide the Chief of Police with the necessary means for the defense of any action or legal proceeding made against him arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties. If a claim arises prior to the Chief's official retirement date with PFRS and is legally defended after his retirement, the Chief shall receive the same means for any legal defense as he would have had if he remained in full-time employment with the Town of Newton as the Chief of Police.

## **ARTICLE XVI**

### **DEATH/RESIGNATION/RETIREMENT/TERMINATION**

1. The Town shall provide the Chief of Police with pension coverage under the New Jersey Police and Fire Retirement System.
2. If the Chief of Police dies during the term of his employment, the Town shall pay to the Chief's estate all the compensation (unutilized vacation time and other time owed and monetary benefits contained in the agreement pro-rated as of the date of death) which would otherwise be payable to the Chief up to the date of the Chief's death, and this Agreement shall terminate as of such date. Compensation to said estate shall not include payout of any unused sick time.
3. In order for a resignation or retirement to be in good standing, the Chief of Police must provide a minimum of thirty (30) calendar days written notice of his voluntary resignation or retirement unless the parties agree otherwise in writing.
4. Nothing in this Agreement alters the powers of the Town, pursuant to Statute, Administrative Code, Ordinance, or other applicable authority, to suspend or terminate the Chief of Police for cause. Cause includes, but is not limited to, incapacity, misconduct, neglect of duty, conduct unbecoming a police officer, disobedience of

the rules and regulations for the government of the Police Department, disobedience of the rules and regulations of the Personnel Policies and Procedures and Employee Manual of the Town of Newton, breach of his responsibilities, absence from duty without just cause for five (5) or more days and/or for any reasons set out in N.J.A.C. 4A2-2.3, which is incorporated herein by reference. Such suspension or termination must be accomplished upon due process including notice, service of written charges by the Town Manager, and a hearing before the Town Council, or a hearing officer the Town Council has selected, within thirty (30) days, pursuant to N.J.S.A. 40A:14-147 et seq., Title 4A, or other applicable successor statutes or regulations governing the hearing process.

5. Nothing in this agreement alters the statutory or Ordinance powers of the Town to examine, investigate or discipline the Chief of Police, pursuant to laws including but not limited to N.J.S.A. 40A:14-118 et seq. and N.J.S.A. 40A:14-147 et seq.

6. This Agreement shall be deemed automatically terminated by a final disposition arising from hearing(s) and related appeal(s) that result in suspension, removal and/or termination of the Chief of Police. Any other termination of this Agreement must be taken by affirmative action of the Town.

7. Upon the Chief of Police's retirement in good standing, ownership of the Chief's assigned Glock 9mm duty handgun shall be transferred to him.

## **ARTICLE XVII**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement, or any application of this Agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE XVIII**

### **FULLY BARGAINED PROVISION**

This Agreement represents and incorporates the complete and final understanding by the parties on all issues.

**ARTICLE XIX**

**ARBITRATION**

Any dispute, controversy, or grievance arising under or in connection with this Agreement or with any regard to any term and condition of employment that the parties to this Agreement have not been able to resolve within a three (3) month period of time, except those claims which pursuant to statute cannot be referred to arbitration, shall be referred to the American Arbitration Association for the selection of an arbitrator. The decision of the arbitrator shall be final and binding upon both parties. The expense of such arbitration shall be borne equally by both parties. The arbitrator shall have no authority to add or subtract from this agreement. This article shall not apply to any disciplinary action.

**ARTICLE XX**

**TERM AND RENEWAL**

**THIS AGREEMENT** shall be in full force and effect as of November 13, 2024 until December 31, 2027, or until a successor agreement or amendment is negotiated and executed, or until it is cancelled as provided herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date specified below:

**CHIEF OF POLICE  
FOR THE TOWN OF NEWTON**

**ON BEHALF OF THE  
TOWN OF NEWTON**

\_\_\_\_\_  
**Joseph D'Annibale, Chief of Police**

\_\_\_\_\_  
**Thomas S. Russo, Jr., Town Manager**

\_\_\_\_\_  
**Witness**

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

**DATED:** \_\_\_\_\_



## TOWN OF NEWTON

### RESOLUTION #268-2024

November 13, 2024 “Concur with the Town Manager’s Appointment of a Class II Officer – Brandon Posey”

**WHEREAS**, within Chapter Thirty (30), Police Department, of the Code of Town of Newton, NJ, it indicates the Newton Town Manager may appoint Special Police Officers for a term not to exceed one (1) year;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that this Governing Body concurs with the Newton Town Manager's appointment of the following individual as a Special Police Officer for calendar year 2025:

#### Class II

Brandon Posey

#### 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, November 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #269-2024

November 13, 2024 "Approval of the Execution of a Shared Services Agreement with Hardwick Township to Provide Animal Control Services for Calendar Year 2025"

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

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

**WHEREAS**, the parties desire to enter into a Shared Services Agreement, a copy of which is attached, which sets forth the terms and conditions of the shared animal control services for the period commencing January 1, 2025 through and including December 31, 2025; 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 Municipal Clerk are hereby authorized, on behalf of the Town of Newton, to execute a Shared Services Agreement with the Township of Hardwick to provide animal control services to Hardwick for the Period of January 1, 2025 through December 31, 2025.

### 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, November 13, 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 Hardwick, a body politic, with offices located at 40 Spring Valley Road, Hardwick, NJ 07825.

## **WITNESSETH:**

The Town of Newton (hereinafter referred to as "NEWTON") and the Township of Hardwick (hereinafter referred to as "HARDWICK") (collectively referred to as the "Parties") have agreed this \_\_\_ day of \_\_\_\_\_, 2024 that the citizens of their respective communities can be better served, at a reduced expenditure of scarce tax dollars, by arranging for the joint provision of certain governmental animal control services, as permitted by N.J.S.A. 40:8A-1, et. seq. and N.J.S.A. 40A:65-1 et seq.

## **IT IS THEREFORE AGREED AS FOLLOWS:**

### **1. TERM OF AGREEMENT**

The term of this Agreement shall commence as of January 1, 2025 and continue until December 31, 2025, unless terminated sooner pursuant to Section Eight (8) below. The Parties may agree, in writing, to renew this Agreement at the expiration of its initial term. The terms of the Agreement may be renegotiated for the renewal term in accordance with the law. Notice of intent to renew must be provided no later than three (3) calendar months prior to the expiration of the initial term of this Agreement.

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

### **2. SCOPE OF SERVICES**

#### **2.1 DESIGNATED AS GENERAL AGENT**

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

#### **2.2 RESPONSIBILITY**

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

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

### **2.3 SUPERVISION AND DIRECTION OF STAFF**

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

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

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

### **2.4 DESIGNATION AS OFFICIALS**

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

## **3. ACTIVITIES**

### **3.1 ANIMAL SHELTER FACILITIES**

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

### **3.2 SERVICES TO BE PERFORMED**

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

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

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

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

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

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

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

G. In those cases where the ACO, or a certified designee of the ACO, shall deem it appropriate, the ACO, or a certified designee of the ACO, shall be responsible for providing euthanasia by a reputable veterinarian and/or shelter. This shall be done in as humane a manner as is possible under current acceptable methodology and shall be done in accordance with all State and Federal laws. HARDWICK will be responsible for a \$25 disposal fee for any euthanized or deceased domesticated animal that is collected.

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

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

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

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

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

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

### **3.3 PLACE OF OPERATION**

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

**4. ENFORCEMENT ACTIONS**

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

**5. FUNDING**

**5.1 COMPENSATION PAYABLE BY HARDWICK TOWNSHIP**

In consideration of this service, HARDWICK shall pay to NEWTON Nine Thousand Dollars (\$9,000.00) for the contract term specified herein.

**5.2 QUARTERLY PAYMENTS BY HARDWICK TO NEWTON**

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

B. For the period of January 1, 2025, through December 31, 2025, NEWTON will receive four (4) quarterly payments from HARDWICK for the periods in question:

January 1, 2025 - \$2,250.00

April 1, 2025 - \$2,250.00

July 1, 2025 - \$2,250.00

October 1, 2025 - \$2,250.00

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

C. Failure by HARDWICK to pay its quarterly contribution by the twentieth (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 HARDWICK shall be performed by the ACO and/or staff of NEWTON according to the same general standards of performance, procedure, and recordkeeping as said office presently furnished for matters within NEWTON. NEWTON agrees that its employees and contractors will cooperate with the Administrator of HARDWICK to facilitate performance of the services listed in Section 3.2 above. In general, performance by NEWTON which meets the requirements of Animal Control activities and the general standards for performance of this Agreement.

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

## **7. APPLICABLE LAW**

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

## **8. TERMINATION EVENTS**

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

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

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

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

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

## **9. INDEMNIFICATION**

HARDWICK shall not be liable for any negligent, reckless, or intentional acts or omissions of NEWTON and NEWTON shall indemnify, defend and hold HARDWICK harmless from all losses, injuries, or damage caused by the negligent, reckless, or intentional acts or omissions of NEWTON or any of its respective employees or independent contractors in rendering Animal Control services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third (3<sup>rd</sup>) person against HARDWICK which relates to such negligent, reckless, or intentional acts or omissions. In the event that the validity of this Agreement is challenged by a resident or employee of HARDWICK, HARDWICK will defend the Agreement and HARDWICK and NEWTON will share the costs of that defense evenly.

## **10. INSURANCE**

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

**11. ADMINISTRATIVE AND LEGAL SUPERVISION**

To the extent that is appropriate to matters pertaining to HARDWICK, NEWTON personnel shall receive subject matter and specific information from HARDWICK. In addition, the Township Attorney of HARDWICK shall provide legal advice, guidance and representation to NEWTON personnel on specific matters pertaining to HARDWICK, with copies of same to NEWTON'S Town Attorney. It is expressly understood, however, that matters of discipline, compensation, attendance and related items remain under the sole control of NEWTON in regard to all persons serving under this Agreement who shall remain as employees of NEWTON.

**12. CHOICE OF LAW AND DISPUTE RESOLUTION**

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

**13. OTHER CONTRACTS**

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

**14. CONFORMITY OF LOCAL ORDINANCES WITH THIS AGREEMENT**

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

**15. ENTIRE AGREEMENT**

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

**16. SEVERABILITY**

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

**17. WAIVER**

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

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

**ATTEST:**

**TOWNSHIP OF HARDWICK**

\_\_\_\_\_  
Kristin Shipps, RMC  
Municipal Clerk

\_\_\_\_\_  
Chris Jacksic, Mayor

**ATTEST:**

**TOWN OF NEWTON**

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

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

## **Newton and Hardwick 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 #270-2024

**November 13, 2024 "Authorizing Change Order No. 1 for Line Striping for the Proposed Improvements to Clinton Street, West Nelson Street, and Division Street Project"**

**WHEREAS**, the Newton Town Council adopted Resolution #93-2024, awarding the proposed Line Striping for the Proposed Improvements to Clinton Street, West Nelson Street, and Division Street project, to Denville Line Painting, Inc. 2 Green Pond Road, Rockaway, NJ, in the amount of \$2,297.40; and

**WHEREAS**, the Town Engineer, Harold E. Pellow, of Harold E. Pellow & Associates, Inc., recommends in his memo dated October 28, 2024, approving Change Order No. 1 for the above referenced project for a decrease in the amount of \$1,441.44 for a new contract total of \$855.96;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, that it hereby concurs with the Town Engineer's recommendation and accepts Change Order No. 1 for Line Striping for the Proposed Improvements to Clinton Street, West Nelson Street, and Division Street project; and

**BE IT FURTHER RESOLVED**, that a copy of Change Order No. 1, and Mr. Pellow's memo be attached to and made part of this Resolution.

### 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, November 13, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk



## HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

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

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

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

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

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

October 28, 2024

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

**FROM:** Harold E. Pellow, P.E., L.S., P.P., C.M.E.

**SUBJECT:** FINAL PAPERWORK – Denville Line Painting, Inc.  
Proposed Improvements to Clinton Street, West Nelson Street & Division Street –  
Line Striping  
HPA No. 23-071

Dear Tom,

Enclosed herewith please find the following final paperwork in reference to the above project for Denville Line Painting, Inc.:

1. Town of Newton Purchase Order No. 653.05, Drawdown No. 1 & Final, in the amount of \$855.96 due Denville Line Painting, Inc. for work completed through September 4, 2024.
2. Estimate Certificate No. 1 & Final reflecting the final quantities used through September 4, 2024.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$855.96. Kindly have an authorized Town representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to Denville Line Painting and retain one copy for our records.
4. Letter dated October 2, 2024 from Robert Romano of Denville Line Painting, Inc. serving as certification that all of its subcontractors and material suppliers for the above-referenced project have been paid in full.

Please ensure that Denville Line Painting, Inc. has provided all up-to-date payroll certifications prior to issuing payment for this project.

Very truly yours,

Harold E. Pellow, P.E., L.S., P.P., C.M.E. for  
**HAROLD E. PELLOW & ASSOCIATES, INC.**  
Town of Newton Engineers

HEP:mac  
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\23-071 - CLINTON STREET, WEST NELSON STREET & DIVISION STREET\LINE STRIPING\2024 - DENVILLE LINE PAINTING\RUSSO2.DOC

Enclosures

cc: Denville Line Painting, Inc.



## TOWN OF NEWTON

### RESOLUTION #271-2024

**November 13, 2024 "Authorizing Change Order No. 1 for the ADA Ramps and Crosswalks at Liberty Street and Linwood Avenue/Annex Intersection Project"**

**WHEREAS**, the Newton Town Council adopted Resolution #204-2024, awarding the Proposed ADA Ramps and Crosswalks at Liberty Street and Linwood Avenue/Annex Intersection Project, to ADS Contractors, LLC, 52 Cooks Road, Pittstown, N.J. 08867, in the amount of \$34,187.35; and

**WHEREAS**, the Town Engineer, Harold E. Pellow, of Harold E. Pellow & Associates, Inc., recommends in his memo dated November 4, 2024, approving Change Order No. 1 for the above referenced project for a decrease in the amount of \$3,670.56 for a new contract total of \$30,516.79;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, that it hereby concurs with the Town Engineer's recommendation and accepts Change Order No. 1 for the ADA Ramps and Crosswalks at Liberty Street and Linwood Avenue/Annex Intersection Project; and

**BE IT FURTHER RESOLVED**, that a copy of Change Order No. 1, and Mr. Pellow's memo be attached to and made part of this Resolution.

### 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, November 13, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk



## HAROLD E. PELLOW & ASSOCIATES, INC.

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NJ - L.L.A., NJ - P.P.

DAVID B. SIMMONS, JR., *VICE PRESIDENT*  
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CORY L. STONER, *EXEC. VICE PRESIDENT*  
NJ - P.E., NJ - P.P., NJ - C.M.E.

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

November 4, 2024

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

**FROM:** Harold E. Pellow, P.E., L.S., P.P., C.M.E., Consulting Engineer

**SUBJECT:** Proposed ADA Ramps & Crosswalks at Liberty Street and  
Linwood Ave./Annex Intersection  
Town of Newton, County of Sussex  
HPA No. 23-494

Dear Tom,

Enclosed herewith please find the following payment documents for ADS Contractors, LLC in regard to the above-referenced project:

1. Town of Newton Purchase Order No. 66043, Drawdown No. 1, in the amount of \$29,906.45 due ADS Contractors, LLC for work completed through October 29, 2024.
2. Estimate Certificate No. 1 reflecting work completed by ADS Contractors, LLC through October 29, 2024.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$30,516.79. Kindly have an authorized Town representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to ADS Contractors and retain one copy for our records.

Please ensure that ADS Contractors, LLC has provided all up-to-date payroll certifications prior to issuing payment for this project.

Very truly yours,

Harold E. Pellow, P.E., L.S., P.P., C.M.E. for  
**HAROLD E. PELLOW & ASSOCIATES, INC.**  
Town of Newton Engineers

HEP:mac  
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\23-494 - LIBERTY STREET ADA RAMPS & CROSSWALKS\RUSO6.DOC

Enclosures

cc: ADS Contractors, LLC



## TOWN OF NEWTON

### RESOLUTION #272-2024

**November 13, 2024** “Authorizing Change Order No. 1 for the ADA Improvements to Douma Drive, Douma Court, Valley View Court, and Babbit Court Project”

**WHEREAS**, the Newton Town Council adopted Resolution #205-2024, awarding the Proposed ADA Improvements to Douma Drive, Douma Court, Valley View Court, and Babbit Court Project, to ADS Contractors, LLC, 52 Cooks Road, Pittstown, N.J. 08867, in the amount of \$62,362.67; and

**WHEREAS**, the Town Engineer, Harold E. Pellow, of Harold E. Pellow & Associates, Inc., recommends in his memo dated November 4, 2024, approving Change Order No. 1 for the above referenced project for an increase in the amount of \$1,450.08 for a new contract total of \$63,812.75;

**WHEREAS**, the Chief Municipal Financial Officer has certified funds are available as per the attached certification;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, that it hereby concurs with the Town Engineer’s recommendation and accepts Change Order No. 1 for the ADA Improvements to Douma Drive, Douma Court, Valley View Court, and Babbit Court Project; and

**BE IT FURTHER RESOLVED**, that a copy of Change Order No. 1, and Mr. Pellow’s memo be attached to and made part of this Resolution.

### 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, November 13, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk



# TOWN OF NEWTON

## CERTIFICATION OF THE AVAILABILITY OF FUNDS

(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:345.1 et seq)

**THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:**

**RESOLUTION # 272-2024**

**APPROVING: ADS Contractors**

**FOR THE PURPOSE: ADA Improvements to Douma Drive, Douma Court, Valley View Court and Babbit Court**

**IN THE AMOUNT OF: Change order from \$62,362.67 to \$63,812.75  
an increase of \$1,450.08**

**APPROPRIATED BY:**

**General Capital Fund – Ord. #2024-14**

**Account # 04-215-55-928-001**

**DATED: THIS 13<sup>th</sup> Day of November 2024**

**BY** \_\_\_\_\_

**THOMAS M. FERRY, CPA/RMA**

**CHIEF MUNICIPAL FINANCE OFFICER**



## HAROLD E. PELLOW & ASSOCIATES, INC.

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

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

November 4, 2024

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

**FROM:** Harold E. Pellow, P.E., L.S., P.P., C.M.E., Consulting Engineer

**SUBJECT:** Proposed ADA Improvements to Douma Drive,  
Douma Court, Valley View Court & Babbit Court  
Town of Newton, County of Sussex  
HPA No. 24-047

Dear Tom,

Enclosed herewith please find the following payment documents for ADS Contractors, LLC in regard to the above-referenced project:

1. Town of Newton Purchase Order No. 66042, Drawdown No. 1, in the amount of \$62,536.50 due ADS Contractors, LLC for work completed through October 29, 2024.
2. Estimate Certificate No. 1 reflecting work completed by ADS Contractors, LLC through October 29, 2024.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$63,812.75. Kindly have an authorized Town representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to ADS Contractors, LLC; upload one copy into PMRS for NJDOT to review; and retain one copy for our records.

Please ensure that ADS Contractors, LLC has provided all up-to-date payroll certifications prior to issuing payment for this project.

Very truly yours,

Harold E. Pellow, P.E., L.S., P.P., C.M.E. for  
**HAROLD E. PELLOW & ASSOCIATES, INC.**  
Town of Newton Engineers

HEP:mac  
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\24-047 - DOUMA DRIVE, DOUMA COURT & VALLEY VIEW COURT\PUBLIC BID\RUSSO3.DOC

Enclosures

cc: ADS Contractors, LLC



## TOWN OF NEWTON

### RESOLUTION #273-2024

**November 13, 2024 "Authorizing Change Order No. 1 for the Sidewalk Improvements to Water Street (Route 206 and N.J.S.H. Route 94) Project"**

**WHEREAS**, the Newton Town Council adopted Resolution #228-2024, awarding the Sidewalk Improvements to Water Street (Route 206 and N.J.S.H. Route 94) Project, to Terra Ferma Contracting Corp., 220 Jackson Avenue, Hackensack, NJ 07601, in the amount of \$162,706.00; and

**WHEREAS**, the Town Engineer, Harold E. Pellow, of Harold E. Pellow & Associates, Inc., recommends in his memo dated November 6, 2024, approving Change Order No. 1 for the above referenced project for an increase in the amount of \$1,500.00 for a new contract total of \$164,206.00;

**WHEREAS**, the Chief Municipal Financial Officer has certified funds are available as per the attached certification;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, that it hereby concurs with the Town Engineer's recommendation and accepts Change Order No. 1 for the Sidewalk Improvements to Water Street (Route 206 and N.J.S.H. Route 94) Project; and

**BE IT FURTHER RESOLVED**, that a copy of Change Order No. 1, and Mr. Pellow's memo be attached to and made part of this Resolution.

### 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, November 13, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk



# TOWN OF NEWTON

## CERTIFICATION OF THE AVAILABILITY OF FUNDS

(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:345.1 et seq)

**THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:**

**RESOLUTION # 273-2024**

**APPROVING: Tera Ferma Contracting Corp.**

**FOR THE PURPOSE: Sidewalk Improvements to Water Street**

**IN THE AMOUNT OF: Change order from \$162,706.00 to \$164,206.00 an increase of \$1,500.00**

**APPROPRIATED BY:**

**General Capital Fund – Ord. #2022-13**

**Account # 04-215-55-908-001**

**DATED: THIS 13<sup>th</sup> Day of November 2024**

**BY** \_\_\_\_\_

**THOMAS M. FERRY, CPA/RMA**

**CHIEF MUNICIPAL FINANCE OFFICER**



## HAROLD E. PELLOW & ASSOCIATES, INC.

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

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

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

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

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

November 6, 2024

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

**FROM:** Harold E. Pellow, P.E., L.S., P.P., C.M.E., Consulting Engineer

**SUBJECT:** Proposed Sidewalk Improvements to Water Street  
(Route U.S. 206 & N.J.S.H. Route 94)  
Town of Newton, County of Sussex  
HPA No. 20-157

Dear Tom,

Enclosed herewith please find the following paperwork in reference to the above project:

1. Town of Newton Purchase Order No. 66355, Drawdown No. 3, in the amount of \$17,473.40, due Terra Ferma Contracting Corp. for work completed through November 1, 2024.
2. Estimate Certificate No. 3 reflecting quantities used through November 1, 2024.
3. Three (3) copies of Change Order No. 1 reflecting an adjusted contract amount of \$164,206.00. Kindly have an authorized Town representative sign and date on the line indicated "Presiding Officer". Retain one copy for the Town's records and return two copies to our office. We will forward one copy to the Contractor and retain one copy for our records.

Please ensure that the Contractor has provided all up-to-date payroll certifications prior to issuing payment for this project. Should you have any questions, please feel free to call.

Very truly yours,

Harold E. Pellow, P.E., L.S., P.P., C.M.E. for  
**HAROLD E. PELLOW & ASSOCIATES, INC.**  
Town of Newton Engineers

HEP:mac  
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\20-157 - WATER STREET IMPROVEMENTS (206 & 94 SIDEWALKS)\RUSSO7.DOC

Enclosures

cc: Cory L. Stoner, P.E., C.M.E., Town of Newton Engineer  
Terra Ferma Contracting Corp.



**TOWN OF NEWTON**

**RESOLUTION #274-2024**

**November 13, 2024 “Approve 2024 Appropriation Transfers”**

**BE IT RESOLVED**, by the Town Council of the Town of Newton that the following 2024 appropriation transfers be approved effective this date:

**CURRENT FUND 2024 BUDGET:**

ACCOUNT	TO AMOUNT	ACCOUNT	FROM AMOUNT
Finance – Salaries & Wages	\$3,600		
Road – Salaries & Wages	\$10,000		
Parks – Salaries and Wages	\$2,600		
Legal – Other Expenses	\$15,000		
Historic Comm. – Other Exp.	\$10,000		
Cap. Imp. – Acq. Upgrades	\$18,000		
		Code Enforce. – Salaries & Wages	\$10,000
		Pool – Salaries & Wages	\$8,000
		Pool – Other Expenses	\$5,000
		Town Manager – Other Expenses	\$10,000
		Recycling – Salaries & Wages	\$5,000
		Snow Removal – Salaries & Wages	\$10,000
		Animal Control – Salaries & Wages	\$10,000
		Snow Removal – Other Expenses	\$1,200
<b>TOTAL</b>	<b>\$59,200</b>	<b>TOTAL</b>	<b>\$59,200</b>

**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, November 13, 2024.

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



## TOWN OF NEWTON

### RESOLUTION #275-2024

**November 13, 2024 “Authorize the Execution of an Agreement Between the Town of Newton and the Newton Parking Authority”**

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

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

**WHEREAS**, at a regular meeting of the Newton Parking Authority conducted on November 7, 2024, the members of the Authority approved an appropriate agreement for calendar year 2025 and authorized the Chairman and the Secretary to execute said agreement;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that the Mayor and the Municipal Clerk are hereby authorized to execute said agreement with the Newton Parking Authority, dedicating revenue from certain parking meters to said Authority and describing certain services to be performed on behalf of the Authority by the Town of Newton during calendar year 2025.

### 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, November 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk

**AGREEMENT**

**THIS AGREEMENT** is made this 1<sup>st</sup> day of January, 2025, between the **TOWN OF NEWTON**, a public body corporate of the State of New Jersey (hereinafter called the "Town"), having its office at 39 Trinity Street in the Town of Newton, County of Sussex, and State of New Jersey; and the **PARKING AUTHORITY OF THE TOWN OF NEWTON**, a public body corporate of the State of New Jersey (hereinafter called the "Authority"), having its office at 39 Trinity Street in the Town of Newton, County of Sussex, and State of New Jersey.

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

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

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

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

- 1) Commencing January 1, 2025 the Town pledges to the Authority and covenants and agrees with the Authority to pay to the Authority, all of any funds thereafter received by the Town for or with respect to the parking or storage of motor vehicles in the streets or otherwise; including funds collected from parking meters located in and along streets or otherwise.

Resolution & Agreement E-2024

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

3) The Authority shall pay to the Town the sum of sixty thousand dollars (\$60,000.00) per year for rendering of said services. Said sixty thousand dollars (\$60,000.00) shall be due and payable quarterly as follows:

Fifteen thousand dollars (\$15,000.00) commencing on the first day of March, 2025; and a like sum on the first day of June, 2025; the first day of September, 2025; and the first day of December, 2025. This Agreement may be terminated by either party upon ninety (90) days written notice to the other.

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

**TOWN OF NEWTON**

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

ATTEST:

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

**PARKING AUTHORITY OF  
THE TOWN OF NEWTON**

ATTEST:

\_\_\_\_\_  
Thomas S. Russo, Jr.  
Parking Authority Secy.



## TOWN OF NEWTON

### RESOLUTION #276-2024

November 13, 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, November 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 11/13/2024 For bills from 10/29/2024 to 11/08/2024

Check#	Vendor	Description	Payment	Check Total
11867	4460 - ADS CONTRACTORS, LLC.	PO 66042 DOUMA/VALLEY VIEW/BABBIT COURTS ADA RAM	62,536.49	62,536.49
11868	4460 - ADS CONTRACTORS, LLC.	PO 66043 LIBERTY/LINWOOD ADA RAMPS & XWALK SIGN	29,906.45	29,906.45
11869	2799 - AFLAC	PO 66622 OCT 2024 - Vol Ben - Disability, Hospita	2,313.18	2,313.18
11870	3753 - ALCOCK KATHERINE	PO 66605 Mileage for Election Day	8.24	8.24
11871	3897 - AMAZON CAPITAL SERVICES	PO 65027 B: PD/DISPATCH SUPPLIES PARTICIPATING AG	271.13	
		PO 66570 Office supplies - FOH and misc	44.14	
		PO 66570 Office supplies - FOH and misc	10.31	
		PO 66573 FLAGS OF HONOR FRAME (additional frame)	40.94	
		PO 66583 FLAGS OF HONOR ITEMS - 8 1/2 x 11 Frame	58.85	
		PO 66592 KENNEL CLEANER	102.87	
		PO 66600 Folders - Manager -- Frame stand - FOH	40.99	569.23
11872	3897 - AMAZON CAPITAL SERVICES	PO 66600 Folders - Manager -- Frame stand - FOH	12.39	
		PO 66630 11/7/24 - Office supplies	10.19	
		PO 66630 11/7/24 - Office supplies	18.92	41.50
11873	3869 - AMERICAN FIDELITY ASSURANCE	PO 66624 OCT 2024 - Vol Benefits - LTD, Critical	669.80	669.80
11874	3868 - AMERICAN FIDELITY ASSURANCE COMPANY	PO 66623 FSA - Voluntary - OCT 2024	683.32	683.32
11875	4544 - ARMSTRONG, KENNETH W.	PO 65608 MEDICARE PART B REIMB	1,048.20	1,048.20
11876	4478 - ATLANTIC COMMUNICATIONS ELECTRONICS INC.	PO 64738 NFAS RADIO UPGRADE GRANT	26.90	
		PO 64738 NFAS RADIO UPGRADE GRANT	32,030.00	32,056.90
11877	4026 - AUTOZONE INC.	PO 66568 FIRE TRK CLEANING SUPP'S	111.46	111.46
11878	32 - B & R UNIFORM, INC.	PO 66596 PTL NAME TAG	22.95	22.95
11879	2518 - BABCOCK, DAWN	PO 65609 MEDICARE PART B REIMB	1,048.20	1,048.20
11880	4214 - BESHADA, LEO	PO 65610 MEDICARE PART B REIMB	3,090.00	3,090.00
11881	190 - BOND, CHRISTOPHER	PO 65611 MEDICARE PART B REIMB	1,048.20	1,048.20
11882	300 - BRIGHTSPEED	PO 65084 B: ALARM CIRCUITS A/C #309485585 HIGH ST	125.85	125.85
11883	702 - C W A LOCAL 1032	PO 66621 Police Dispatch Dues - OCT 2024	337.44	337.44
11884	2443 - CAMPBELL FOUNDRY CO. INC.	PO 66044 DRAINAGE DOUMA/VALLEY VIEW/BABBIT COURTS	870.00	
		PO 66044 DRAINAGE DOUMA/VALLEY VIEW/BABBIT COURTS	7,672.00	8,542.00
11885	2353 - CITTERBART, KATHERINE	PO 65612 MEDICARE PART B REIMB	2,096.40	2,096.40
11886	2551 - CLOUSE RONALD	PO 65613 MEDICARE PART B REIMB	2,096.40	2,096.40
11887	4420 - COOPER DARLENE	PO 65614 MEDICARE PART B REIMB	2,096.40	2,096.40
11888	2639 - COUNTY OF SUSSEX	PO 66590 4th qtrr Pilots due Cty, Thor, RPM & WSR	8,415.44	8,415.44
11889	2290 - CUMMINS DOUGLAS	PO 65615 MEDICARE PART B REIMB	1,048.20	1,048.20
11890	2589 - DENVILLE LINE PAINTING, INC.	PO 65305 LINE STRIPING CLINTON/W NELSON/DIVISION	855.96	855.96
11891	2386 - DOMINICK'S PIZZA LLC	PO 66595 10/31/24 - Halloween Party - Staff	60.94	
		PO 66595 10/31/24 - Halloween Party - Staff	32.81	
		PO 66611 Election Lunch	28.85	122.60
11892	4775 - ENGIE POWER & GAS LLC #411330	PO 65993 B: NATURAL GAS	480.04	
		PO 65993 B: NATURAL GAS	1,288.79	1,768.83
11893	3318 - FREDON ANIMAL HOSPITAL	PO 65078 B: VETERINARY SERVICES	70.00	70.00
11894	172 - FRISBIE, RITA	PO 65616 MEDICARE PART B REIMB	1,048.20	1,048.20
11895	109 - FURGIUELE, CAMILLE	PO 65617 MEDICARE PART B REIMB	1,048.20	1,048.20
11896	373 - GALLS, LLC	PO 66508 POLICE VESTS	465.00	465.00
11897	4384 - GIBBONS P.C.	PO 66582 BOND OR'S	1,425.00	1,425.00
11898	4892 - GO TAK LLC	PO 66593 Software Subscription - GoTAK Pilot Prog	500.00	500.00
11899	490 - GRENNILLE, WILLIAM	PO 65618 MEDICARE PART B REIMB	2,096.40	2,096.40
11900	4419 - HAVENS DEBORAH	PO 65619 MEDICARE PART B REIMB	1,048.20	1,048.20
11901	230 - HAYEK'S MARKET INC.	PO 66567 Working lunch - budget	15.59	
		PO 66567 Working lunch - budget	28.96	
		PO 66581 Council - Working Dinner	117.20	
		PO 66607 Dinner for Election Night	14.26	176.01
11902	1866 - HOME DEPOT, INC.	PO 65874 B: NPD PURCHASES	8.94	
		PO 66608 Heaters for Election Polling Place - Fir	299.91	
		PO 66628 Decorations for Tree Lighting	473.69	
		PO 66628 Decorations for Tree Lighting	255.06	1,037.60
11903	173 - ILIFF, JOHN	PO 65620 MEDICARE PART B REIMB	1,048.20	1,048.20
11904	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 66584 G&A FUEL, INC. B	1,030.00	1,030.00
11905	113 - JCP&L	PO 64955 B: ELECTRIC	109.43	
		PO 65138 B: EV CHARGING STATION	1,074.75	1,184.18
11906	1453 - JMP SECURITY LLC	PO 66591 PD LOCK/REKEY	208.00	208.00
11907	4173 - JORRITSMA, BRUCE	PO 65621 MEDICARE PART B REIMB	3,090.00	3,090.00

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 11/13/2024 For bills from 10/29/2024 to 11/08/2024

Check#	Vendor	Description	Payment	Check Total
11908	276 - KAYS, PETER J.	PO 65622 MEDICARE PART B REIMB	1,048.20	1,048.20
11909	2767 - KILDUFF JAMES	PO 65623 MEDICARE PART B REIMB	1,048.20	1,048.20
11910	1442 - KITHCART, EILEEN	PO 65624 MEDICARE PART B REIMB	1,545.00	1,545.00
11911	1011 - LASSO, ERVIN	PO 65625 MEDICARE PART B REIMB	1,048.20	1,048.20
11912	4886 - LUTH-AR, LLC	PO 66537 FIREARMS EQ QUOTE #241015-2	264.88	264.88
11913	2865 - MILLS STEVE	PO 65626 MEDICARE PART B REIMB	1,048.20	1,048.20
11914	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 66598 Water Pump for Water Treatment Plant Gat	661.49	661.49
11915	1741 - MORRIS COUNTY POLICE ACADEMY	PO 66563 TACTICAL HANDGUN COURSE 16S1012687	40.00	40.00
11916	1884 - MORRIS, THOMAS & BULAH	PO 65627 MEDICARE PART B REIMB	2,096.40	2,096.40
11917	4889 - MUINO BAKED GOODS	PO 66625 FLAGS OF HONOR COOKIES	168.75	168.75
11918	2201 - NEWTON FIRE DEPARTMENT	PO 66571 LUNCH FOR VOLUNTEERS FALL FEST 2024	476.00	476.00
11919	700 - NEWTON PATROLMANS ASSOCIATION	PO 66619 PBA DUES - OCT 2024	960.00	960.00
11920	3979 - NEWTON PIZZA	PO 66572 10.25.2024 - Pizza Lunch for Staff	55.24	
		PO 66572 10.25.2024 - Pizza Lunch for Staff	102.59	157.83
11921	1745 - NEWTON SUPERIOR OFFICERS	PO 66618 SOA DUES - OCT 2024	420.00	420.00
11922	1621 - NJ DIV ALCOHOL BEVERAGE CONTR	PO 66579 2024-2025 ABC License Renewals Maintenanc	36.00	36.00
11923	2835 - NJMEBF	PO 66629 MEDICAL/DENTAL - OCT 2024	177,323.51	
		PO 66629 MEDICAL/DENTAL - OCT 2024	29,282.49	
		PO 66629 MEDICAL/DENTAL - OCT 2024	31,400.00	238,006.00
11924	1207 - NJMMA	PO 66609 Manager's Luncheon - NJLM	26.00	
		PO 66609 Manager's Luncheon - NJLM	14.00	40.00
11925	4681 - NORTHEAST COMMUNICAITONS INC.	PO 64752 RADIO PROGRAMMING	750.00	750.00
11926	4383 - OPTIMUM	PO 64956 B: DIGITAL CONVERTERS & DTA'S	79.85	79.85
11927	1751 - OSWIN TERESA ANN	PO 66606 Mileage for Election Day / Office Suppli	47.33	47.33
11928	3047 - PANDISCIA MICHAEL	PO 65628 MEDICARE PART B REIMB	2,096.40	2,096.40
11929	64 - PELLOW, HAROLD & ASSO, INC.	PO 66586 PLANNING BOARD general services	284.00	
		PO 66587 QUANTUM REALM,PUNC EQ	1,026.00	1,310.00
11930	4204 - PLANET NETWORKS INC.	PO 64951 B: PHONE SYSTEM HOSTING/INTERNET/LICENSE	2,776.05	2,776.05
11931	4737 - PMC ASSOCIATES, INC.	PO 66509 CENCOM CHAIRS	4,768.50	4,768.50
11932	4126 - PROFESSIONAL CONSULTING INC.	PO 66554 SEWER REHAB PHASE 2 -SEPT	6,887.50	6,887.50
11933	1274 - RANSNORTH, NANCY	PO 65629 MEDICARE PART B REIMB	1,048.20	1,048.20
11934	1112 - RICHARDS, JEAN	PO 65630 MEDICARE PART B REIMB	1,048.20	1,048.20
11935	1883 - ROMYNS, LARRY E.	PO 65631 MEDICARE PART B REIMB	2,096.40	2,096.40
11936	3615 - ROSELLEN ANN M	PO 65632 MEDICARE PART B REIMB	1,048.20	1,048.20
11937	2428 - RUMSEY VERA	PO 65633 MEDICARE PART B REIMB	1,048.20	1,048.20
11938	61 - S K OFFICE SUPPLY INC.	PO 65007 B: SHREDDING	190.00	190.00
11939	3935 - SARAH THORNBERRY	PO 66566 COURT COVERAGE 10/21	175.00	175.00
11940	3660 - SCHENCK, PRICE, SMITH, & KING, LLP	PO 65031 B: SPECIAL CONFLICT ATTORNEY 2024 (\$170/	339.15	
		PO 65032 B: TAX APPEAL ATTORNEY (\$160/HR NOT TO	2,556.58	2,895.73
11941	126 - SCMUA	PO 64977 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	825.23	825.23
11942	4830 - SEARCH GEEK SOLUTIONS LLC	PO 65682 SEO Plan - Implementation and monthly se	1,416.67	1,416.67
11943	611 - SEBRING AUTO PARTS, INC.	PO 66327 PD VEHICLE REPAIR	216.30	216.30
11944	4165 - SF MOBILE-VISION, INC.	PO 66548 Q#057612 ICV FOCUS H2	400.00	400.00
11945	1489 - SMALLEY, JOHN H	PO 65634 MEDICARE PART B REIMB	2,096.40	2,096.40
11946	338 - SMITH, WILLIAM F	PO 65649 MEDICARE PART B REIMB	2,096.40	2,096.40
11947	2257 - STAPLES	PO 64972 B: NPD OFFICE SUPPLIES	391.66	
		PO 66580 Office Chair	219.98	611.64
11948	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 64237 B.ENGINEERING DESIGN MOORE'S BROOK	21,120.50	
		PO 64238 B.ENGINEERING MEMORY PARK INFRASTRUCTURE	1,144.83	
		PO 64513 MOORES BROOK DREDGING STORMWATER MANAGEM	45.84	
		PO 64513 MOORES BROOK DREDGING STORMWATER MANAGEM	1,760.41	24,071.58
11949	3442 - SUNLIGHT GENERAL	PO 64996 B: ELECTRIC DPW/STP	578.68	
		PO 64996 B: ELECTRIC DPW/STP	1,169.66	1,748.34
11950	102 - SUSSEX CAR WASH INC	PO 64995 B: CAR WASHES	320.00	320.00
11951	4862 - TERRA FERMA CONTRACTING, CORP.	PO 66355 SIDEWALKS RT 206	17,473.40	17,473.40
11952	4278 - TEXAS LIFE INSURANCE COMPANY	PO 66617 OCT 2024 - Life Insurance	88.45	88.45
11953	2781 - THE CHILLA BUSINESS COUNSEL	PO 64943 B: LABOR ATTORNEY (\$170/HR NOT TO EXCE	4,896.00	4,896.00
11954	676 - THE EQUITABLE	PO 66620 Equitable - Def Comp - Oct 24 & Oct 7, 2	12,520.00	12,520.00
11955	2880 - TRACTOR SUPPLY	PO 65026 B: ACO EQUIP	40.94	
		PO 65026 B: ACO EQUIP	32.98	
		PO 65026 B: ACO EQUIP	34.95	108.87
11956	691 - TRANS WORLD ASSURANCE CO.	PO 66616 TWA - Voluntary Life - OCT 2024	400.00	400.00

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 11/13/2024 For bills from 10/29/2024 to 11/08/2024

Check#	Vendor	Description	Payment	Check Total
11957	4013 - TRANSUNION ALTERNATIVE RISK & DATA,	PO 66603 ONLINE INVESTIGATION SERVICE acct #7971	75.00	75.00
11958	4152 - UNITED SITE SERVICES, INC	PO 64948 B: CHEMICAL WASTE REMOVAL WTP A/C #7473	996.67	
		PO 64949 B: SLUDGE REMOVAL STP A/C #74732 (\$1	10,848.60	11,845.27
11959	1257 - UNUM LIFE/DISABILITY INSUR	PO 66615 UNUM - Voluntary - LTD - OCT 2024	863.77	863.77
11960	2716 - UPSEU LOCAL 424J	PO 66614 DPW - Monthly Dues - OCT 2024	819.00	819.00
11961	4258 - VIRGA, ANTHONY	PO 65635 MEDICARE PART B REIMB	1,048.20	1,048.20
11962	1158 - VISION SERVICE PLAN	PO 66627 VISION - NOV 2024	1,286.45	1,286.45
11963	2635 - W.B. MASON, INC.	PO 66599 Paper order - 2nd floor copier cust #cl	179.16	179.16
11964	366 - WAGNER, WILLIAM	PO 65636 MEDICARE PART B REIMB	2,096.40	2,096.40
11965	1500 - WALMART	PO 66578 Trunk or Treat - Senior Shuttle	107.61	107.61
11966	1144 - WEINER LESNIAK	PO 66585 G&A FUEL, INC	621.00	621.00
11967	136 - ZENES, NANCY	PO 65637 MEDICARE PART B REIMB	1,048.20	1,048.20
TOTAL				544,744.68

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-194-08-100-000	TOTAL MISC REVENUE NOT ANTICIPATED			8,415.44	
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	798.05			
01-201-20-105-200	HUMAN RESOURCE - OTHER EXPENSES	152.40			
01-201-20-110-200	TOWN COUNCIL - OTHER EXPENSES	117.20			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	91.57			
01-201-20-121-200	ELECTIONS - OTHER EXPENSES	343.02			
01-201-20-130-200	FINANCE ADMINISTRATION - OTHER EXPENSES	44.79			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	7,791.73			
01-201-20-165-200	ENGINEERING - OTHER EXPENSES	1,760.41			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	328.79			
01-201-23-220-300	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	217,780.96			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	3,124.61			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	3,791.45			
01-201-25-252-200	EMERGENCY MANAGEMENT - OTHER EXPENSES	719.98			
01-201-25-255-200	FIRE DEPARTMENT - OTHER EXPENSES	111.46			
01-201-26-298-200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	870.00			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	802.34			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	2,806.10			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	536.30			
01-201-27-340-200	ANIMAL CONTROL - OE	281.74			
01-201-28-370-200	RECREATION - OTHER EXPENSES	311.51			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	2,608.55			
01-201-32-465-200	RECYCLING TAX (PL2007 c.311)O/S CAP	22.89			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	175.00			
01-201-44-900-000	CAPITAL IMPROVEMENTS - OTHER EXPENSES	29,906.45			
01-203-25-240-200	(2023) POLICE DEPARTMENT - OTHER EXPENSES		750.00		
01-260-05-100	DUE TO CLEARING			0.00	284,442.74
<b>TOTALS FOR</b>	<b>CURRENT FUND</b>	<b>275,277.30</b>	<b>750.00</b>	<b>8,415.44</b>	<b>284,442.74</b>
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			1,443.57	
02-260-05-100	Due to Clearing			0.00	1,443.57
<b>TOTALS FOR</b>	<b>STATE AND FEDERAL GRANTS</b>	<b>0.00</b>	<b>0.00</b>	<b>1,443.57</b>	<b>1,443.57</b>
04-215-55-908-000	ORD 2022-13 SIDEWALKS RT 206/WATER ST			17,473.40	
04-215-55-913-000	ORD 22-21 amendORD 20-10 MEM PK ORD 23-2 NJIB			22,311.17	
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			32,885.96	
04-215-55-926-000	ORD 2024-11 VAR CAP IMP			20,551.01	
04-215-55-928-000	ORD 2024-14 RESURFACING RDS, SUPP ORD 24-11			49,657.48	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
04-215-55-931-000	ORD 2024-26 ACQ. OF FIRE TRUCK - SUPPL ORD			475.00	
04-215-55-932-000	ORD 2024-27 REN TO FIREHOUSE 1 - SUPPL			475.00	
04-215-55-933-000	ORD 2024-30 HVAC SUPPL TO ORD 24-11 & 18			475.00	
04-260-05-100	Due to Clearing			0.00	144,304.02
<b>TOTALS FOR</b>	<b>GENERAL CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>144,304.02</b>	<b>144,304.02</b>
08-215-55-906-000	ORD 2022-7 SEWER LINE REP. - ARP FUNDED			6,887.50	
08-260-05-100	DUE TO CLEARING			0.00	6,887.50
<b>TOTALS FOR</b>	<b>WATER/SEWER UTILITY CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>6,887.50</b>	<b>6,887.50</b>
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	55,156.40			
09-260-05-100	DUE TO CLEARING			0.00	55,156.40
<b>TOTALS FOR</b>	<b>WATER/SEWER UTILITY</b>	<b>55,156.40</b>	<b>0.00</b>	<b>0.00</b>	<b>55,156.40</b>
20-260-05-100	Due to Clearing			0.00	49,357.45
20-291-55-075-001	UNION DUES - PBA			1,380.00	
20-291-55-075-002	UNION DUES - IUE #911			819.00	
20-291-55-075-003	UNION DUES - CWA #1032			337.44	
20-291-55-077	DEFERRED COMP - EQUITABLE			12,520.00	
20-291-55-080	TWA SAVINGS PLAN			400.00	
20-291-55-082-001	AFA LTD			303.72	
20-291-55-082-002	AFA Med FSA			266.66	
20-291-55-082-004	AFA Life Ins.			366.08	
20-291-55-082-005	AFA Texas Life			88.45	
20-291-55-082-006	AFA - DEPENDENT CARE FSA			416.66	
20-291-55-084	UNUM DISABILITY INS.			863.77	
20-291-55-086	HEALTH INS. EMPLOYEE			29,282.49	
20-291-55-087-001	AFLAC DISABILITY Post Tax			1,216.63	
20-291-55-087-002	AFLAC ACCIDENT Pre Tax			621.93	
20-291-55-087-003	AFLAC HOSPITAL Pre Tax			231.72	
20-291-55-087-004	AFLAC CANCER Pre Tax			242.90	
<b>TOTALS FOR</b>	<b>PAYROLL</b>	<b>0.00</b>	<b>0.00</b>	<b>49,357.45</b>	<b>49,357.45</b>
31-260-05-100	DUE TO CLEARING			0.00	2,127.00
31-286-56-102-000	ENGINEER REVIEW FEES			1,651.00	
31-287-56-107	RES RECREATION (ALL)			476.00	
<b>TOTALS FOR</b>	<b>TRUST</b>	<b>0.00</b>	<b>0.00</b>	<b>2,127.00</b>	<b>2,127.00</b>
33-260-05-100	DUE TO CLEARING			0.00	1,026.00
33-286-56-107-000	QUANTUM REALM,PUNC EQ (12/20)			1,026.00	
<b>TOTALS FOR</b>	<b>DEVELOPERS ESCROW</b>	<b>0.00</b>	<b>0.00</b>	<b>1,026.00</b>	<b>1,026.00</b>

Total to be paid from Fund 01 CURRENT FUND	284,442.74
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	1,443.57
Total to be paid from Fund 04 GENERAL CAPITAL	144,304.02
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	6,887.50
Total to be paid from Fund 09 WATER/SEWER UTILITY	55,156.40
Total to be paid from Fund 20 PAYROLL	49,357.45
Total to be paid from Fund 31 TRUST	2,127.00
Total to be paid from Fund 33 DEVELOPERS ESCROW	1,026.00
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	544,744.68

Checks Previously Disbursed

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
8901	SANDHILL PLASTICS INC.	PO# 66485	Roller Hockey Lumber & Supply List	5,328.14	11/04/2024
18013	UPPER DELAWARE SCD	PO# 66539	SPARTA AVE PUMP STAITON SOIL EROSI	50.00	11/07/2024
42807	JOSEPH D CALABRESE	PO# 64952	B: LOGISTICS FOR SPECIAL EVENTS	100.00	10/29/2024
42808	RUTGERS, CENTER FOR GOVERNMENT SERV	PO# 66569	Local Elections Administration Cla	653.00	10/29/2024
240180	FEDERAL & STATE GRANT		TO COVER 911 GRANT UNTIL MONEY REC	200,000.00	10/28/2024
240181	FEDERAL & STATE GRANT		S/NJ NPP GRANT	10,535.48	10/28/2024
240182	PAYROLL ACCOUNT	11/07	CURR PAYROLL	222,727.93	11/07/2024
240236	PAYROLL ACCOUNT	11/07	GRANT PAYROLL	516.72	11/07/2024
240950	PAYROLL ACCOUNT	11/07	W/S PAYROLL	49,065.66	11/07/2024
242077	PUBLIC EMPLOYEE RETIRE SYSTEM		PERS to state - OCT	18,000.00	11/04/2024
242078	POLICE & FIRE RETIREMENT SYSTEM		PFRS to State -OCT	25,000.00	11/04/2024
243138	PAYROLL ACCOUNT	11/07	TRUST PAYROLL	17,199.00	11/07/2024
				549,175.93	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	434,016.41	284,442.74	718,459.15
Fund 02 STATE AND FEDERAL GRANTS	516.72	1,443.57	1,960.29
Fund 04 GENERAL CAPITAL	5,328.14	144,304.02	149,632.16
Fund 08 WATER/SEWER UTILITY CAPITAL		6,887.50	6,887.50
Fund 09 WATER/SEWER UTILITY	49,115.66	55,156.40	104,272.06
Fund 20 PAYROLL	43,000.00	49,357.45	92,357.45
Fund 31 TRUST	17,199.00	2,127.00	19,326.00
Fund 33 DEVELOPERS ESCROW		1,026.00	1,026.00
<b>BILLS LIST TOTALS</b>	<b>549,175.93</b>	<b>544,744.68</b>	<b>1,093,920.61</b>



## TOWN OF NEWTON

### RESOLUTION #277-2024

**November 13, 2024** “A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12”

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

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

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

- i. Personnel – Town Manager's Annual Review

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, assembled in public session on November 13, 2024, that an Executive Session closed to the public shall be held on November 13, 2024 at \_\_\_\_\_ in the Town of Newton Municipal Building, 39 Trinity Street, Newton, NJ, for the discussion of matters relating to the specific item(s) designated above.

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

### CERTIFICATION

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, November 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk