



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

Please click this URL to join:

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

Webinar ID: 838 9781 8208 Passcode: 594036

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

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. OPEN PUBLIC MEETINGS ACT STATEMENT**

**IV. APPROVAL OF MINUTES**

- a. November 13, 2024 – Executive Meeting (6pm)
- b. November 13, 2024 – Regular Meeting
- c. November 15, 2024 – Executive 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 – Newton Rotary
- b. Councilmember Dickson
- c. Councilmember Diglio
- d. Councilmember Teets
- e. Deputy Mayor Le Frois
- f. Mayor Couce

**VII. ORDINANCE(S)**

- a. Introduction  
Ordinance 2024-33

An Ordinance to Establish Minimum and Maximum Salaries and Wages for Officers and Employees of the Town of Newton for Calendar Year 2025

**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 #278-2024\* Approval of the Execution of a Shared Services Agreement with Sussex Borough to Provide Animal Control Services for Calendar Year 2025
- b. Resolution #279-2024\* Approval of Cooperative Purchasing Contract Cars, Crossovers, Class 1-3 Pickup Trucks/Chassis, SUVs and Vans - ESCNJ 23/24-11 Nielsen Ford
- c. Resolution #280-2024\* Approval of the Execution of a Shared Services Agreement with Fredon Township to Provide Animal Control Services for Calendar Year 2025
- d. Resolution #281-2024\* Authorizing Change Order No. 1 for the Milling and Paving Improvements to Douma Drive, Douma Court, Valley View Court, and Babbit Court Project
- e. Resolution #282-2024\* Authorizing the Town of Newton to Enter into an Interlocal Services Agreement Between the Town of Newton and Green Township for the Consolidation of their Municipal Courts
- f. Resolution #283-2024\* Authorizing the Town of Newton to Enter into an Interlocal Services Agreement Between the Town of Newton and Fredon Township for the Consolidation of their Municipal Courts
- g. Resolution #284-2024\* Approve Bills and Vouchers
- h. Resolution #285-2024\* Resolution of Rejection, Golden Inc. for Bid of 2R-2023 Cleaning of Morris Lake Water Treatment Plant Clearwell and High Street

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

**X. DISCUSSION**

- a. Fee Ordinance

**XI. COUNCIL & MANAGER COMMENTS**

**XII. ADJOURNMENT**

# TOWN OF NEWTON

## ORDINANCE 2024-33

### AN ORDINANCE TO ESTABLISH MINIMUM AND MAXIMUM SALARIES AND WAGES FOR OFFICERS AND EMPLOYEES OF THE TOWN OF NEWTON FOR CALENDAR YEAR 2025

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

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

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

**Section 1.** The minimum and maximum hourly and annual salary ranges for each officer and employee of the Town of Newton are hereby fixed for calendar year 2025 as shown in Schedules "A" and "B" attached hereto in accordance with §25-3 of the Code of the Town of Newton.

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

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

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

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

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

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

**Section 8.** This Ordinance shall take effect twenty (20) days after final passage, approval, and publication after adoption by the Town Council and shall be effective January 1, 2025.

**NOTICE**

**TAKE NOTICE** the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, November 25, 2024. It will be considered for adoption, after final reading and public hearing thereon, at a meeting of the Newton Town Council to be conducted at 7:00 pm or as soon thereafter as the matter may be heard on Monday, December 9, 2024, in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

---

Teresa A. Oswin, RMC  
Municipal Clerk

**TOWN OF NEWTON  
ORDINANCE 2024-33  
SCHEDULE "A"**

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

**TOWN OF NEWTON  
ORDINANCE 2024-33  
SCHEDULE "B"**

**LEVEL 1**

Intern  
Recreation Assistant

**LEVEL 2**

Lifeguard  
Swim Instructor

**LEVEL 3**

Custodian  
Keyboarding Clerk I  
School Traffic Guard  
Secretary

**LEVEL 4**

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

**LEVEL 5**

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

**LEVEL 6**

Equipment Operator  
Omnibus Operator  
Public Works Repairer  
Recreation Coordinator  
Recycling Foreman  
Road Repairer  
Sewer Repairer  
Sewer Repairer 1/Water Repairer 1  
Truck Driver  
Water Repairer

**LEVEL 7**

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

**LEVEL 8**

Administrative Assistant  
Court Attendant  
Road Foreman  
Senior Public Safety Telecommunicator  
Sewer Foreman  
Sewer Repairer Supervisor/Water Repairer Supervisor  
Street Foreman  
Water Foreman

**LEVEL 9**

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

**LEVEL 10**

Code Enforcement Director  
Human Resources Director  
Municipal Clerk  
Municipal Court Administrator  
Municipal Department Head  
Sewer Plant Operator  
Sewer Plant Operator/Water Plant Operator  
Water Plant Operator

**LEVEL 11**

Director of Public Works  
Police Patrolman  
Public Works Supervisor  
Water/Sewer Supervisor

**LEVEL 12**

Police Sergeant

**LEVEL 13**

Police Lieutenant

**LEVEL 14**

Water/Sewer Superintendent

**LEVEL 15**

Finance Director/Chief Municipal Finance Officer  
Police Chief  
Town Manager

**LEVEL 16**

Assistant Right-to-Know Coordinator  
Deputy Municipal Clerk  
Deputy Registrar  
Deputy Right-to-Know Coordinator  
Right-to-Know Coordinator

**LEVEL 17**

Council Member  
Deputy Mayor  
Mayor

**LEVEL 18**

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

**LEVEL 19**

Community Development Director  
Deputy Town Manager  
Municipal Department Head  
Tax Assessor



## TOWN OF NEWTON

### RESOLUTION #278-2024

**November 25, 2024** "Approval of the Execution of a Shared Services Agreement with Sussex Borough to Provide Animal Control Services for Calendar Year 2025"

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

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

**WHEREAS**, the parties desire to enter into a Shared Services Agreement, a copy of which is attached, which sets forth the terms and conditions of the shared animal control services for the period commencing January 1, 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 Borough of Sussex to provide animal control services to Sussex 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 Monday, November 25, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk

# SHARED SERVICES AGREEMENT-ANIMAL CONTROL SERVICES

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

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

## **WITNESSETH:**

The Town of Newton (hereinafter referred to as “NEWTON”) and the Borough of Sussex (hereinafter referred to as “SUSSEX”) (collectively referred to as the “Parties”) have agreed this \_\_\_ day of \_\_\_\_\_, 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 shall 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 six (6) calendar months prior to the expiration of the initial term of this Agreement.

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

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

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

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

#### **2.2 RESPONSIBILITY**

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

All citizen inquiries and complaint resolutions shall be handled through NEWTON unless same are beyond the scope of the services provided herein by NEWTON. In such event, citizen inquiries and complaints

will be referred to the appropriate respective municipal department or official in the appropriate municipality.

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

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

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

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

### **2.4 DESIGNATION AS OFFICIALS**

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

## **3. ACTIVITIES**

### **3.1 ANIMAL SHELTER FACILITIES**

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

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

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

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

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

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

D. Investigation and supervision of quarantine cases resulting from animal/human or animal/animal bite occurrences. Appropriate quarantine reports shall be completed by the ACO and delivered to the Sussex County Division of Health upon the completion of the quarantine period. Should the ACO deem it necessary

to quarantine said dog or cat off the premises of the owner, said owner shall be solely responsible for such care and maintenance costs as may be prescribed by law.

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

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

G. In those cases where the ACO, or a certified designee of the ACO, shall deem it appropriate, the ACO, or a certified designee of the ACO, shall be responsible for providing euthanasia by a reputable veterinarian and/or shelter. This shall be done in as humane a manner as is possible under current acceptable methodology and shall be done in accordance with all State and Federal laws. SUSSEX 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) SUSSEX Governing Body meeting per calendar year and as often as requested by the SUSSEX Governing Body, but in any event, no more than three (3) SUSSEX Governing Body meetings per calendar year, which shall be compensated by SUSSEX.

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

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

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

### **3.3 PLACE OF OPERATION**

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

### **4. ENFORCEMENT ACTIONS**

Except as otherwise provided in this Agreement, SUSSEX shall be solely responsible for its own enforcement actions. The cost of enforcement activities including, but not limited to, legal actions and collection of any fines and/or penalties assessed as a result of a legal action shall be borne solely by SUSSEX, within which the violation occurred.

NEWTON shall only be responsible for ensuring that the ACO and/or other department personnel are available to testify and for providing documentation substantiating any investigation undertaken and the results thereof.

## **5. FUNDING**

### **5.1 COMPENSATION PAYABLE BY SUSSEX BOROUGH**

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

### **5.2 QUARTERLY PAYMENTS BY SUSSEX TO NEWTON**

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

B. For the period of January 1, 2025 through December 31, 2025 NEWTON will receive quarterly pro-rated payments in the amount of \$3,000.00 from SUSSEX for the period in question:

January 1, 2025 - \$3,000.00

April 1, 2025 - \$3,000.00

July 1, 2025 - \$3,000.00

October 1, 2025 - \$3,000.00

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

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

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

## **7. APPLICABLE LAW**

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

## **8. TERMINATION EVENTS**

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

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

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

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

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

## **9. INDEMNIFICATION**

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

## **10. INSURANCE**

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

## **11. ADMINISTRATIVE AND LEGAL SUPERVISION**

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

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

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

## **13. OTHER CONTRACTS**

The parties recognize that this is not an exclusive Agreement and that NEWTON shall be permitted to enter into similar Agreements with other municipalities to provide the same services as specified herein, except however, the indemnification and hold harmless provisions of this Agreement shall survive termination or expiration of this Agreement.

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

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

## **15. ENTIRE AGREEMENT**

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

## **16. SEVERABILITY**

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

## **17. WAIVER**

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

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

**ATTEST:**

\_\_\_\_\_  
Antoinette Smith, RMC  
Municipal Clerk

**ATTEST:**

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

**BOROUGH OF SUSSEX**

\_\_\_\_\_  
Robert Holowach, Mayor

**TOWN OF NEWTON**

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

## **Newton and Sussex Animal Control Shared Services Agreement**

### **Attachment "A"**

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

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

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

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

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

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

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



## TOWN OF NEWTON

### RESOLUTION #279-2024

**November 25, 2024 "Approval of Cooperative Purchasing Contract Cars, Crossovers, Class 1-3 Pickup Trucks/Chassis, SUVs and Vans - ESCNJ 23/24-11 Nielsen Ford"**

**WHEREAS**, there is a need for two (2) 2024 Ram 2500 (DJ7H91) Big Horn 4x4 Crew Cab 6'4" Box Trucks and accessories for the daily operations within the Town of Newton; and

**WHEREAS**, these items can be purchased through Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract #ESCNJ 23/24-11; and

**WHEREAS**, Nielsen Ford Inc. has provided a quote for two (2) 2024 Ram 2500 (DJ7H91) Big Horn 4x4 Crew Cab 6'4" Box Trucks through ESCNJ 23/24-11 in accordance with the Cooperative Contract in the amount of \$74,688.10 per vehicle for a total extended price of \$149,376.20; and

**WHEREAS**, Nielsen Ford Inc. is an awarded vendor through the Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract #ESCNJ 23/24-11 expiring December 14, 2025; and

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

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

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

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

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, in the County of Sussex, State of New Jersey as follows: the Newton Town Manager is authorized to enter into a contract with Nielsen Ford Inc., under the authority of the Educational Services Commission of New Jersey (65MCESCCPS), Cooperative Contract 23/24-11 expiring December 14, 2025, in the amount of \$74,688.10 per vehicle for a total extended price of \$149,376.20 for the two (2) 2024 Ram 2500 (DJ7H91) Big Horn 4x4 Crew Cab 6'4" Box Trucks as quoted.

### CERTIFICATION

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, November 25, 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 # 279-2024**

**APPROVING: Nielsen Ford, through Educational Services  
Commission of New Jersey Cooperative Contract.**

**FOR THE PURPOSE OF: Purchase of two (2) 2024 Ram 2500 Big  
Horn 4X4 Crew Cab 6'4" Box Trucks**

**IN THE AMOUNT OF: \$149,376.20**

**APPROPRIATED BY:**

**Water/Sewer Bond Ordinance 2024-10**

**DATED: THIS 25<sup>th</sup> Day of November 2024**

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



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

**CHIEF MUNICIPAL FINANCE OFFICER**



## TOWN OF NEWTON

### RESOLUTION #280-2024

**November 25, 2024 "Approval of the Execution of a Shared Services Agreement with Fredon Township to Provide Animal Control Services for Calendar Year 2025"**

**WHEREAS**, the Township of Fredon ("Fredon") 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 Fredon to provide the requested animal control services to Fredon; 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 Fredon to provide animal control services to Fredon 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 Monday, November 25, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk

# SHARED SERVICES AGREEMENT-ANIMAL CONTROL SERVICES

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

AND the Township of Fredon, a body politic, with offices located at 443 Route 94, Fredon, NJ 07860.

## WITNESSETH:

The Town of Newton (hereinafter referred to as "NEWTON") and the Township of Fredon (hereinafter referred to as "FREDON") (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 shall 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 FREDON, if requested, with Animal Control Services for an additional period of ninety (90) calendar days and FREDON 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 FREDON 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 FREDON'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 FREDON, 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 FREDON.

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 FREDON.

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 FREDON.

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

J. The ACO will be available to organize and/or assist FREDON 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 FREDON.

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 FREDON.

L. The ACO will be responsible to perform FREDON'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 FREDON.

M. ACO to provide monthly reports and report/phone call log summary in writing to the Fredon Township Committee either via email to [clerk@fredonnj.gov](mailto:clerk@fredonnj.gov) 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**

FREDON 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 FREDON, 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 FREDON TOWNSHIP**

In consideration of this service, FREDON shall pay to NEWTON Thirteen Thousand Dollars (\$13,000) for the contract term specified herein.

**5.2 QUARTERLY PAYMENTS BY FREDON TO NEWTON**

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

B. "For the period of January 1, 2025 through December 31, 2025 the payment schedule will be quarterly as follows:

January 15, 2025 - \$3,250.00

April 1, 2025 - \$3,250.00

July 1, 2025 - \$3,250.00

October 1, 2025 - \$3,250.00

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

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

## **9. INDEMNIFICATION**

FREDON shall not be liable for any negligent, reckless, or intentional acts or omissions of NEWTON and NEWTON shall indemnify, defend, and hold FREDON 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 FREDON 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 FREDON, FREDON will defend the Agreement and FREDON 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. FREDON 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 FREDON'S approval of this Agreement naming NEWTON as an additional insured. NEWTON will cause FREDON 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 FREDON, NEWTON personnel shall receive subject matter and specific information from FREDON. In addition, the Township Attorney of FREDON

shall provide legal advice, guidance, and representation to NEWTON personnel on specific matters pertaining to FREDON, 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 FREDON 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 FREDON 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 FREDON, FREDON 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 FREDON**

\_\_\_\_\_  
Suzanne Boland, RMC  
Municipal Clerk

\_\_\_\_\_  
Glenn Deitz, Mayor

**ATTEST:**

**TOWN OF NEWTON**

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

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

## **Newton and Fredon 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 #281-2024

**November 25, 2024** “Authorizing Change Order No. 1 for the Milling and Paving Improvements to Douma Drive, Douma Court, Valley View Court, and Babbit Court Project”

**WHEREAS**, the Newton Town Council adopted Resolution #206-2024, awarding the Proposed Milling and Paving Improvements to Douma Drive, Douma Court, Valley View Court, and Babbit Court Project, to Riverview Paving, Inc., through the Morris County Co-op, in the amount of \$173,530.65; and

**WHEREAS**, the Town Engineer's Office and Harold E. Pellow, of Harold E. Pellow & Associates, Inc., recommends in a memorandum dated November 18, 2024, approving Change Order No. 1 for the above referenced project for a decrease in the amount of \$21,179.32 for a new contract total of \$152,351.33;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, that it hereby concurs with the Town Engineer Office's memorandum and recommendation, and accepts Change Order No. 1 for the Milling and Paving 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 Monday, November 25, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk



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

HAROLD E. PELLOW, *PRESIDENT*  
 2022 Distinguished Engineering Service Award  
 from the NJ Society of Professional Engineers  
 NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.

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

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 18, 2024

**VIA E-MAIL & USPS 1<sup>ST</sup> CLASS MAIL**

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

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

**SUBJECT:** Proposed Improvements to Douma Drive, Douma Court, & Valley View Court (State Participating); and Babbit Court (State Non-Participating) – Milling & Paving Town of Newton, Sussex County  
 HPA No. 24-047

Dear Tom,

Enclosed herewith please find the first payment submission for Riverview Paving, Inc. in regard to the above-referenced project:

1. Town of Newton Purchase Order No. 66046, Drawdown No. 1, in the amount of \$149,304.30 due Riverview Paving, Inc. for work completed through November 12, 2024.
2. Estimate Certificate No. 1 reflecting work completed by Riverview Paving, Inc. through November 12, 2024.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$152,351.33. 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 Riverview Paving, Inc. and retain one copy for our records.

Please ensure that Riverview Paving, 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\24-047 - DOUMA DRIVE, DOUMA COURT & VALLEY VIEW COURT\MILLING & PAVING\RUSO2.DOC

Enclosures

cc: Riverview Paving, Inc.



## TOWN OF NEWTON

### RESOLUTION #282-2024

**November 25, 2024** "Authorizing the Town of Newton to Enter into an Interlocal Services Agreement Between the Town of Newton and Green Township for the Consolidation of their Municipal Courts"

**WHEREAS**, Town of Newton and the Township of Green have determined it is in their best interests for purposes of economy and efficiency, to consolidate operations, including the daily functions and court sessions of both municipalities' courts; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1(c), two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and agree to appoint the same persons and judges and administrators without establishing a "joint municipal court"; and

**WHEREAS**, where municipal courts share facilities in such a manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

**WHEREAS**, pursuant to the *Uniform Shared Services and Consolidation Act*, N.J.S.A. 40A:65-1, Newton and Green have authority to enter into an agreement to provide for the sharing of such municipal court services; and

**WHEREAS**, each municipality desires to maintain their respective municipal courts and not create a Joint Municipal Court; but share municipal services as set forth in the attached "Interlocal Services Agreement between the Town of Newton and Green Township for the Consolidation of their Municipal Courts"; and

**WHEREAS**, the term of the Agreement is from January 1, 2025 to December 31, 2029;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that the Mayor and Municipal Clerk are hereby authorized to execute the attached "Interlocal Services Agreement between the Town of Newton and Green Township for the Consolidation of their Municipal Courts".

### CERTIFICATION

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, November 25, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk

**INTERLOCAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE TOWN OF NEWTON**  
**AND**  
**GREEN TOWNSHIP**  
**FOR THE CONSOLIDATION OF THEIR MUNICIPAL COURTS**

**THIS AGREEMENT**, made on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Town of Newton, a municipal corporation in the County of Sussex, State of New Jersey, with its principal offices located at 39 Trinity Street, Newton, New Jersey 07860, hereinafter referred to as “Newton” and Green Township, a municipal corporation in the County of Sussex, State of New Jersey, with its principal offices located at 150 Kennedy Road, Tranquility, New Jersey 07879, hereinafter referred to as “Green” (jointly referred as to “Parties”)

**WHEREAS**, for the purposes of economy and efficiency, Newton and Green believe it is in each of their respective interests to consolidate the operations, including the daily functions and court sessions of both municipalities’ courts in one (1) physical location; and

**WHEREAS**, in an effort to maintain an efficient and economically beneficial court system, Newton and Green wish to mutually appoint certain positions within the municipal court system and share costs for certain other expenses; and

**WHEREAS**, Newton and Green each desire to maintain their respective municipal courts and not create a “Joint Municipal Court” as defined in N.J.S.A. 2B:12-1(b); and

**WHEREAS**, N.J.S.A. 2B:12-1(c) expressly provides that two (2) or more municipalities, by ordinance or resolutions, may agree to provide jointly for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and agree to appoint the same persons and judges and administrators without establishing a joint municipal court; and

**WHEREAS**, where municipal courts share facilities in such a manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et. al., the Uniform Shared Services and Consolidation Act, Newton and Green are empowered to enter into an Agreement to provide for the sharing of said municipal court services, while maintaining their respective identifiers and court numbers.

**NOW, THEREFORE**, in consideration of the mutual undertakings of the parties set forth herein, Newton and Green hereby agree as follows:

**I. Scope of Agreement**

Newton and Green agree to provide for the consolidated operation of each municipality's independent municipal court and the provisions set forth below shall govern each parties' responsibilities for the provision of said services. Furthermore, the following shall be applicable to this Agreement:

- A. The recital clauses set forth hereinabove are hereby made an integral part of this Agreement.
- B. This Agreement is being made pursuant to Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. al., wherein any municipality may enter into an Agreement to perform any service for any other municipality as allowed by law.
- C. Within this Agreement, the terms "party", "parties", "municipality", or "municipalities" are used, the use of such terms are to be interchangeable and specifically refer to Green Township and the Town of Newton.

**II. When Effective**

The Shared Court shall commence on January 1, 2025, or as soon thereafter as the authorizing resolutions and/or ordinances become effective.

**III. Sites of Municipal Courts**

The Parties agree the daily operations and court sessions of the Green Municipal Court and the Newton Municipal Court will be hereinafter conducted in facilities located within the Town of Newton Municipal Building, 39 Trinity Street, Newton, NJ.

**IV. Judicial, Prosecutorial, and Public Defender Appointments**

A. The Parties agree that one (1) individual Judge shall preside in both the Newton Municipal Court and the Green Municipal Court. Upon the execution and ratification of this Agreement, the Parties shall appoint the Municipal Court Judge of the Newton Municipal Court as the Judge of both Municipal Courts in accordance with the procedures established by law. Green shall take all necessary steps, as required by law, to appoint the Judge of the Newton Municipal Court as the Judge of the Green Municipal Court within thirty (30) calendar days of the execution and ratification of this Agreement. The Parties further agree any subsequent appointment for the position of Municipal Court Judge when a vacancy occurs (other than the expiration of the term of any appointment) shall be for a single Judge to preside over each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after notice to the Governing Body of Green Township. Following the procedure set forth earlier in this paragraph, Green shall take all necessary steps as required by law to appoint the Judge of the Newton Municipal Court as the Judge of the Green Municipal Court within thirty (30) calendar days of each successive appointment.

B. The Parties agree that one (1) individual Prosecutor shall prosecute for both the Green Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this Agreement, the Newton Municipal Court Prosecutor shall be appointed by the Parties as the Municipal Court Prosecutor for each municipality. Green shall take all necessary steps as required by law to appoint the Prosecutor of the Newton Municipal Court as the Prosecutor of the Green Municipal Court within thirty (30) calendar days of the execution and ratification of this Agreement. The Parties further agree that any subsequent appointment for the position of Municipal Court Prosecutor when a vacancy

occurs (other than the expiration of the term of any appointment) shall be for a single Prosecutor to represent the State in each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after notice to the Governing Body of Green Township. Following the procedure set forth earlier in this paragraph, Green shall take all necessary steps as required by law to appoint the Prosecutor of the Newton Municipal Court as the Prosecutor of the Green Municipal Court within thirty (30) calendar days of each successive appointment. The Parties further agree that one (1) alternate Prosecutor shall be chosen by Newton to serve each Municipal Court upon the execution and ratification of this Agreement.

- C. The Parties agree one (1) individual Public Defender shall provide public defense services for both the Green Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this Agreement, the Newton Municipal Court Public Defender shall be appointed by the Parties as the Municipal Court Public Defender for each municipality. Green shall take all necessary steps as required by law to appoint the Public Defender of the Newton Municipal Court as the Public Defender of the Green Municipal Court within thirty (30) calendar days of the execution and ratification of this Agreement. The Parties further agree that any subsequent appointment for the position of Municipal Court Public Defender when a vacancy occurs (other than the expiration of the term of any appointment) shall be for a single Public Defender to represent indigents in each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after notice to the Governing Body of Green Township.

Following the procedure set forth earlier in this paragraph, Green shall take all necessary steps as required by law to appoint the Public Defender of the Newton Municipal Court as the Public Defender of the Green Municipal Court within thirty (30) calendar days of each successive appointment. The Parties further agree that one (1) alternate Public Defender shall be chosen by Newton to serve each Municipal Court upon the execution and ratification of this Agreement.

V. **Court Administration**

The Parties agree that one (1) individual Court Administrator shall be the Court Administrator for both the Green Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this Agreement, the Newton Municipal Court Administrator shall be appointed by the Parties as the Municipal Court Administrator for each municipality. Green shall take all necessary steps as required by law to appoint the Court Administrator of the Newton Municipal Court as the Court Administrator of the Green Municipal Court within thirty (30) calendar days of the execution and ratification of this Agreement. The Parties further agree that any subsequent appointment for the position of Court Administrator when a vacancy occurs shall be for a single Court Administrator to administer each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton. The Parties further agree Green shall also appoint Newton's Deputy Court Administrator as the Deputy Court Administrator for the Green Municipal Court. The Parties agree that any appointment made for the position of Deputy Court Administrator shall conform to the requirements of N.J.S.A. 2B:12-11.

The Court Administrator and Deputy Court Administrator for the Town of Newton are both full-time employees of the Town of Newton. All compensation for said employees shall be handled by the Town of Newton. Any changes in staffing shall follow Rule 1:34-3 of the New Jersey Courts.

VI. **Costs**

Green shall pay to Newton the sum of Thirty Thousand Dollars (**\$30,000**) ("Annual Payment") for 2025 for Newton's operation of the Green Municipal Court in Newton's facilities. Green's annual \$30,000 payment shall be paid to Newton in equal quarterly installments of Seven Thousand Five Hundred Dollars (\$7,500) on the 1<sup>st</sup> of February, May, August, and November of 2025, in accordance with Green's normal payment procedure. For purposes of effecting this Agreement, in the event it is so required by any law, Green shall pay a nominal One Dollar (\$1.00) yearly salary for each of the following: Municipal Court Judge, Prosecutor, Court Administrator, or Deputy Court Administrator,

as applicable. Any additional compensation or stipends shall be the responsibility of the Town of Newton.

In 2026, Green shall pay Newton the sum of Thirty-One Thousand Dollars (**\$31,000**) for Newton's operation of the Green Municipal Court in Newton's facilities. Green's annual \$31,000 payment shall be paid to Newton in equal quarterly installments of Seven Thousand Seven Hundred Fifty Dollars (\$7,750) on the 1<sup>st</sup> of February, May, August, and November of 2026.

In 2027, Green shall pay Newton the sum of Twenty-Two Thousand Dollars (**\$32,000**) for Newton's operation of the Green Municipal Court in Newton's facilities. Green's annual \$32,000 payment shall be paid to Newton in equal quarterly installments of Eight Thousand Dollars (\$8,000) on the 1<sup>st</sup> of February, May, August, and November of 2027.

In 2028, Green shall pay Newton the sum Twenty-Three Thousand Dollars (**\$33,000**) for Newton's operation of the Green Municipal Court in Newton's facilities. Green's annual \$33,000 payment shall be paid to Newton in equal quarterly installments of Eight Thousand Two Hundred Fifty Dollars (\$8,250) on the 1<sup>st</sup> of February, May, August, and November of 2028.

In 2029, Green shall pay Newton the sum of Twenty-Four Thousand Dollars (**\$34,000**) for Newton's operation of the Green Municipal Court in Newton's facilities. Green's annual \$34,000 payment shall be paid to Newton in equal quarterly installments of Eight Thousand Five Hundred Dollars (\$8,500) on the 1<sup>st</sup> of February, May, August, and November of 2029.

These payments shall be in consideration of all of Newton's costs to operate Green's Municipal Court in Newton's facilities, including, but not limited to the payment of all salaries, benefits, and fees for the Judge, Prosecutor, Public Defender, Court Administrator, Deputy Court Administrator, court security personnel, and any other personnel required for the Court.

Annual Payments do not include the costs of transportation of prisoners from the Sussex County Correctional Facility and/or Morris County Correctional Facility to and from Court. Green is responsible for any and all costs associated with said transportation and shall make separate arrangements with the Sussex County Sheriff's Office and/or other agency for same. If Green is in need of utilizing the Newton Police Department for any transportation of prisoners from the Sussex County Correctional Facility and/or Morris County Correctional Facility to and from Court, said transportation shall be at a rate of One Hundred Twenty-Five Dollars (\$125) per hour, per officer.

In the event any special sessions are required to handle pending Green cases, Green will reimburse Newton the actual costs associated with engaging the Judge, Prosecutor, Public Defender, Court Administrator, Deputy Court Administrator, court security personnel, Newton Police Department, and any other personnel required for the Court for said special sessions.

Green shall be responsible for the proper destruction of any files prior to the moving of any Green files to Newton, according to any applicable retention schedules. Green shall be responsible for the moving of all Green files to Newton by Green staff at a cost to be solely borne by Green.

## **VII. Revenues**

Except for Public Defender application fees (which are paid directly to the Public Defender), the revenues generated by the Newton Municipal Court and the Green Municipal Court shall remain the sole and exclusive property of each of the Parties hereto. Newton shall remit to Green each month all of the net revenue of the Green Municipal Court collected by the Newton Municipal Court, in accordance with Newton's normal payment procedure. "Net Revenue" shall be defined to mean all of the remaining revenue of the Green Municipal Court after Newton remits to the County and State those portions of the gross revenue so required to be remitted by law.

Newton shall retain all Public Defender application fees paid by indigent defendants in the Green Municipal Court, which Newton shall utilize to compensate the Newton Public Defender for representing Green indigent defendants.

**VIII. Court Officer**

Newton shall provide at least one (1) of its uniformed Police Officers at its sole cost and expense to be the Court Officer for each scheduled Green Municipal Court session.

**IX. Municipal Court Scheduling**

Newton's Municipal Court shall be solely responsible for the scheduling of each party's Municipal Court operations and sessions, which shall be scheduled to avoid conflict with other official meetings and activities of the Town of Newton and its related agencies. Green Municipal Court matters shall be heard and scheduled the same day as Newton Municipal Court matters unless the Judge determines it is in the best interest of efficient Court operations to modify said schedule.

**X. Court Names and Titles**

The Parties to this Agreement agree their respective Municipal Courts shall retain the current names and titles, specifically, the Municipal Court of Green Township and the Municipal Court of the Town of Newton and such names will continue to appear on each court's specific captions and process.

**XI. Non-Merger of Civil Service Operations**

The Parties hereby acknowledge that their respective Municipal Courts are not merging or becoming a "joint" court by operation of this Agreement. The Parties further acknowledge that each party may separately operate pursuant to N.J.S.A. 11A:1-1 et seq., however each party expressly deems and intends that the provisions of N.J.S.A. 11A:9-8 and N.J.A.C. 4A:9-1.2 shall not apply to either party not operating pursuant to N.J.S.A. 11A:1-1 et seq., that party's employees, or that party's personnel as contemplated hereunder. The Parties further agree that should any court, forum, or arbitrator of competent jurisdiction determine or deem that, as a result of this Agreement, the provisions of N.J.S.A. 11A:1-1 et seq. or

N.J.A.C. 4A:1-1 et seq. shall be operative against any party to this Agreement that does not voluntarily operate pursuant to the provisions of N.J.S.A. 11A:1-1 et seq. and N.J.A.C. 4A:1-1 et seq., this Agreement may be immediately terminable by either party.

**XII. Periodic Review**

During the course of this Agreement, Newton and Green agree they may meet, if necessary, at a mutually convenient location to review the continued efficient operation of the Shared Court every six (6) months.

**XIII. Severability**

If any section, provision or part of this Agreement shall be held invalid or unenforceable in any Court of competent jurisdiction, the same shall not affect the other sections, provisions, or parts of this Agreement, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion hereof.

**XIV. Disputes**

The Parties agree that all claims, demands, disputes, differences, controversies, and misunderstandings arising under, out of, in connection with, or in relation to this Agreement may be submitted to mediation before either party may cancel this Agreement or take any other action hereunder. If mediation is agreed upon, the Parties shall mutually share all fees and expenses of the mediation, not including counsel fees and witness fees incurred by each party for its own benefit.

**XV. Termination**

This Agreement shall be for a term of five (5) years, upon the expiration of which, this Agreement shall renew automatically and continue year to year unless terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either party upon one hundred eighty-five (185) calendar days written notice to the other party.

In the event this Agreement is terminated. Green Township shall additionally be responsible for the transfer of all remaining Green files to the Green Township Court at a

cost to be solely borne by Green within thirty (30) calendar days before the effective date of termination of the Newton-Green Shared Court.

**IN WITNESS WHEREOF**, the said Parties have hereunto set their hands and caused these presents to be signed by their proper corporate officers, and, so as to make this document's authenticity the greater and its attestation the fuller, said Parties have further caused their proper corporate seals to be hereto affixed, the day and year first above written.

**TOWN OF NEWTON**

Witness:

(Seal) \_\_\_\_\_  
Teresa A. Oswin, RMC, Municipal Clerk

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

Date:

\_\_\_\_\_

**GREEN TOWNSHIP**

Witness:

(Seal) \_\_\_\_\_  
Mark Zschack, RMC, Municipal Clerk

\_\_\_\_\_  
Hon. Margaret Phillips, Mayor

Date:

\_\_\_\_\_



## TOWN OF NEWTON

### RESOLUTION #283-2024

**November 25, 2024** “Authorizing the Town of Newton to Enter into an Interlocal Services Agreement Between the Town of Newton and Fredon Township for the Consolidation of their Municipal Courts”

**WHEREAS**, Town of Newton and the Township of Fredon have determined it is in their best interests for purposes of economy and efficiency, to consolidate operations, including the daily functions and court sessions of both municipalities' courts; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1(c), two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and agree to appoint the same persons and judges and administrators without establishing a “joint municipal court”; and

**WHEREAS**, where municipal courts share facilities in such a manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

**WHEREAS**, pursuant to the *Uniform Shared Services and Consolidation Act*, N.J.S.A. 40A:65-1, Newton and Fredon have authority to enter into an agreement to provide for the sharing of such municipal court services; and

**WHEREAS**, each municipality desires to maintain their respective municipal courts and not create a Joint Municipal Court; but share municipal services as set forth in the attached “Interlocal Services Agreement between the Town of Newton and Fredon Township for the Consolidation of their Municipal Courts”; and

**WHEREAS**, the term of the Agreement is from March 1, 2025 to December 31, 2029;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that the Mayor and Municipal Clerk are hereby authorized to execute the attached “Interlocal Services Agreement between the Town of Newton and Fredon Township for the Consolidation of their Municipal Courts”.

### CERTIFICATION

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, November 25, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk

**INTERLOCAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE TOWN OF NEWTON**  
**AND**  
**FREDON TOWNSHIP**  
**FOR THE CONSOLIDATION OF THEIR MUNICIPAL COURTS**

**THIS AGREEMENT**, made on this 25<sup>th</sup> day of November, 2024, by and between the Town of Newton, a municipal corporation in the County of Sussex, State of New Jersey, with its principal offices located at 39 Trinity Street, Newton, New Jersey 07860, hereinafter referred to as “Newton” and Fredon Township, a municipal corporation in the County of Sussex, State of New Jersey, with its principal offices located at 443 Route 94, Newton, New Jersey 07860, hereinafter referred to as “Fredon” (jointly referred as to “Parties”)

**WHEREAS**, for the purposes of economy and efficiency, Newton and Fredon believe it is in each of their respective interests to consolidate the operations, including the daily functions and court sessions of both municipalities’ courts in one (1) physical location; and

**WHEREAS**, in an effort to maintain an efficient and economically beneficial court system, Newton and Fredon wish to mutually appoint certain positions within the municipal court system and share costs for certain other expenses; and

**WHEREAS**, Newton and Fredon each desire to maintain their respective municipal courts and not create a “Joint Municipal Court” as defined in N.J.S.A. 2B:12-1(b); and

**WHEREAS**, N.J.S.A. 2B:12-1(c) expressly provides that two (2) or more municipalities, by ordinance or resolutions, may agree to provide jointly for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and agree to appoint the same persons and judges and administrators without establishing a joint municipal court; and

**WHEREAS**, where municipal courts share facilities in such a manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et. al., the Uniform Shared Services and Consolidation Act, Newton and Fredon are empowered to enter into an Agreement to provide for the sharing of said municipal court services, while maintaining their respective identifiers and court numbers.

**NOW, THEREFORE**, in consideration of the mutual undertakings of the parties set forth herein, Newton and Fredon hereby agree as follows:

**I. Scope of Agreement**

Newton and Fredon agree to provide for the consolidated operation of each municipality's independent municipal court and the provisions set forth below shall govern each parties' responsibilities for the provision of said services. Furthermore, the following shall be applicable to this Agreement:

- A. The recital clauses set forth hereinabove are hereby made an integral part of this Agreement.
- B. This Agreement is being made pursuant to Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. al., wherein any municipality may enter into an Agreement to perform any service for any other municipality as allowed by law.
- C. Within this Agreement, the terms "party", "parties", "municipality", or "municipalities" are used, the use of such terms are to be interchangeable and specifically refer to Fredon Township and the Town of Newton.

**II. When Effective**

The Shared Court shall commence on March 1, 2025, or as soon thereafter as the authorizing resolutions and/or ordinances become effective.

**III. Sites of Municipal Courts**

The Parties agree the daily operations and court sessions of the Fredon Municipal Court and the Newton Municipal Court will be hereinafter conducted in facilities located within the Town of Newton Municipal Building, 39 Trinity Street, Newton, NJ.

**IV. Judicial, Prosecutorial, and Public Defender Appointments**

A. The Parties agree that one (1) individual Judge shall preside in both the Newton Municipal Court and the Fredon Municipal Court. Upon the execution and ratification of this Agreement, the Parties shall appoint the Municipal Court Judge of the Newton Municipal Court as the Judge of both Municipal Courts in accordance with the procedures established by law. Fredon shall take all necessary steps, as required by law, to appoint the Judge of the Newton Municipal Court as the Judge of the Fredon Municipal Court within thirty (30) calendar days of the execution and ratification of this Agreement. The Parties further agree any subsequent appointment for the position of Municipal Court Judge when a vacancy occurs (other than the expiration of the term of any appointment) shall be for a single Judge to preside over each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after notice to the Governing Body of Fredon Township. Following the procedure set forth earlier in this paragraph, Fredon shall take all necessary steps as required by law to appoint the Judge of the Newton Municipal Court as the Judge of the Fredon Municipal Court within thirty (30) calendar days of each successive appointment.

B. The Parties agree that one (1) individual Prosecutor shall prosecute for both the Fredon Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this Agreement, the Newton Municipal Court Prosecutor shall be appointed by the Parties as the Municipal Court Prosecutor for each municipality. Fredon shall take all necessary steps as required by law to appoint the Prosecutor of the Newton Municipal Court as the Prosecutor of the Fredon Municipal Court within thirty (30) calendar days of the execution and ratification of this Agreement. The Parties further agree that any subsequent appointment for the position of Municipal Court Prosecutor when a vacancy

occurs (other than the expiration of the term of any appointment) shall be for a single Prosecutor to represent the State in each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after notice to the Governing Body of Fredon Township. Following the procedure set forth earlier in this paragraph, Fredon shall take all necessary steps as required by law to appoint the Prosecutor of the Newton Municipal Court as the Prosecutor of the Fredon Municipal Court within thirty (30) calendar days of each successive appointment. The Parties further agree that one (1) alternate Prosecutor shall be chosen by Newton to serve each Municipal Court upon the execution and ratification of this Agreement.

- C. The Parties agree one (1) individual Public Defender shall provide public defense services for both the Fredon Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this Agreement, the Newton Municipal Court Public Defender shall be appointed by the Parties as the Municipal Court Public Defender for each municipality. Fredon shall take all necessary steps as required by law to appoint the Public Defender of the Newton Municipal Court as the Public Defender of the Fredon Municipal Court within thirty (30) calendar days of the execution and ratification of this Agreement. The Parties further agree that any subsequent appointment for the position of Municipal Court Public Defender when a vacancy occurs (other than the expiration of the term of any appointment) shall be for a single Public Defender to represent indigents in each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton Governing Body after notice to the Governing Body of Fredon Township.

Following the procedure set forth earlier in this paragraph, Fredon shall take all necessary steps as required by law to appoint the Public Defender of the Newton Municipal Court as the Public Defender of the Fredon Municipal Court within thirty (30) calendar days of each successive appointment. The Parties further agree that one (1) alternate Public Defender shall be chosen by Newton to serve each Municipal Court upon the execution and ratification of this Agreement.

V. **Court Administration**

The Parties agree that one (1) individual Court Administrator shall be the Court Administrator for both the Fredon Municipal Court and the Newton Municipal Court. Upon the execution and ratification of this Agreement, the Newton Municipal Court Administrator shall be appointed by the Parties as the Municipal Court Administrator for each municipality. Fredon shall take all necessary steps as required by law to appoint the Court Administrator of the Newton Municipal Court as the Court Administrator of the Fredon Municipal Court within thirty (30) calendar days of the execution and ratification of this Agreement. The Parties further agree that any subsequent appointment for the position of Court Administrator when a vacancy occurs shall be for a single Court Administrator to administer each municipality's respective Municipal Court. Subsequent appointments shall be made by the Town of Newton. The Parties further agree Fredon shall also appoint Newton's Deputy Court Administrator as the Deputy Court Administrator for the Fredon Municipal Court. The Parties agree that any appointment made for the position of Deputy Court Administrator shall conform to the requirements of N.J.S.A. 2B:12-11.

The Court Administrator and Deputy Court Administrator for the Town of Newton are both full-time employees of the Town of Newton. All compensation for said employees shall be handled by the Town of Newton. Any changes in staffing shall follow Rule 1:34-3 of the New Jersey Courts.

VI. **Costs**

Fredon shall pay to Newton the sum of Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (**\$16,666.66**) ("Annual Payment") for 2025 for Newton's operation of the Fredon Municipal Court in Newton's facilities. Fredon's annual \$16,666.66 payment shall be paid to Newton in quarterly installments. The first being One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$1,666.66) on the 1<sup>st</sup> of March, 2025. The remaining installments of Five Thousand Dollars (\$5,000) each on the 1<sup>st</sup> of May, August, and November of 2025, in accordance with Fredon's normal payment procedure. For purposes of effecting this Agreement, in the event it is so required by any law, Fredon shall

pay a nominal One Dollar (\$1.00) yearly salary for each of the following: Municipal Court Judge, Prosecutor, Court Administrator, or Deputy Court Administrator, as applicable. Any additional compensation or stipends shall be the responsibility of the Town of Newton.

In 2026, Fredon shall pay Newton the sum of Twenty-One Thousand Dollars (**\$21,000**) for Newton's operation of the Fredon Municipal Court in Newton's facilities. Fredon's annual \$21,000 payment shall be paid to Newton in equal quarterly installments of Five Thousand Two Hundred Fifty Dollars (\$5,250) on the 1<sup>st</sup> of February, May, August, and November of 2026.

In 2027, Fredon shall pay Newton the sum of Twenty-Two Thousand Dollars (**\$22,000**) for Newton's operation of the Fredon Municipal Court in Newton's facilities. Fredon's annual \$22,000 payment shall be paid to Newton in equal quarterly installments of Five Thousand Five Hundred Dollars (\$5,500) on the 1<sup>st</sup> of February, May, August, and November of 2027.

In 2028, Fredon shall pay Newton the sum Twenty-Three Thousand Dollars (**\$23,000**) for Newton's operation of the Fredon Municipal Court in Newton's facilities. Fredon's annual \$23,000 payment shall be paid to Newton in equal quarterly installments of Five Thousand Seven Hundred Fifty Dollars (\$5,750) on the 1<sup>st</sup> of February, May, August, and November of 2028.

In 2029, Fredon shall pay Newton the sum of Twenty-Four Thousand Dollars (**\$24,000**) for Newton's operation of the Fredon Municipal Court in Newton's facilities. Fredon's annual \$24,000 payment shall be paid to Newton in equal quarterly installments of Six Thousand Dollars (\$6,000) on the 1<sup>st</sup> of February, May, August, and November of 2029.

These payments shall be in consideration of all of Newton's costs to operate Fredon's Municipal Court in Newton's facilities, including, but not limited to the payment of all salaries, benefits, and fees for the Judge, Prosecutor, Public Defender, Court Administrator,

Deputy Court Administrator, court security personnel, and any other personnel required for the Court.

Annual Payments do not include the costs of transportation of prisoners from the Sussex County Correctional Facility and/or Morris County Correctional Facility to and from Court. Fredon is responsible for any and all costs associated with said transportation and shall make separate arrangements with the Sussex County Sheriff's Office and/or other agency for same. If Fredon is in need of utilizing the Newton Police Department for any transportation of prisoners from the Sussex County Correctional Facility and/or Morris County Correctional Facility to and from Court, said transportation shall be at a rate of One Hundred Twenty-Five Dollars (\$125) per hour, per officer.

In the event any special sessions are required to handle pending Fredon cases, Fredon will reimburse Newton the actual costs associated with engaging the Judge, Prosecutor, Public Defender, Court Administrator, Deputy Court Administrator, court security personnel, Newton Police Department, and any other personnel required for the Court for said special sessions.

Fredon shall be responsible for the proper destruction of any files prior to the moving of any Fredon files to Newton, according to any applicable retention schedules. Fredon shall be responsible for the moving of all Fredon files to Newton by Fredon staff at a cost to be solely borne by Fredon.

**VII. Revenues**

Except for Public Defender application fees (which are paid directly to the Public Defender), the revenues generated by the Newton Municipal Court and the Fredon Municipal Court shall remain the sole and exclusive property of each of the Parties hereto. Newton shall remit to Fredon each month all of the net revenue of the Fredon Municipal Court collected by the Newton Municipal Court, in accordance with Newton's normal payment procedure. "Net Revenue" shall be defined to mean all of the remaining revenue

of the Fredon Municipal Court after Newton remits to the County and State those portions of the gross revenue so required to be remitted by law.

Newton shall retain all Public Defender application fees paid by indigent defendants in the Fredon Municipal Court, which Newton shall utilize to compensate the Newton Public Defender for representing Fredon indigent defendants.

**VIII. Court Officer**

Newton shall provide at least one (1) of its uniformed Police Officers at its sole cost and expense to be the Court Officer for each scheduled Fredon Municipal Court session.

**IX. Municipal Court Scheduling**

Newton's Municipal Court shall be solely responsible for the scheduling of each party's Municipal Court operations and sessions, which shall be scheduled to avoid conflict with other official meetings and activities of the Town of Newton and its related agencies. Fredon Municipal Court matters shall be heard and scheduled the same day as Newton Municipal Court matters unless the Judge determines it is in the best interest of efficient Court operations to modify said schedule.

**X. Court Names and Titles**

The Parties to this Agreement agree their respective Municipal Courts shall retain the current names and titles, specifically, the Municipal Court of Fredon Township and the Municipal Court of the Town of Newton and such names will continue to appear on each court's specific captions and process.

**XI. Non-Merger of Civil Service Operations**

The Parties hereby acknowledge that their respective Municipal Courts are not merging or becoming a "joint" court by operation of this Agreement. The Parties further acknowledge that each party may separately operate pursuant to N.J.S.A. 11A:1-1 et seq., however each party expressly deems and intends that the provisions of N.J.S.A. 11A:9-8 and N.J.A.C. 4A:9-1.2 shall not apply to either party not operating pursuant to N.J.S.A. 11A:1-1 et seq.,

that party's employees, or that party's personnel as contemplated hereunder. The Parties further agree that should any court, forum, or arbitrator of competent jurisdiction determine or deem that, as a result of this Agreement, the provisions of N.J.S.A. 11A:1-1 et seq. or N.J.A.C. 4A:1-1 et seq. shall be operative against any party to this Agreement that does not voluntarily operate pursuant to the provisions of N.J.S.A. 11A:1-1 et seq. and N.J.A.C. 4A:1-1 et seq., this Agreement may be immediately terminable by either party.

**XII. Periodic Review**

During the course of this Agreement, Newton and Fredon agree they may meet, if necessary, at a mutually convenient location to review the continued efficient operation of the Shared Court every six (6) months.

**XIII. Severability**

If any section, provision or part of this Agreement shall be held invalid or unenforceable in any Court of competent jurisdiction, the same shall not affect the other sections, provisions, or parts of this Agreement, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion hereof.

**XIV. Disputes**

The Parties agree that all claims, demands, disputes, differences, controversies, and misunderstandings arising under, out of, in connection with, or in relation to this Agreement may be submitted to mediation before either party may cancel this Agreement or take any other action hereunder. If mediation is agreed upon, the Parties shall mutually share all fees and expenses of the mediation, not including counsel fees and witness fees incurred by each party for its own benefit.

**XV. Termination**

This Agreement shall be for a term of five (5) years, upon the expiration of which, this Agreement shall renew automatically and continue year to year unless terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either party upon one hundred eighty-five (185) calendar days written notice to the other party.

In the event this Agreement is terminated. Fredon Township shall additionally be responsible for the transfer of all remaining Fredon files to the Fredon Township Court at a cost to be solely borne by Fredon within thirty (30) calendar days before the effective date of termination of the Newton-Fredon Shared Court.

**IN WITNESS WHEREOF**, the said Parties have hereunto set their hands and caused these presents to be signed by their proper corporate officers, and, so as to make this document's authenticity the greater and its attestation the fuller, said Parties have further caused their proper corporate seals to be hereto affixed, the day and year first above written.

**TOWN OF NEWTON**

Witness:

(Seal) \_\_\_\_\_  
Teresa A. Oswin, RMC, Municipal Clerk

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

Date:

\_\_\_\_\_

**FREDON TOWNSHIP**

Witness:

(Seal) \_\_\_\_\_  
Suzanne Boland, RMC, Municipal Clerk

\_\_\_\_\_  
Hon. Glenn Deitz, Mayor

Date:

\_\_\_\_\_



## TOWN OF NEWTON

### RESOLUTION #284-2024

November 25, 2024 "Approve Bills and Vouchers for Payment"

**BE IT RESOLVED** by the Town Council of the Town of Newton that payment is hereby approved for all vouchers that have been properly authenticated and presented for payment, representing expenditures for which appropriations were duly made in the 2023 and 2024 Budgets adopted by this local Governing Body, including any emergency appropriations, and where unexpended balances exist in said appropriation accounts for the payment of such vouchers.

#### CERTIFICATION

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at the regular meeting of said Governing Body conducted on Monday, November 25, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 11/25/2024 For bills from 11/14/2024 to 11/21/2024

Check#	Vendor	Description	Payment	Check Total
11969	2939 - AA FENCE CO., INC.	PO 66574 Roller Hockey Parts/ Fencing	573.00	573.00
11970	2141 - AIRMATIC COMPRESSOR SYSTEMS, INC.	PO 65568 Svc Contract Morris Lk 10/18/2022 - 9/3	6,092.56	6,092.56
11971	3897 - AMAZON CAPITAL SERVICES	PO 66631 Break room supplies	13.37	
		PO 66631 Break room supplies	24.82	
		PO 66646 DOG CRATE	69.99	108.18
11972	4728 - ASSOCIATION OF NEW JERSEY RECYCLERS INC	PO 66647 Conference to Association of NJ Recycler	160.00	160.00
11973	2757 - ATLANTIC TACTICAL INC.	PO 66251 BODY ARMOR VESTS QUOTE #4316528000112209	1,373.77	1,373.77
11974	4860 - AXON ENTERPRISE INC.	PO 66336 PD TASERS	9,459.04	9,459.04
11975	300 - BRIGHTSPEED	PO 64939 B: LONG DISTANCE #499697313 (SPLIT INTO	58.95	
		PO 64953 B: LONG DISTANCE A/C #320421349 (SPLIT	58.43	
		PO 64954 B: LOCAL PHONE SVC A/C #310115975	2,016.41	
		PO 64954 B: LOCAL PHONE SVC A/C #310115975	1,264.15	
		PO 64993 B: WOODSIDE AVE PS A/C #3010395888 @ \$42	42.35	3,440.29
11976	4706 - CARLUCCI, MICHAEL	PO 64923 B: MUNICIPAL JUDGE COVERAGE (N =\$39,417	3,707.27	3,707.27
11977	3770 - CINTAS	PO 65076 B: Water Filtration/Cooler/Cleaning (J-D	135.00	
		PO 65076 B: Water Filtration/Cooler/Cleaning (J-D	45.00	180.00
11978	4442 - COPS	PO 66696 ART OF INTERVIEWING COURSE	538.00	538.00
11979	4500 - CRYSTAL MOUNTAIN SPRINGS	PO 64938 B: WATER DELV	146.81	146.81
11980	286 - CURRENT ACCOUNT	PO 66701 REIMB POLICE EQUIPMENT MAINT FR STATEWID	5,963.00	5,963.00
11981	4386 - DECOTIIS, FITZPATRICK, COLE& GIBLIN, LLP	PO 66684 GENERAL REDEVELOPMENT -OCT	721.50	721.50
11982	2386 - DOMINICK'S PIZZA LLC	PO 66648 RETIREMENT LUNCH	56.30	56.30
11983	1902 - E & I CORP DIV OF MCNISH CORP	PO 66265 V-Bucket/ Grit Collector Repair	22,194.00	22,194.00
11984	3000 - ELAN FINANCIAL SERVICES	PO 66666 SHADE TREE CONFERENCE	705.52	705.52
11985	106 - ELIZABETHTOWN GAS	PO 64957 B: NATURAL GAS	146.33	
		PO 64957 B: NATURAL GAS	1,485.64	1,631.97
11986	4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC.	PO 64961 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	6,305.00	
		PO 64961 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	455.00	
		PO 66651 HISTORIC PREERVATION COMM -OCT	390.00	7,150.00
11987	4355 - FAIRLEIGH DICKINSON UNIVERSITY	PO 66675 TRAINING FOR DANIEL FINKLE #1926873	4,272.00	4,272.00
11988	4039 - FARMSIDE LANDSCAPE & DESIGN INC	PO 65108 B: FIELD MAIN/SPORTS FIELDS - Softball &	762.50	762.50
11989	3318 - FREDON ANIMAL HOSPITAL	PO 65078 B: VETERINARY SERVICES	146.30	
		PO 66640 VETERINARY SERVICES	480.73	627.03
11990	4724 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 64958 B: ADVERTISING ACCT #704136	346.99	
		PO 64958 B: ADVERTISING ACCT #704136	160.95	507.94
11991	200 - GARDEN STATE LABORATORIES INC	PO 65554 B: Analytical Services for Pool	600.00	600.00
11992	4841 - GLASSCAR AUTO GLASS	PO 66645 PD VEHICLE WINDSHIELD REPAIR	975.00	975.00
11993	4506 - GLENN C KIENZ	PO 64929 B: 2024 PLANNING BOARD ATTORNEY (800/MNT	800.00	800.00
11994	4398 - GLOBAL RECYCLING SOLUTIONS LLC	PO 65080 B: Recycling Collection: Jan to Dec 2024	923.48	923.48
11995	4884 - GOVERNMENT EDUCATION SOLUTIONS	PO 66721 SHACKLETON WEBINAR FORECLOSURE 11/14/24	25.00	25.00
11996	3804 - HAYDEE BALLESTER	PO 64928 B: COURT TRANSLATION	150.00	150.00
11997	230 - HAYEK'S MARKET INC.	PO 66639 75 Boxed Lunches for Flags of Honor	925.00	
		PO 66692 HALLOWEEN - TRUNK OR TREAT	50.00	
		PO 66715 11/15/2024 - Working lunch - Council Zoo	7.40	
		PO 66715 11/15/2024 - Working lunch - Council Zoo	3.98	986.38
11998	4337 - HPE SERVICES LLC	PO 65001 B: COMPUTER TECH IT SVC'S (NOT TO EXC	304.00	
		PO 65001 B: COMPUTER TECH IT SVC'S (NOT TO EXC	515.16	
		PO 66589 Replacement laptop - Manager	1,785.00	2,604.16
11999	3876 - HOLLAND COMPANY, INC.	PO 65054 B: EPIC 2400 (\$149,000 @ \$5.71/Gal) Jan	11,482.81	11,482.81
12000	272 - HOLZHAUER, SCOTT	PO 65004 B: QTRLY MILEAGE REIMB -Tax Assesser	136.00	136.00
12001	1866 - HOME DEPOT, INC.	PO 65874 B: NPd PURCHASES	17.47	
		PO 66637 Decorations for Tree Lighting	122.80	
		PO 66637 Decorations for Tree Lighting	66.13	
		PO 66686 HALLOWEEN - SUPPLIES	27.98	234.38
12002	4620 - HQW ARCHITECTS, LLC.	PO 65387 FIRE HOUSE #1 RENOVATIONS ARCHITECTURAL	1,000.00	1,000.00
12003	1462 - INSTITUTE PROFESSIONAL DEVELOP	PO 66719 SHACKLETON SEMINARS 11/20/24 & 12/4/24	100.00	100.00
12004	332 - J & D SALES & SERVICE,LLC.	PO 65024 WATER RECYLC MAINT RENEW 1/2024 - 12/202	250.00	250.00
12005	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 66649 CONSULTING -OCT	150.00	
		PO 66649 CONSULTING -OCT	2,672.50	
		PO 66649 CONSULTING -OCT	375.00	
		PO 66649 CONSULTING -OCT	11,717.50	
		PO 66677 Convent Capital B22.10 Lot 17 40-46 O	900.00	15,815.00

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 11/25/2024 For bills from 11/14/2024 to 11/21/2024

Check#	Vendor	Description	Payment	Check Total
12006	4670 - JCM ASSOCIATES	PO 65444 POLICE DEPT. HANDOUTS ESTIMATE #5144	1,248.47	1,248.47
12007	113 - JCP&L	PO 64955 B: ELECTRIC	7,779.63	7,779.63
12008	2427 - KEY-TECH, INC.	PO 66702 CORE SAMPLING CLINTON W NELSON & DIVISIO	2,620.00	2,620.00
12009	3711 - KKPR MARKETING & PUBLIC RELATIONS,	PO 64988 B: PUBLIC RELATIONS & SPECIAL EVENTS MAR	935.93	935.93
12010	4658 - LAW OFFICE OF ORLANDO R RODRIGUEZ, LLC.	PO 65870 B: 2024 PUBLIC DEFENDER (JULY-DEC) 1/2 Y	1,333.33	1,333.33
12011	4012 - LEXIPOL	PO 66520 PD TRAINING	6,059.13	6,059.13
12012	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 65287 B: Liq Sodium Hypochlorite (\$29,250 @ \$3	4,192.50	4,192.50
12013	4381 - MID-AMERICAN ELEVATOR CO., INC.	PO 65098 B: ELEVATOR MAINT (TH & POLICE) Jan - De	515.00	515.00
12014	4763 - MILLER, DAVID	PO 66685 DJ SERVICES FOR COMMUNITY EVENTS	600.00	600.00
12015	1231 - MILLER, JASON	PO 66709 REIMB TITLE FOR LADDER TRUCK	60.00	60.00
12016	409 - MINISINK PRESS INC	PO 66671 revenue forms	165.00	165.00
12017	170 - NEWTON BOARD OF EDUCATION	PO 65940 SCHOOL TAX (JULY-DEC) 2024 -	1,155,370.92	1,155,370.92
12018	2201 - NEWTON FIRE DEPARTMENT	PO 66700 2024 AID TO FIREMEN	13,000.00	13,000.00
12019	240 - NEWTON FIRST AID SQUAD	PO 64930 B. 2024 CONTRIBUTION (\$25,000)	7,500.00	7,500.00
12020	336 - NEWTON TROPHY	PO 66644 PD NAME PLATES	54.00	54.00
12021	4681 - NORTHEAST COMMUNICAITONS INC.	PO 66632 JPS RSP-22 Radio Gateway	2,370.00	
		PO 66633 JPS RSP-22 Radio Gateway and Cables	3,048.00	5,418.00
12022	4350 - NW FINANCIAL GROUP LLC	PO 66670 NEWTON 213 LLC - SHOP RITE (	337.50	337.50
12023	4324 - O'REILLY'S PUB	PO 66691 HALLOWEEN - COSTUMES PRIZES	50.00	50.00
12024	2882 - ONE CALL CONCEPTS, INC.	PO 64960 B: ONE CALL MESSAGES	94.02	94.02
12025	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 64947 B: SLUDGE DISPOSAL A/C #12701 (\$102	5,953.50	5,953.50
12026	4656 - PAULUS, SOKOLOWSKI & SARTOR LLC	PO 64962 B: ALTERNATE SEWER ENGINEER (NOT TO EXCE	1,290.00	
		PO 65137 B - Pump Station Consolidation	7,015.05	
		PO 65411 SAND FILTER REHAB	2,211.25	
		PO 65642 GREEN ACRES ROSI SUBMISSION	410.00	
		PO 65709 MORRIS LK BLOWOFF DAM	4,269.86	
		PO 66247 SCADA/PLC REPLACEMENT PROJECT	5,101.57	20,297.73
12027	64 - PELLOW, HAROLD & ASSO, INC.	PO 64047 Fire House 1 Project	36.00	
		PO 64987 B: WATER ENGINEER (not to exceed \$55,000	1,591.63	
		PO 65643 GREEN ACRES ROSI SUBMISSION	390.50	
		PO 66672 Thor Labs	1,211.00	
		PO 66673 Marotta-Godkar LLC B5.01 Lot 2	781.00	
		PO 66674 Convent Capital B22.10 Lot 17 40-46 O	71.00	4,081.13
12028	64 - PELLOW, HAROLD & ASSO, INC.	PO 66697 ENGINEERING -SEPT	2,014.75	
		PO 66697 ENGINEERING -SEPT	284.00	
		PO 66697 ENGINEERING -SEPT	1,008.00	
		PO 66710 General	213.00	
		PO 66711 QUANTUM REALM,PUNC EQ September services	3,345.50	6,865.25
12029	64 - PELLOW, HAROLD & ASSO, INC.	PO 66712 Releaf Newton LLC September services	675.00	
		PO 66713 Convent Capital B22.10 Lot 17 40-46 O	1,332.50	
		PO 66714 Marotta-Godkar LLC B5.01 Lot 2 September	142.00	2,149.50
12030	2788 - PENTELEDATA	PO 64944 B: INTERNET -DPW & STP (2 modems)	159.95	
		PO 64944 B: INTERNET -DPW & STP (2 modems)	159.95	319.90
12031	4792 - PERIGO ANTHONY	PO 65002 B: QTRLY MILEAGE REIMB -/DEPUTY FIRE CH	238.00	238.00
12032	4204 - PLANET NETWORKS INC.	PO 65051 B: Internet Access: Jan - Dec 2024 Summi	99.95	99.95
12033	2212 - PROCESS TECH SALES AND SERVICE	PO 66214 WATER PLANT TURBIDITY/ Backup	4,866.67	
		PO 66643 WATER PLANT TURBIDITY PM/Service 10/25/2	1,264.00	6,130.67
12034	4126 - PROFESSIONAL CONSULTING INC.	PO 64963 B: SEWER ENGINEER (\$179/HR NOT TO EXCE	1,675.00	
		PO 66356 WTP CLEARWELL & HIGH ST TANK CLEANING	1,375.00	
		PO 66357 CHEMICAL ROOM REHAB	7,367.50	
		PO 66704 OCT ENGINEERING SERVICES	11,412.50	
		PO 66704 OCT ENGINEERING SERVICES	3,580.00	25,410.00
12035	4666 - PROSHRED SECURITY	PO 66562 Town Event - Paper Shredding	1,600.00	1,600.00
12036	39 - QUILL CORPORATION	PO 64973 B: NPD OFFICE SUPPLIES	183.20	183.20
12037	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 64945 B: GAS ACCT #40382, Contract until 10/	4,435.06	4,435.06
12038	4809 - RIVERVIEW PAVING, INC.	PO 66046 MILLING & PAVING DOUMA VALLEY VIEW & BAB	149,304.30	149,304.30
12039	4199 - RUTGERS LIFELONG LEARNING CENTER	PO 66109 CPWM COURSE CURRICULUM J VAN DER GROEF	780.00	780.00
12040	862 - S/NJ DEPT OF LABOR & WORKFORCE DEV	PO 66634 CATASTROPHIC ILLNESS ASSESS Y/END 12/31/	237.00	237.00
12041	3660 - SCHENCK, PRICE, SMITH, & KING, LLP	PO 65031 B: SPECIAL CONFLICT ATTORNEY 2024 (\$170/	2,499.00	
		PO 65032 B: TAX APPEAL ATTORNEY (\$160/HR NOT TO	1,913.10	4,412.10
12042	55 - SCHMIDT'S WHOLESALE, INC	PO 65943 Water Main Parts/ Stock Parts	856.80	856.80
12043	4746 - SEAMAN, DIANE	PO 66665 MILEAGE REIMBURSEMENT	86.84	86.84

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 11/25/2024 For bills from 11/14/2024 to 11/21/2024

Check#	Vendor	Description	Payment	Check Total
12044	4644 - SIEGEL, STEVEN M.	PO 64925 B: PROSECUTOR (\$31,000 TWN/\$3,500 GR	2,874.96	2,874.96
12045	130 - SUSSEX COUNTY P & H, INC.	PO 65100 B: PLUMBING SUPPLIES	101.74	101.74
12046	3965 - SYN-TECH SYSTEMS, INC.	PO 66642 Fuel Sys Contract 10/30/2024-10/29/2025	1,175.00	1,175.00
12047	2479 - TAYLOR OIL CO., INC.	PO 64946 B: DIESEL ACCT #01-0062714	3,294.28	3,294.28
12048	3851 - THE CANNING GROUP, LLC.	PO 64927 B: 2024 QPA ANN \$8,500	708.33	708.33
12049	4472 - THE FARMER'S DAUGHTER	PO 66693 HALLOWEEN - TRUNK OR TREAT	50.00	50.00
12050	2675 - TIRE KING, INC.	PO 66638 Loader TIRE/ Flat/ Roadcall	236.00	236.00
12051	4814 - TNS CONSTRUCTION, LLC.	PO 65394 FIRE HOUSE #1 RENOVATIONS	261,473.80	261,473.80
12052	2880 - TRACTOR SUPPLY	PO 65026 B: ACO EQUIP	96.72	
		PO 65026 B: ACO EQUIP	16.78	113.50
12053	367 - TREASURER, STATE OF NEW JERSEY	PO 66703 MARR LICENSES 3RD QTR (19)	475.00	475.00
12054	219 - TRI-STATE RENTALS, INC.	PO 66467 Roller Hockey - lift for install	2,587.50	2,587.50
12055	1280 - VERIZON WIRELESS, INC.	PO 65000 B: CELL PHONE ACCT #882571077-0001	134.96	
		PO 65000 B: CELL PHONE ACCT #882571077-0001	1,764.63	1,899.59
12056	2635 - W.B. MASON, INC.	PO 66650 Office supplies	11.79	
		PO 66650 Office supplies	21.89	
		PO 66722 Computer Ink	329.96	363.64
12057	1500 - WALMART	PO 66652 TENTS FALL FEST	265.97	
		PO 66687 HALLOWEEN CANDY 2024 FOR 4 TRUNKS	199.36	465.33
12058	1144 - WEINER LESNIAK	PO 66676 Convent Capital B22.10 Lot 17 40-46 O	153.00	
		PO 66678 Releaf Newton LLC, B 16, L 2.02 78 Mill	72.00	
		PO 66679 Thor Labs	90.00	
		PO 66680 NEWTON 213 LLC - SHOP RITE	270.00	
		PO 66681 G&A FUEL, INC. B 2.02 L13, T-4 PB-1-202	621.00	
		PO 66682 Marotta-Godkar LLC B5.01 Lot 2	459.00	1,665.00
12059	4041 - WHIBCO OF NEW JERSEY INC.	PO 66535 Baseball/ Field/Clay	2,294.39	2,294.39

TOTAL

-----  
1,827,005.31

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-166-05-000-001	INTERFUND RECEIVABLE - PARK AUTHORITY			38.01	
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	1,628.00			
01-201-20-110-200	TOWN COUNCIL - OTHER EXPENSES	1,402.50			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	260.71			
01-201-20-145-200	COLLECTION OF TAXES - OTHER EXPENSES	86.28			
01-201-20-150-200	ASSESSMENT OF TAXES - OTHER EXPENSES	136.00			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	14,425.40			
01-201-20-165-200	ENGINEERING - OTHER EXPENSES	939.50			
01-201-20-175-200	HISTORIC COMMISSION - OTHER EXPENSES	390.00			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	1,178.00			
01-201-21-181-200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	708.33			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	20,705.69			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	76.22			
01-201-25-252-200	EMERGENCY MANAGEMENT - OTHER EXPENSES	5,418.00			
01-201-25-255-200	FIRE DEPARTMENT - OTHER EXPENSES	238.00			
01-201-25-256-200	Aid to Volunteer Fire Depts	13,000.00			
01-201-25-260-200	AID TO FIRST AID ORGANIZATION - OTHER EX	7,500.00			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	1,326.52			
01-201-26-298-200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	42.75			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	1,083.48			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	1,763.41			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	1,035.00			
01-201-27-340-200	ANIMAL CONTROL - OE	827.99			
01-201-28-370-200	RECREATION - OTHER EXPENSES	1,254.96			
01-201-28-371-200	SWIMMING POOL - OTHER EXPENSES	600.00			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	3,056.89			
01-201-30-420-200	CELEBRATION OF PUBLIC EVENTS - OE	1,243.31			
01-201-30-429-200	MISC OPERATING EXPENSE - OTHER EXP	750.00			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	21,114.92			
01-201-42-108-100	INTERLOCAL - GREEN TWP COURT	4,207.26			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	150.00			
01-201-44-900-000	CAPITAL IMPROVEMENTS - OTHER EXPENSES	1,267.25			
01-207-55-000-000	DUE NEWTON BOE - SCHOOL TAX PAYABLE			1,155,370.92	
01-221-55-000-001	DUE S/NJ - MARRIAGE LICENSE FEES			475.00	
01-260-05-100	DUE TO CLEARING			0.00	1,263,700.30
<b>TOTALS FOR</b>	<b>CURRENT FUND</b>	<b>107,816.37</b>	<b>0.00</b>	<b>1,155,883.93</b>	<b>1,263,700.30</b>
02-213-40-000	RES PUBLIC/PRIVATE GRANTS			5,963.00	
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			14,691.27	
02-260-05-100	Due to Clearing			0.00	20,654.27
<b>TOTALS FOR</b>	<b>STATE AND FEDERAL GRANTS</b>	<b>0.00</b>	<b>0.00</b>	<b>20,654.27</b>	<b>20,654.27</b>
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			6,625.75	
04-215-55-925-000	ORD 2024-4 FIRE HOUSE 1 RENOVATIONS			262,473.80	
04-215-55-926-000	ORD 2024-11 VAR CAP IMP			150,509.80	
04-260-05-100	Due to Clearing			0.00	419,609.35
<b>TOTALS FOR</b>	<b>GENERAL CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>419,609.35</b>	<b>419,609.35</b>
08-215-55-906-000	ORD 2022-7 SEWER LINE REP. - ARP FUNDED			2,235.00	
08-215-55-910-000	ORD 2023-3 SPARTA AVE PS - NJIB			1,472.50	
08-215-55-912-000	ORD 2023-8 WATER IMP NJIB			5,101.57	
08-215-55-913-000	ORD 2023-11 SEWER IMP. NJIB			12,796.30	
08-215-55-916-000	ORD 2023-17 MORRIS LK GATE H. FF			4,269.86	
08-215-55-918-000	ORD 2024-8 VAR WS IMP.			284.00	
08-215-55-921-000	ORD 2024-25 WATER IMP amend Ord 2023-08 NJIB			8,742.50	
08-215-55-922-000	ORD 2024-21 VARIOUS WTP IMP FF			4,135.00	
08-260-05-100	DUE TO CLEARING			0.00	39,036.73
<b>TOTALS FOR</b>	<b>WATER/SEWER UTILITY CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>39,036.73</b>	<b>39,036.73</b>
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	71,533.69			
09-260-05-100	DUE TO CLEARING			0.00	71,533.69
<b>TOTALS FOR</b>	<b>WATER/SEWER UTILITY</b>	<b>71,533.69</b>	<b>0.00</b>	<b>0.00</b>	<b>71,533.69</b>
20-260-05-100	Due to Clearing			0.00	237.00
20-287-56-000	RESERVE FOR EXPENDITURES - UNEMPLOYMENT			237.00	
<b>TOTALS FOR</b>	<b>PAYROLL</b>	<b>0.00</b>	<b>0.00</b>	<b>237.00</b>	<b>237.00</b>
31-260-05-100	DUE TO CLEARING			0.00	6,544.97
31-286-56-102-000	ENGINEER REVIEW FEES			5,296.50	
31-287-56-118	RESERVE FOR POLICE DONATIONS *			1,248.47	
<b>TOTALS FOR</b>	<b>TRUST</b>	<b>0.00</b>	<b>0.00</b>	<b>6,544.97</b>	<b>6,544.97</b>
33-260-05-100	DUE TO CLEARING			0.00	5,164.00
33-286-56-107-000	QUANTUM REALM,PUNC EQ (12/20)			4,556.50	
33-286-56-109-000	NEWTON 213 LLC - SHOP RITE			607.50	
<b>TOTALS FOR</b>	<b>DEVELOPERS ESCROW</b>	<b>0.00</b>	<b>0.00</b>	<b>5,164.00</b>	<b>5,164.00</b>
34-260-05-100	DUE TO CLEARING			0.00	150.00
34-287-56-001	RESERVE FOR HOUSING REHAB			150.00	
<b>TOTALS FOR</b>	<b>HOUSING REHAB REVOLVING TRUST</b>	<b>0.00</b>	<b>0.00</b>	<b>150.00</b>	<b>150.00</b>

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
35-260-05-100	DUE TO CLEARING			0.00	375.00
35-296-56-001-000	RESERVES FOR COMMERCIAL DEVELOPMENT			375.00	
TOTALS FOR	HOUSING TRUST	0.00	0.00	375.00	375.00

Total to be paid from Fund 01 CURRENT FUND	1,263,700.30
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	20,654.27
Total to be paid from Fund 04 GENERAL CAPITAL	419,609.35
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	39,036.73
Total to be paid from Fund 09 WATER/SEWER UTILITY	71,533.69
Total to be paid from Fund 20 PAYROLL	237.00
Total to be paid from Fund 31 TRUST	6,544.97
Total to be paid from Fund 33 DEVELOPERS ESCROW	5,164.00
Total to be paid from Fund 34 HOUSING REHAB REVOLVING TRUST	150.00
Total to be paid from Fund 35 HOUSING TRUST	375.00
	=====
	1,827,005.31

Checks Previously Disbursed

8902	SANDHILL PLASTICS INC.	PO# 66485	Roller Hockey Lumber & Supply List	939.83	11/18/2024
11968	DENA CASTELLANI	PO# 66683	Veterinarian Services for Rabies C	550.00	11/15/2024
42809	RANSNORTH, NANCY	PO# 65629	MEDICARE PART B REIMB	873.50	11/14/2024
42810	GNCC		PORT-A-JOHN PORTION OF TASTE OF NE	500.00	11/18/2024
240239	PAYROLL ACCOUNT		11/21 GRANT PAYROLL	516.72	11/21/2024
240953	PAYROLL ACCOUNT		11/21 W/S PAYROLL	52,727.64	11/21/2024
240953	CAPITAL ACCOUNT		COVER IBANK MONIES UNTIL REC'D	25,000.00	11/13/2024
240954	PAYROLL ACCOUNT		11/21 CURRENT PAY	283,409.12	11/21/2024
243140	CURRENT ACCOUNT		TAX SALE 10/10	16,076.33	11/14/2024
243143	PAYROLL ACCOUNT		11/21 TRUST PAYROLL	10,094.00	11/21/2024
				-----	
				390,687.14	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	309,782.62	1,263,700.30	1,573,482.92
Fund 02 STATE AND FEDERAL GRANTS	516.72	20,654.27	21,170.99
Fund 04 GENERAL CAPITAL	939.83	419,609.35	420,549.18
Fund 08 WATER/SEWER UTILITY CAPITAL		39,036.73	39,036.73
Fund 09 WATER/SEWER UTILITY	52,727.64	71,533.69	124,261.33
Fund 20 PAYROLL		237.00	237.00
Fund 27 ANIMAL TRUST	550.00		550.00
Fund 31 TRUST	26,170.33	6,544.97	32,715.30
Fund 33 DEVELOPERS ESCROW		5,164.00	5,164.00
Fund 34 HOUSING REHAB REVOLVING TRUST		150.00	150.00
Fund 35 HOUSING TRUST		375.00	375.00
			-----
BILLS LIST TOTALS	390,687.14	1,827,005.31	2,217,692.45
			=====



## TOWN OF NEWTON

### RESOLUTION #285-2024

**November 25, 2024** “Resolution of Rejection, Golden Inc. for Bid of 2R-2023 Cleaning of Morris Lake Water Treatment Plant Clearwell and High Street”

**WHEREAS**, the Town advertised and received bids in a fair and open manner consistent with N.J.S.A.19:44A-20.5, on November 13, 2024, at 2:00 P.M., for Bid # 2R-2023 - Cleaning of Morris Lake Water Treatment Plant Clearwell and High Street; and

**WHEREAS**, Golden Inc. responded without including the ownership disclosure form as required in mandatory documents; and

**WHEREAS**, the New Jersey Local Public Contracts Law at N.J.S.A. 40A:11-23.2(c) requires when an ownership disclosure document is not provided where required, constitutes a fatal defect that cannot be cured; and

**WHEREAS**, Golden Inc. submitted a bid in the amount of \$750,000.00; and

**WHEREAS**, the New Jersey Local Public Contracts Law at N.J.S.A. 40A:11-13.2(a) allows for rejection when the Town receives bids wherein the lowest bid substantially exceeds the cost estimates for the goods or services;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, Sussex County, that the bid by Golden Inc., is hereby rejected under the mandates at N.J.S.A. 40A:11-23.2. and under N.J.S.A. 40A:11-13.2(a).

#### **CERTIFICATION**

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at the regular meeting of said Governing Body conducted on Monday, November 25, 2024.

---

Teresa A. Oswin, RMC  
Municipal Clerk