



**AGENDA
NEWTON TOWN COUNCIL
REGULAR HYBRID MEETING
DECEMBER 9, 2024
7:00pm**

Please click this URL to join:

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

Webinar ID: 838 9781 8208 Passcode: 594036

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I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. PRESENTATIONS/SWEARING-IN

Michael Wolanski – Oath of Office (Lieutenant)

Steven Shawger – Oath of Office (Sergeant)

Anthony Vitrano – Oath of Office (Patrolman)

V. APPROVAL OF MINUTES

November 13, 2024 – Executive Meeting – Town Manager's Annual Review

November 25, 2024 – Regular Meeting

VI. 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.**

VII. DISCUSSION

- a. Affordable Housing Action – Jessica Caldwell, Town Planner

VIII. COUNCIL & MANAGER REPORTS

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

IX. ORDINANCE(S)

- a. 2nd Reading and Public Hearing
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

X. 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 #286-2024* Appointment of a Public Defender for the Town of Newton for Calendar Year 2025
- b. Resolution #287-2024* Approving Revised Town of Newton Personnel Policies and Procedures Manual and Employee Handbook
- c. Resolution #288-2024* Authorize Credits Due Water and Sewer Utility Accounts
- d. Resolution #289-2024* Approval of the Execution of a Shared Services Agreement with Stillwater Township to Provide Animal Control Services for Calendar Year 2025
- e. Resolution #290-2024* Approval of the Execution of a Shared Services Agreement with Branchville Borough to Provide Animal Control Services for Calendar Year 2025
- f. Resolution #291-2024* Authorize the Mayor to Conduct Ceremonial Proceedings from January 1, 2025 through the January 15, 2025 Reorganization Meeting
- g. Resolution #292-2024* Authorizing the Sale of Brine Solution to Municipalities for Calendar Year 2025
- h. Resolution #293-2024* Appointment of Adam Vough as Municipal Representative to the Sussex County Solid Waste Advisory Committee for 2025
- i. Resolution #294-2024* Appointment of Michael Awertschenko as Municipal Representative to the Sussex County Water Quality Policy Advisory Committee for 2025
- j. Resolution #295-2024* Designation of Public Agency Compliance Officer for Calendar Year 2025
- k. Resolution #296-2024* Designate the Town Manager as the National Organization on Disability Representative for Calendar Year 2025
- l. Resolution #297-2024* Appointment of Keith Mitchell as Risk Management Consultant for the Town of Newton for Calendar Year 2025
- m. Resolution #298-2024* Appointment of Fund Commissioner for the Statewide Insurance Fund for Calendar Year 2025
- n. Resolution #299-2024* Authorizing Award of a Municipal Prosecutor in a Fair and Open Manner
- o. Resolution #300-2024* Appointment of James Pomaco, Esq., as the Town of Newton's Alternate Municipal Prosecutor for Calendar Year 2025

- p.** Resolution #301-2024* Appointment of John Grey, Esq., as the Town of Newton's Alternate Public Defender for Calendar Year 2025
- q.** Resolution #302-2024* Designating Deputy Custodian of Public Records
- r.** Resolution #303-2024* Resolution Rejecting All Proposals for Phase 2 Sanitary Sewer Rehabilitation Rebid
- s.** Resolution #304-2024* Resolution Authorizing Negotiations for Phase 2 Sanitary Sewer Rehabilitation in Accordance with N.J.S.A. 40A:11-5(3)
- t.** Resolution #305-2024* Authorize Remittance (Cancellation) of 2024 Taxes; Block 4.02, Lot 20
- u.** Resolution #306-2024* Agreement for Professional Services for Municipal Court Judge
- v.** Resolution #307-2024* Authorizing the Execution of a Treatment Works Permit Application
- w.** Resolution #308-2024* Approval Extension of Contract Russell Reid Waste Hauling and Disposal Service Co., Inc Bid 13R-2022 Sludge Hauling
- x.** Resolution #309-2024* Resolution Amending Professional Engineering Services Agreement with Suburban Consulting Engineers, Inc. for Water and Sewer Project Consulting Services
- y.** Resolution #310-2024* Approve 2024 Appropriation Transfers
- z.** Resolution #311-2024* Approve Bills and Vouchers
- aa.** Resolution #312-2024* Authorize Cancellation of Interest on Taxes; Block 10.01, Lot 4.02

XI. OPEN TO THE PUBLIC (3 minutes each)

XII. COUNCIL & MANAGER COMMENTS

XIII. 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 was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm 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 #286-2024

December 9, 2024 “Appointment of a Public Defender for the
Town of Newton for Calendar Year 2025”

WHEREAS, the Town of Newton has a need to acquire legal counsel for certain specific matters under non-fair and open contracts pursuant to provisions of N.J.S.A. 19:44A-20; and

WHEREAS, legal services are a professional service as defined by the Local Public Contracts Law and are, therefore, exempt from public bidding requirements in accordance with N.J.A.C. 40A:11-5(1)(a)(i); and

WHEREAS, Orlando R. Rodriguez, Esq. has expressed interest in serving as the Public Defender for the Town of Newton; and

WHEREAS, Orlando R. Rodriguez, Esq. has indicated that all such services will be rendered to the Town of Newton on the bases of an annual fee of \$13,500.00; and

WHEREAS, the Newton Chief Financial Officer certifies funding will be available in the 2025 Municipal Current Budget;

WHEREAS, Orlando R. Rodriguez, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies he has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one (1) year, and the contract will prohibit the professional from making any reportable contributions through the term of the contract; and

WHEREAS, the anticipated term of this contract is for calendar year 2025;

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton authorizes the Mayor and Municipal Clerk to execute an agreement in duplicate with Orlando R. Rodriguez, Esq. as described herein; and

BE IT FURTHER RESOLVED, a fully executed copy of this agreement be provided to Orlando R. Rodriguez, Esq. with a certified copy of this Resolution and advertised according to State Statute.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON
REQUIRED DISCLOSURE
RESOLUTION AND AGREEMENT
FOR PROFESSIONAL SERVICES
MUNICIPAL PUBLIC DEFENDER

WHEREAS, there exists a need for a Public Defender to be appointed to represent the Town of Newton, Green Township, and Fredon Township through the shared court services agreement with respect to municipal matters, for calendar year 2025; and

WHEREAS, Orlando R. Rodriguez, Esq., has indicated that all such services will be rendered to the Town of Newton on the basis of an annual fee of **\$13,500**, which the Newton Town Council deems fair and equitable for said professional services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for “professional services” without competitive bids, and the contracts themselves, must be available for public inspection; and

WHEREAS, this contract is being awarded pursuant to a “required disclosure” process in accordance with the tenets of N.J.S.A. 19:44A-20.4 et. Seq.; and

WHEREAS, Mr. Rodriguez agrees to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and agrees to comply with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(a) of said Regulations; and

WHEREAS, the Town and Mr. Rodriguez agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time to time and agree to comply with the terms, provisions, and obligations of said section 5.3; and

WHEREAS, Orlando R. Rodriguez, Esq., has completed and submitted a Business Entity Disclosure Certification and Political Disclosure Contribution form, which certifies Orlando R. Rodriguez, Esq., has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one year, and that the contract will prohibit Orlando R. Rodriguez, Esq., from making any reportable contributions through the term of the contract; and

WHEREAS, the Town of Newton’s Chief Financial Officer certifies funds will be provided in the 2025 Municipal Current Budget – ‘Legal Services – Other Expenses’ for expenditures pertaining to this open-ended contract for said municipal matters;

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

- 1) The Mayor and Clerk of the Town of Newton are hereby authorized and directed to execute a duplicate of this Resolution which shall act as the authorization and agreement between the Town of Newton and Orlando R. Rodriguez, Esq., providing for his retention as Municipal Public Defender in and on behalf of the Town of Newton for calendar year 2025.

2) The services to be rendered by Orlando R. Rodriguez, Esq., shall be at a rate not to exceed **\$13,500** annually as Municipal Public Defender for the Town of Newton, Green Township, and Fredon Township through the shared court services agreement. Separate agreements with payment terms for Mr. Rodriguez's work for Green Township and Fredon Township will be signed by the Newton Town Manager on behalf of the Town of Newton.

3) This contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-1(1)(a) of the Local Public Contracts Law, because Orlando R. Rodriguez, Esq., is a licensed attorney of the State of New Jersey and, as such, is duly qualified as a professional to carry out the subject services which are expressly exempt from the Local Public Contracts bidding requirements and the candidate complies with all requirements for appointment without public bidding under N.J.S. 19:44A-1 et seq.

4) Political Contribution Disclosure. This contract has been awarded to Orlando R. Rodriguez, Esq., based on the merits and abilities of Orlando R. Rodriguez, Esq., to provide the goods or services as described herein. The undersigned does hereby attest that he and all those who control in excess of 10% of the law firm in which he is a member has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A., 19:44a-8 or 19:44a-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Town of Newton, County of Sussex if a member of that political party is serving an elective public office of that Town when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Town when the contract is awarded.

5) Notice of this action shall be published once in the *New Jersey Herald*.

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC, Municipal Clerk

John-Paul E. Couce, Mayor

I hereby acknowledge executing this duplicate Resolution and agree to be bound by its terms, covenants, and conditions for the year 2025.

Date: _____

Orlando R. Rodriguez, Esq.



TOWN OF NEWTON

RESOLUTION #287-2024

December 9, 2024 **“Approving Revised Town of Newton Personnel Policies and Procedures Manual and Employee Handbook”**

WHEREAS, the Town of Newton has adopted a Personnel Policies and Procedures Manual and Employee Handbook (“Handbook”), which applies to all Town officials, appointees, employees, volunteers, and independent contractors, providing guidelines covering public service by Town employees, and is not a contract; and

WHEREAS, the Town of Newton has completed a review, through its staff and legal professionals, of the Handbook and has determined that certain portions of the Handbook are in need of revision; and

WHEREAS, amendments and supplements to the Handbook become effective via resolution of the Town Council, per Ordinance 2013-34;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Handbook is hereby amended, as set forth in the copy of the Handbook dated December 2024 which is on file in the Municipal Clerk’s Office.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



Interoffice Memorandum

TO: Newton Town Council
FROM: Thomas S. Russo, Jr., MPA, CPM, PLC, Town Manager
DATE: December 9, 2024
SUBJECT: Handbook Updates

Please see below an overview of the proposed Handbook updates:

1. Article 2 – addition of 2.2 Contagious or Life Threatening Illness Policy
2. Article 2 – modification of 2.4 Sexual Harassment Policy
3. Article 2 – modification of 2.5 Harassment and Sexual Harassment Complaint Procedure
4. Article 2 – modification of 2.6 Conflict of Interest Policy
5. Article 2 – modification of 2.11 “Whistle Blower” Policy (CEPA)
6. Article 2 – addition of 2.13 Dating Policy
7. Article 2 – addition of 2.14 Protection and Safe Treatment of Minors
8. Article 5 – modification of 5.8 Family and Medical Leave Act (FMLA), New Jersey Family Leave Act (NJFLA), and New Jersey Family Leave Insurance Program
9. Article 7 – modification of 7.3 Drugs and Alcohol Policy
10. Article 7 – modification of 7.4 Computer/Technology/Email Use Policy
11. Article 7 – modification of 7.16 Vehicle Use



TOWN OF NEWTON

RESOLUTION #288-2024

December 9, 2024 "Authorize Credits Due Water and Sewer Utility Accounts"

WHEREAS, the Water and Sewer Collector has determined the following Water and Sewer Utility Accounts are due credits for the reasons stated;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Water and Sewer Collector is hereby authorized to credit the following accounts for amounts billed incorrectly due to the reason(s) stated:

CREDIT FOR AN ACCOUNT THAT SHOULD BE INACTIVE:

<u>Account</u>	<u>Address</u>	<u>Amount</u>
2400	20 Union Place	\$102.69

CREDIT FOR ACCOUNTS THAT SHOULD BE IN FINAL STATUS:

<u>Account</u>	<u>Address</u>	<u>Amount</u>
6980	6 Liberty Street	\$102.69
6997	6 ½ Liberty Street	\$102.69

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #289-2024

December 9, 2024 **“Approval of the Execution of a Shared Services Agreement with Stillwater Township to Provide Animal Control Services for Calendar Year 2025”**

WHEREAS, the Township of Stillwater (“Stillwater”) 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 Stillwater to provide the requested animal control services to Stillwater; 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 Stillwater to provide animal control services to Stillwater 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, December 9, 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 Stillwater, a body politic, with offices located at 964 Stillwater Road, Newton, NJ 07860.

WITNESSETH:

The Town of Newton (hereinafter referred to as "NEWTON") and the Township of Stillwater (hereinafter referred to as "STILLWATER") and 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) 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 STILLWATER, if requested, with Animal Control services for an additional period of ninety (90) calendar days and STILLWATER 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 STILLWATER to furnish them with Animal Control Services.

2.2 RESPONSIBILITY

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

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

2.3 SUPERVISION AND DIRECTION OF STAFF

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

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

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

2.4 DESIGNATION AS OFFICIALS

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

3. ACTIVITIES

3.1 ANIMAL SHELTER FACILITIES

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

3.2 SERVICES TO BE PERFORMED

The ACO or their staff shall provide to STILLWATER, 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 STILLWATER.

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 STILLWATER.

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 STILLWATER.

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 STILLWATER 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. STILLWATER 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. Minimum attendance at one (1) STILLWATER Township governing body meeting per calendar year and as often as requested by the Governing Body, but in no event, no more than three (3) STILLWATER Township governing body meetings per calendar year, which shall be compensated by STILLWATER.

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

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 STILLWATER.

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

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

STILLWATER 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 STILLWATER, 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 STILLWATER TOWNSHIP

In consideration of this service, STILLWATER shall pay NEWTON Eleven Thousand (\$11,000.00) Dollars for the contract term specified herein.

5.2 QUARTERLY PAYMENTS BY STILLWATER TO NEWTON

A. STILLWATER 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 1, 2025 - \$2,750.00

April 1, 2025 - \$2,750.00

July 1, 2025 - \$2,750.00

October 1, 2025 - \$2,750.00

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

C. Failure by STILLWATER to pay its quarterly contribution by the twentieth (20th) calendar day of the following month gives NEWTON the right to impose a five percent (5%) late penalty for that payment, as well as interest on the payment to accrue at the rate of five percent (5%) per annum.

6. GENERAL COOPERATION AND INTENT

A. It is the intention of the parties that the Animal Control activities within and on behalf of STILLWATER 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 STILLWATER to facilitate performance of the services listed in Section 3.2 above. In general, performance by NEWTON which meets the requirements of Animal Control activities and the general standards for performance of this Agreement.

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

7. APPLICABLE LAW

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

8. TERMINATION EVENTS

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

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

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

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

9. INDEMNIFICATION

STILLWATER shall not be liable for any negligent, reckless, or intentional acts or omissions of NEWTON and NEWTON shall indemnify, defend, and hold STILLWATER harmless from all losses, injuries, or damage caused by the negligent, reckless, or intentional acts or omissions of NEWTON or any of its respective employees or independent contractors in rendering Animal Control services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against STILLWATER 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 STILLWATER, STILLWATER will defend the Agreement and STILLWATER 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. STILLWATER 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 STILLWATER'S approval of this Agreement naming NEWTON as an additional insured. NEWTON will cause STILLWATER 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 STILLWATER, NEWTON personnel shall receive subject matter and specific information from STILLWATER. In addition, the Municipal Attorney of STILLWATER shall provide legal advice, guidance and representation to NEWTON personnel on specific matters pertaining to STILLWATER, 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 STILLWATER 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 STILLWATER shall remit payment for all services rendered through the effective date of termination, and this Agreement shall be deemed NULL AND VOID and of no further force and effect.

13. OTHER CONTRACTS

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

14. CONFORMITY OF LOCAL ORDINANCES WITH THIS AGREEMENT

In cases where the terms and conditions of this Agreement are in conflict with the Local Ordinances of the STILLWATER, STILLWATER 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 STILLWATER

Lynda Knott, RMC
Municipal Clerk

Lisa Chammings
Mayor

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC
Municipal Clerk

John-Paul E. Couce
Mayor



TOWN OF NEWTON

RESOLUTION #290-2024

December 9, 2024 “Approval of the Execution of a Shared Services Agreement with Branchville Borough to Provide Animal Control Services for Calendar Year 2025”

WHEREAS, the Borough of Branchville (“Branchville”) 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 Branchville to provide the requested animal control services to Branchville; 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 Branchville to provide animal control services to Branchville 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, December 9, 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 Branchville Borough, a body politic, with offices located at 34 Wantage Avenue, Branchville, NJ 07826.

WITNESSETH:

The Town of Newton (hereinafter referred to as “NEWTON”) and the Branchville Borough (hereinafter referred to as “BRANCHVILLE”) and collectively referred to as the “Parties”) have agreed this ___ day of _____, 202__ 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) 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 BRANCHVILLE, if requested, with Animal Control services for an additional period of ninety (90) calendar days and BRANCHVILLE 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 BRANCHVILLE to furnish them with Animal Control Services.

2.2 RESPONSIBILITY

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

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

2.3 SUPERVISION AND DIRECTION OF STAFF

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

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

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

2.4 DESIGNATION AS OFFICIALS

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

3. ACTIVITIES

3.1 ANIMAL SHELTER FACILITIES

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

3.2 SERVICES TO BE PERFORMED

The ACO or their staff shall provide to BRANCHVILLE, 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 BRANCHVILLE.

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 BRANCHVILLE.

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 BRANCHVILLE.

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 BRANCHVILLE 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. BRANCHVILLE 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. Minimum attendance at one (1) BRANCHVILLE Borough governing body meeting per calendar year and as often as requested by the Governing Body, but in no event, no more than three (3) BRANCHVILLE Borough governing body meetings per calendar year, which shall be compensated by BRANCHVILLE.

J. The ACO will be available to organize and/or assist BRANCHVILLE 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, publicity, shall be borne by BRANCHVILLE.

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 BRANCHVILLE.

L. The ACO will be responsible to perform BRANCHVILLE'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, publicity shall be borne by the BRANCHVILLE.

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

BRANCHVILLE 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 BRANCHVILLE, 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 BRANCHVILLE BOROUGH

In consideration of this service, BRANCHVILLE shall pay NEWTON Three Thousand and Two Hundred (\$3,200.00) Dollars for the contract term specified herein.

5.2 QUARTERLY PAYMENTS BY BRANCHVILLE TO NEWTON

A. BRANCHVILLE 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 1, 2025 - \$800.00

April 1, 2025 - \$800.00

July 1, 2025 - \$800.00

October 1, 2025 - \$800.00

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

C. Failure by BRANCHVILLE to pay its quarterly contribution by the twentieth (20th) calendar day of the following month gives NEWTON the right to impose a five percent (5%) late penalty for that payment, as well as interest on the payment to accrue at the rate of five percent (5%) per annum.

6. GENERAL COOPERATION AND INTENT

A. It is the intention of the parties that the Animal Control activities within and on behalf of BRANCHVILLE 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 BRANCHVILLE to facilitate performance of the services listed in Section 3.2 above. In general, performance by NEWTON which meets the requirements of Animal Control activities and the general standards for performance of this Agreement.

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

7. APPLICABLE LAW

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

8. TERMINATION EVENTS

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

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

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

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

9. INDEMNIFICATION

BRANCHVILLE shall not be liable for any negligent, reckless, or intentional acts or omissions of NEWTON and NEWTON shall indemnify, defend, and hold BRANCHVILLE harmless from all losses, injuries, or damage caused by the negligent, reckless, or intentional acts or omissions of NEWTON or any of its respective employees or independent contractors in rendering Animal Control services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against BRANCHVILLE 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 BRANCHVILLE, BRANCHVILLE will defend the Agreement and BRANCHVILLE 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. BRANCHVILLE 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 BRANCHVILLE'S approval of this Agreement naming NEWTON as an additional insured. NEWTON will cause BRANCHVILLE 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 BRANCHVILLE, NEWTON personnel shall receive subject matter and specific information from BRANCHVILLE. In addition, the Municipal Attorney

of BRANCHVILLE shall provide legal advice, guidance and representation to NEWTON personnel on specific matters pertaining to BRANCHVILLE, 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 BRANCHVILLE 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 BRANCHVILLE shall remit payment for all services rendered through the effective date of termination, and this Agreement shall be deemed NULL AND VOID and of no further force and effect.

13. OTHER CONTRACTS

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

14. CONFORMITY OF LOCAL ORDINANCES WITH THIS AGREEMENT

In cases where the terms and conditions of this Agreement are in conflict with the Local Ordinances of the BRANCHVILLE, BRANCHVILLE 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:

BRANCHVILLE BOROUGH

Kate Leissler, RMC
Municipal Clerk

Anthony Frato
Mayor

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC
Municipal Clerk

John-Paul E. Couce
Mayor



TOWN OF NEWTON

RESOLUTION #291-2024

December 9, 2023 “Authorize the Mayor to Conduct Ceremonial Proceedings from January 1, 2025 through the January 15, 2025 Reorganization Meeting”

WHEREAS, N.J.S.A. 37:1-13 authorizes the Mayor, or the Deputy Mayor, when authorized by the Mayor, to conduct ceremonial proceedings; and

WHEREAS, there may be a need to conduct ceremonial proceedings between January 1, 2025 and the Town's reorganization meeting to be held at Noon on January 15, 2025; and

WHEREAS, the Mayor and Town Council wish to authorize the current Mayor John-Paul E. Couce to conduct said ceremonial proceedings during the aforementioned time period;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that it hereby authorizes the current Mayor John-Paul E. Couce, and the current Deputy Mayor Helen R. Le Frois (if authorized by the current Mayor), to continue to conduct ceremonial proceedings as authorized and permitted for the period of January 1, 2025 through the Town of Newton's formal annual reorganization meeting at Noon on January 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk

John-Paul E. Couce, Mayor
Town of Newton

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #292-2024

December 9, 2024 **“Authorizing the Sale of Brine Solution to Municipalities for Calendar Year 2025”**

WHEREAS, the Town of Newton has the equipment necessary to make a brine solution which is used on roadways in preparation for inclement weather; and

WHEREAS, in the past, other municipalities have purchased the brine solution from the Town of Newton; and

WHEREAS, the Newton Town Council desires to authorize the sale of brine solution to other municipalities to the extent it is available, subject to the terms and conditions of this Resolution; and

WHEREAS, the New Jersey Local Public Contracts Law authorizes the sale of items such as the brine solution to a local government agency in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-36(2), without the need for bids or public auctions;

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

1. The Town of Newton may sell to other municipalities brine solution to the extent the Town of Newton has the solution available.
2. The DPW Supervisor or his designee shall be responsible for monitoring the quantities of brine solution sold and provide the information to the Town of Newton CFO or his/her designee for invoicing purposes.
3. The sale price of the brine solution at the time of this Resolution is \$0.80 per gallon; however, the Town of Newton reserves the right to adjust the sale price in the event the costs to the Town of Newton increase during the term of this Resolution. Upon receipt of the invoice, the purchasing municipality shall submit a purchase order or voucher to the Town of Newton. Payment of the invoice is expected within thirty (30) days of the invoice date.
4. A copy of this Resolution shall be placed on file with the Municipal Clerk of the Town of Newton.
5. This Resolution shall take effect immediately and shall remain in effect January 1, 2025 through December 31, 2025, or as such time as the Town Council modifies or repeals 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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #293-2024

December 9, 2024 **“Appointment of Adam Vough as Municipal Representative to the Sussex County Solid Waste Advisory Committee for 2025”**

BE IT RESOLVED by the Town Council of the Town of Newton the Assistant Public Works Supervisor, Adam Vough, is hereby appointed as the municipality's representative to the Sussex County Solid Waste Advisory Committee (SWAC) to attend regular meetings of said Committee conducted on the second Tuesday evening of each month at 7:00pm (or as otherwise scheduled) at the Sussex County Administrative Center at One Spring Street, Newton, New Jersey; and

BE IT FURTHER RESOLVED, if required, the Assistant Public Works Supervisor or his designee, may also attend workshop meetings of the Sussex County Solid Waste Advisory Committee; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Chairman of the Sussex County SWAC.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #294-2024

December 9, 2024 **“Appointment of Michael Awertschenko as Municipal Representative to the Sussex County Water Quality Policy Advisory Committee for 2025”**

BE IT RESOLVED, by the Town Council of the Town of Newton that Licensed Water Operator, Michael Awertschenko, is hereby appointed as the municipality's representative to the Sussex County Water Quality Policy Advisory Committee for 2025 and will attend regular meetings of said Committee conducted on the first Thursday evening of each month at 7:30pm (or as otherwise scheduled) at the Sussex County Administrative Center on One Spring Street, Newton, New Jersey; and

BE IT FURTHER RESOLVED, that, if required, Newton's Licensed Water Operator or his designee may also attend workshop meetings of the Sussex County Water Quality Policy Advisory Committee; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Chairman of the Sussex Water Quality PAC.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #295-2024

December 9, 2024 "Designation of Public Agency Compliance Officer for Calendar Year 2025"

BE IT RESOLVED, by the Town Council of the Town of Newton that Thomas M. Ferry, Chief Municipal Financial Officer for the Town of Newton, is hereby designated as the Public Agency Compliance Officer for the Town of Newton for 2025; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the NJ Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity, as requested by said agency.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #296-2024

December 9, 2024 **“Designate the Town Manager as the National Organization on Disability Representative for Calendar Year 2025”**

WHEREAS, the Newton Town Manager has historically been appointed as the National Organization of Disability representative for the Town of Newton;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Newton Town Manager, Thomas S. Russo, Jr., is hereby appointed as the National Organization on Disability representative for the Town of Newton; and

BE IT FURTHER RESOLVED, that the Mayor of the Town of Newton and the Newton Town Manager are authorized to sign any documents that may be required by the National Organization on Disability to confirm this appointment.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #297-2024

December 9, 2024 **"Appointment of Keith Mitchell as Risk Management Consultant for the Town of Newton for Calendar Year 2025"**

WHEREAS, the Town of Newton (hereinafter "Local Unit") has joined the Statewide Insurance Fund (hereinafter "Fund"), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the "Fund;" and

WHEREAS, the Local Unit has complied with relevant law with regard to the appointment of a Risk Management Consultant; and

WHEREAS, the "Fund" has requested its members to appoint individuals or entities to that position;

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the "Local Unit," in the County of Sussex and State of New Jersey, as follows:

1. The Town of Newton hereby appoints Keith Mitchell as its local Risk Management Consultant.
2. The Newton Town Manager, Newton Municipal Clerk, and Risk Management Consultant, and any other appropriate "Local Unit" officials, are hereby authorized to execute the Risk Management Consultant's Agreement for the year 2025 in the form attached hereto.

Name of Entity: Town of Newton

Attest:

Teresa A. Oswin, Municipal Clerk

John-Paul E. Couce, Mayor

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

STATEWIDE INSURANCE FUND

RISK MANAGEMENT CONSULTANT'S AGREEMENT

2025 Fund Year

THIS AGREEMENT entered into this ____ 1st ____ day of ____ January ____ 2025, among the Statewide Insurance Fund ("FUND"), a joint insurance fund of the State of New Jersey, _____ Town of Newton _____ ("MEMBER") and _____ Keith Mitchell of Acrisure _____ ("RISK MANAGEMENT CONSULTANT") through a fair and open process, pursuant to N.J.S.A.19:44A-20.4.

WHEREAS, the CONSULTANT has offered to the MEMBER professional risk management consulting services as required by the Bylaws of the FUND; and

WHEREAS, the CONSULTANT has advised the FUND that he/she is familiar with the terms, conditions, and operations of the FUND; and

WHEREAS, the MEMBER desires these professional services from the CONSULTANT; and

WHEREAS, the MEMBER has complied with relevant law in regard to the appointment of a Risk Management Consultant; and

WHEREAS, the Bylaws of the FUND require that members engage a CONSULTANT and that the CONSULTANT comply with certain requirements set forth therein;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - (a) assist in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
 - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
 - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
 - (d) explain to the MEMBER, or its representatives the operation of the FUND.

- (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
- (f) review the MEMBER'S assessment and assist in the preparation of the MEMBER'S insurance budget.
- (g) review losses and engineering reports and provide assistance to the MEMBER'S safety committee, if required.
- (h) assist in the claim settlement process, if required, by MEMBER or FUND.
- (i) attend the majority of meetings of the Fund Commissioners or Executive Committee, if requested, and perform such other services as required by the MEMBER or the FUND.
- (j) comply with the obligations imposed upon Risk Managers in the FUND'S Bylaws.
- (k) act in good faith and fair dealing to the FUND.
- (l) perform other duties for the FUND as may be required from time to time by the FUND.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- (a) The CONSULTANT shall be paid by the FUND, on behalf of the MEMBER, a fee as compensation for services rendered. Said fee, an apportionment of the MEMBER'S assessment: 6% of workers' compensation (excluding any fees, PLIGA, and loss ratio apportionment); 7.5% of non WC assessment (excluding any fees, PLIGA, and loss ratio apportionment);
- (b) The CONSULTANT shall be entitled to compensation for services provided during any calendar year only if the CONSULTANT has been appointed and holds the position of Risk Management Consultant, as of January 31 of the said calendar year for counties and municipalities holding general elections and July 30 for municipalities holding regular elections.
- (c) For any insurance coverages authorized by the MEMBER to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND'S assessment in computing the fee set forth in 2(a).

(d) If the MEMBER shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MEMBER a fee at a rate to be negotiated by the parties.

1. The term of this Agreement shall be from **January 1, 2025** to **January 1, 2026**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.
2. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.
3. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation establishing compliance within seven (7) days of this Agreement.

ATTEST:

Member Representative

ATTEST:

Risk Management Consultant Corporate Officer

ATTEST:

Statewide Insurance Fund Chairperson

**EXHIBIT A
STATEWIDE INSURANCE FUND**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Statewide Insurance Fund, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Statewide Insurance Fund during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____
Risk Management Consultant

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____



TOWN OF NEWTON

RESOLUTION #298-2024

December 9, 2024

"Appointment of Fund Commissioner for the Statewide Insurance Fund for Calendar Year 2025"

WHEREAS, the Town of Newton (hereinafter "Local Unit") is a member of the Statewide Insurance Fund (hereinafter "Fund"), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Fund's Bylaws require participating members to appoint a Fund Commissioner;

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Town of Newton that Thomas S. Russo, Jr. is hereby appointed as the Fund Commissioner for the Local Unit for the year 2025; and

BE IT FURTHER RESOLVED, Jennifer A. Dodd is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the year 2025; and

BE IT FURTHER RESOLVED, the Local Unit's Fund Commissioner is authorized and directed to execute all such documents as required by the Fund.

Name of Entity: Town of Newton

By: _____
John-Paul E. Couce, Mayor

ATTEST:

Teresa A. Oswin, Municipal Clerk

This Resolution agreed to the 9th day of December, 2024 by a vote of:

___ Affirmative ___ Abstain ___ Negative ___ Absent

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #299-2024

December 9, 2024 **“Authorizing Award of a Municipal Prosecutor in a Fair and Open Manner”**

WHEREAS, a need exists for the hiring of a Municipal Prosecutor for calendar year 2025 as a professional service in accordance with N.J.S.A. 40A:11-5; and

WHEREAS, the Town advertised and received proposals in a fair and open manner consistent with N.J.S.A. 19:44A-20.5 and N.J.S.A. 40A:11-1 et. Seq.; and

WHEREAS, the Town received one (1) RFP response from Law Offices of Chirag D. Mehta, LLC on October 2, 2024, in a fair and open manner, in the amount of \$31,000.00 per year; and

WHEREAS, the Newton Chief Financial Officer certifies funding will be available in the 2025 Municipal Current Budget;

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

1. That the Town Council of the Town of Newton hereby awards Chirag D. Mehta, Esq. of the Law Offices of Chirag D. Mehta LLC, the position of Municipal Prosecutor for the Town of Newton for calendar year 2025 in amount of \$31,000.00 per year.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at the regular meeting of said Governing Body conducted on Monday, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON
AGREEMENT
FOR PROFESSIONAL SERVICES

MUNICIPAL PROSECUTOR

WHEREAS, there exists a need for a Municipal Prosecutor to be appointed to represent the Town of Newton, Green Township, and Fredon Township through the shared court services agreement with respect to municipal matters, for calendar year 2025; and

WHEREAS, Chirag D. Mehta, Esq., has indicated that all such services will be rendered to the Town of Newton for the 2025 calendar year in the amount of \$31,000.00, which the Newton Town Council deems fair and equitable for said professional services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for “professional services”, and the contracts themselves, must be available for public inspection; and

WHEREAS, this contract is being awarded pursuant to a “fair and open” process in accordance with the tenets of N.J.S.A. 19:44A-20.4 et. Seq.; and

WHEREAS, Mr. Mehta agrees to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and agrees to comply with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(a) of said Regulations; and

WHEREAS, the Town and Mr. Mehta agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time to time and agree to comply with the terms, provisions and obligations of said section 5.3; and

WHEREAS, the Town of Newton has provided funds in the 2025 Municipal Budget for expenditures pertaining to said court matters, and the funds have been certified as being available by the Newton Chief Financial Officer;

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

1) The Mayor and Clerk of the Town of Newton are hereby authorized and directed to execute a duplicate of this Resolution which shall act as the authorization and agreement between the Town of Newton and Chirag D. Mehta, Esq., providing for his retention as Municipal Prosecutor for the Town of Newton for calendar year 2025.

2) The services to be rendered by Mr. Mehta shall be at a rate of \$31,000.00 annually, as Municipal Prosecutor for the Town of Newton, Green Township, and Fredon Township through the shared court services agreement. Separate agreements with payment terms for Mr. Mehta’s work for Green Township and Fredon Township will be signed by the Newton Town Manager on behalf of the Town of Newton.

3) This contract is awarded as a fair and open procurement as a “professional service” in accordance with N.J.S.A. 40A:11-1(1) (a) of the Local Public Contracts Law, because Mr. Mehta is a licensed attorney of the State of New Jersey and, as such, is duly qualified as a professional to carry out the subject services which are expressly exempt from the Local Public Contracts bidding requirements.

4) Notice of this action shall be published once in the *New Jersey Herald*.

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC, Municipal Clerk

John-Paul E. Couce, Mayor

I hereby acknowledge executing this duplicate Resolution and agree to be bound by its terms, covenants, and conditions for the year 2025.

Date: _____

Chirag D. Mehta, Esq.



TOWN OF NEWTON

RESOLUTION #300-2024

December 9, 2024 **“Appointment of James Pomaco, Esq., as the Town of Newton's Alternate Municipal Prosecutor for Calendar Year 2025”**

WHEREAS, Chirag D. Mehta, Esq., serving as the Town of Newton's Municipal Prosecutor for calendar year 2025, has indicated an Alternate Municipal Prosecutor may be needed occasionally by the Town of Newton during calendar year 2025; and

WHEREAS, James Pomaco, Esq., has expressed an interest in serving as Newton's Alternate Municipal Prosecutor; and

WHEREAS, compensation of said services and supervision will be the sole responsibility of Chirag D. Mehta, Esq. when an Alternate Municipal Prosecutor is utilized in his absence; and

WHEREAS, legal services are a professional service as defined by the Local Public Contracts Law and are, therefore, exempt from public bidding requirements in accordance with N.J.A.C. 40A:11-5(1)(a)(i);

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, that we hereby appoint James Pomaco, Esq., as the Town of Newton's Alternate Municipal Prosecutor for the calendar year 2025; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to James Pomaco, Esq., Chirag D. Mehta, Esq., Carolyn Murray, Acting Sussex County Prosecutor, and the Town of Newton Municipal Judge, the Hon. Michael A. Carlucci.

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, December 9, 2024.

Teresa A. Oşwin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #301-2024

December 9, 2024 **"Appointment of John Grey, Esq., as the Town of Newton's Alternate Public Defender for Calendar Year 2025"**

WHEREAS, Orlando R. Rodriguez, Esq., serving as the Town of Newton's Public Defender in calendar year 2025, has indicated an Alternate Public Defender may be needed occasionally by the Town of Newton during calendar year 2025; and

WHEREAS, John Grey, Esq., has expressed an interest in serving as Newton's Alternate Public Defender; and

WHEREAS, compensation of said services and supervision will be the sole responsibility of Orlando R. Rodriguez, Esq. when an Alternate Public Defender is utilized in his absence; and

WHEREAS, legal services are a professional service as defined by the Local Public Contracts Law and are, therefore, exempt from public bidding requirements in accordance with N.J.A.C. 40A:11-5(1)(a)(i);

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, that we hereby appoint John Grey, Esq., as the Town of Newton's Alternate Public Defender for the calendar year 2025; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to John Grey, Esq., Orlando R. Rodriguez, Esq., Carolyn Murray, Acting Sussex County Prosecutor, and the Town of Newton Municipal Judge, the Hon. Michael A. Carlucci.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #302-2024

December 9, 2024

**"Designating Deputy Custodian of
Public Records"**

WHEREAS, the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. provides public access to local government records; and

WHEREAS, the Open Public Records Act further provides that in municipal government the Municipal Clerk shall be the custodian of records; and

WHEREAS, many public officials, officers, or employees have an inherent record-keeping duty and responsibility in maintaining specific types of local government records; and

WHEREAS, the Open Public Records Act allows the Municipal Clerk to name deputy custodians of records to assist in the handling of, and responsibility for, public records;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Newton that in order to facilitate speedy citizen access, efficiency in administration, and compliance with government record access law, and with the concurrence of the Newton Municipal Clerk, the ***Lieutenant of the Operations Division in the Police Department*** is hereby designated to serve as Deputy Custodian of Public Records in the performance of their duties and responsibilities pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. in relation to matters involving the Town of Newton Police Department.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #303-2024

December 9, 2024 “Resolution Rejecting All Proposals for Phase 2 Sanitary Sewer Rehabilitation Rebid”

WHEREAS, the Town of Newton received proposals for Phase 2 Sanitary Sewer Rehabilitation Rebid, on December 3, 2024; and

WHEREAS, the Town received one (1) bid response from Montana Construction Corp. in the amount of \$1,244,000.00; 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, County of Sussex, State of New Jersey, that the bid submitted by Montana Construction Corp., in the amount of \$1,244,000.00, is hereby rejected 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 a regular meeting of said Governing Body conducted on Monday, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #304-2024

December 9, 2024 “Resolution Authorizing Negotiations for
Phase 2 Sanitary Sewer Rehabilitation in
Accordance with N.J.S.A. 40A:11-5(3)”

WHEREAS, the Town of Newton has gone to public bid two (2) times for the Phase 2 Sanitary Sewer Rehabilitation; and

WHEREAS, the Town duly advertised for bids and bids were to be opened on October 29, 2024, where no bids were received, and December 3, 2024 where the lowest bid substantially exceeded budget estimates; and

WHEREAS, the New Jersey State Local Public Contracts Law (40A:11-5(3)) allows for negotiations subsequent to two (2) rejected or non-received bids;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, Sussex County, that the recommendation is hereby accepted, and the Newton Town Manager, Newton Chief Financial Officer, Design Engineer, and Qualified Purchasing Agent are authorized to enter into negotiations with contractors under the provisions of N.J.S.A. 40A:11-5(3) which correspond to available funding.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #305-2024

December 9, 2024 "Authorize Remittance (Cancellation) of 2024 Taxes; Block 4.02, Lot 20"

WHEREAS, the Municipal Tax Assessor has indicated that during the remapping of the Town Block 4.02, Lot 20 also known as High Street Rear and assessed to "Unknown Owner" represents a "void" in the tax map; and

WHEREAS, this property currently has unpaid taxes for the year 2024 for the total amount of \$27.27; and

WHEREAS, the Tax Collector has determined that the taxes in the amount of \$27.27 for the tax year 2024 are uncollectible and are unable to be sold in the annual tax sale and the amount must be remitted (cancelled);

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges the taxes for the year 2024 are uncollectible and must be remitted (cancelled); and

BE IT FURTHER RESOLVED, the Tax Collector be authorized to remit (cancel) taxes for the year 2024 in the total amount of \$27.27 for Block 4.02, Lot 20.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

**RESOLUTION #306-2024 AND AGREEMENT
FOR PROFESSIONAL SERVICES**

MUNICIPAL COURT JUDGE

WHEREAS, there exists a need for a Municipal Court Judge to be appointed to represent the Town of Newton, Green Township, and Fredon Township through the shared court services agreement with respect to municipal matters, for calendar years 2025 and 2026; and

WHEREAS, the Town of Newton has provided funds in the Municipal Budget for expenditures pertaining to said court matters, and the funds have been certified as being available by the Newton Chief Financial Officer; and

WHEREAS, Michael A. Carlucci, Esq., has indicated all such services will be rendered to the Town of Newton for the 2025 and 2026 calendar years, which the Newton Town Council deems fair and equitable for said professional services the fees set forth below:

	<u>2025</u>	<u>2026</u>
Newton	\$40,205.00	\$41,009.00
Green Township & Fredon Township	Separate Agreement	Separate Agreement

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for “professional services” without competitive bids, and the contracts themselves, must be available for public inspection; and

WHEREAS, Mr. Carlucci agrees to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and agrees to comply with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(a) of said Regulations; and

WHEREAS, the Town and Mr. Carlucci agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time to time and agree to comply with the terms, provisions, and obligations of said section 5.3;

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

1) The Mayor and Clerk of the Town of Newton are hereby authorized and directed to execute a duplicate of this Resolution which shall act as the authorization and agreement between the Town of Newton and Michael A. Carlucci, Esq., providing for his retention as Municipal Court Judge for the Town of Newton for calendar years 2025 and 2026.

2) The services to be rendered by Mr. Carlucci shall be on a yearly basis, as sought by the Town of Newton, Green Township, and Fredon Township. Separate agreements with payment terms for Mr. Carlucci’s work for Green Township and Fredon Township will be signed by the Newton Town Manager on behalf of the Town of Newton.

3) This contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A:11-1(1) (a) of the Local Public Contracts Law, because Mr. Carlucci is a licensed attorney of the State of New Jersey and, as such, is duly qualified as a professional to carry out the subject services which are expressly exempt from the Local Public Contracts bidding requirements.

4) Political Contribution Disclosure. This contract has been awarded to Michael A. Carlucci, Esq., based on the merits and abilities of Mr. Carlucci to provide the goods or services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44-20.4 et seq. As such, the undersigned does hereby attest that he and all those who control in excess of 10% of the law firm in which he is a member has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A., 19:44a-8 or 19:44a-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Town of Newton, County of Sussex if a member of that political party is serving an elective public office of that Town when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Town when the contract is awarded.

5) Notice of this action shall be published once in the *New Jersey Herald*.

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC, Municipal Clerk

John-Paul E. Couce, Mayor

I hereby acknowledge executing this duplicate Resolution and agree to be bound by its terms, covenants, and conditions for the years 2025 & 2026.

Date: _____

Michael A. Carlucci, Esq.



TOWN OF NEWTON

RESOLUTION #307-2024

December 9, 2024 "Authorizing the Execution of a Treatment Works Permit Application"

WHEREAS, in conjunction with the Merriam Avenue/Sussex Street Pump Station "Consolidated Pump Station" project, the Town of Newton is required to submit a Treatment Works Approval Permit Application (TWA) to the New Jersey State Department of Environmental Protection ("NJDEP"); and

WHEREAS, said TWA will be completed by Paulus, Sokolowski and Sartor, LLC (PS&S); and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) requires a Resolution from the Town of Newton authorizing the execution and submission of the TWA;

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

1. The TWA for the Merriam Avenue/Sussex Street Pump Station "Consolidated Pump Station" project and the submission of the completed TWA for said project is adopted, authorized, approved, and ratified by the Mayor and Town Council.
2. The Newton Town Manager is hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution.

Teresa A. Oswin, RMC
Municipal Clerk

John-Paul E. Couce, Mayor
Town of Newton

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at the regular meeting of said Governing Body conducted on Monday, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #308-2024

December 9, 2024 **“Approval Extension of Contract Russell Reid Waste Hauling and Disposal Service Co., Inc Bid 13R-2022 Sludge Hauling”**

WHEREAS, there is a need for sludge hauling services in the Town of Newton; and

WHEREAS, the Town of Newton approved through Resolution #50-2023, a two (2) year contract award to Russell Reid Waste Hauling and Disposal Service Co., Inc.; and

WHEREAS, the New Jersey Local Public Contracts Law at N.J.S.A. 40A:11-15 allows for two (2), one (1) year extensions to bid contracts, or one (1), two (2) year extension to bid contracts; and

WHEREAS, it is the desire of the Town to extend the bid contract awarded through Resolution #50-2023 for an additional two (2) years under the tenets as found within Bid 13R-2022; and

WHEREAS, subject to approval of future budgets by the Governing Body of the Town of Newton, the Newton Chief Financial Officer certifies funding will be available;

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:

Russell Reid Waste Hauling and Disposal Service Co., Inc is authorized to enter a two (2) year contract extension from the date of this authorization to provide for sludge hauling services in accordance with the auspices as contractually set forth within Bid 13R-2022.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #309-2024

December 9, 2024 **“Resolution Amending Professional Engineering Services Agreement with Suburban Consulting Engineers, Inc. for Water and Sewer Project Consulting Services”**

WHEREAS, the Town of Newton has previously awarded a contract for Professional Engineering Services to Suburban Consulting Engineers, Inc., with a principal place of business located at 96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836 (hereinafter referred to as "SCE") with respect to engineering services; and

WHEREAS, A Contract Amendment is required to amend the SCE professional services contract with the Town to include Water and Sewer Project Consulting Services including Consulting with the Newton Chief Municipal Finance Officer regarding I-BANK requirements, which were not part of the scope of services for the original contract, for a total additional services not to exceed \$10,000.00; and

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

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 Town hereby authorizes the execution of a Contract Amendment dated December 9, 2024, with Suburban Consulting Engineers, Inc., for the total amount not to exceed \$10,000.00, which said Contract Amendment is incorporated herein by reference as if same was fully set forth; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to the Town of Newton Chief Financial Officer, Town of Newton Engineer, and to Suburban Consulting Engineers, Inc.

Teresa A. Oswin, RMC
Municipal Clerk

John-Paul E. Couce, Mayor
Town of Newton

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 9, 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 # 309-2024

APPROVING: Suburban Consulting Engineers

FOR THE PURPOSE OF: Water and Sewer Project Consulting Services

IN THE AMOUNT OF: Not to exceed \$10,000.00

APPROPRIATED BY:

Water/Sewer Bond Ordinance 2023-11

DATED: THIS 9th Day of December 2024

BY  _____

THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #310-2024

December 9, 2024 "Approve 2024 Appropriation Transfers"

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

CURRENT FUND 2024 BUDGET:

ACCOUNT	TO AMOUNT	ACCOUNT	FROM AMOUNT
Town Council – Other Expenses	\$200.00	Engineering – Other Expenses	\$12,200.00
Road Repair & Maintenance – Other Expenses	\$1,000.00		
Road Repair & Maintenance – Salaries and Wages	\$11,000.00		
TOTAL	\$12,200.00	TOTAL	\$12,200.00

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #311-2024

December 9, 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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 12/09/2024 For bills from 11/26/2024 to 12/06/2024

Check#	Vendor	Description	Payment	Check Total
12060	2939 - AA FENCE CO., INC.	PO 66574 Roller Hockey Parts/ Fencing	75.00	75.00
12061	4897 - ABBEY GLEN	PO 66777 ACO ANIMAL CREMATION	430.00	430.00
12062	4834 - ACE SERVICE GROUP	PO 66787 Generator Leak at Morris Lake	370.00	370.00
12063	1846 - ADVANCE AUTO PARTS	PO 66374 B: Auto Supplies #6271030269	2,703.64	
		PO 66374 B: Auto Supplies #6271030269	63.21	
		PO 66775 PD CAR 11 REPAIR	161.71	2,928.56
12064	3006 - AG CHOICE, LLC.	PO 66636 B: Leaf Pickup Fall 2024	735.00	735.00
12065	2592 - AG PIZZA INC.	PO 66745 2024 Holiday Luncheon	120.00	120.00
12066	921 - AIRGAS USA, LLC	PO 66668 Leasing Agreement/Cylinder (10) ACCT #2	462.50	462.50
12067	3753 - ALCOCK KATHERINE	PO 66749 Notary Renewal	30.00	30.00
12068	4432 - ALLEGIANCE TRUCKS LLC	PO 66667 Vehicle Repairs Truck #10	485.02	485.02
12069	3897 - AMAZON CAPITAL SERVICES	PO 65027 B: PD/DISPATCH SUPPLIES PARTICIPATING AG	1,319.80	
		PO 66451 Office Spls/ Mech Main	82.02	
		PO 66451 Office Spls/ Mech Main	872.02	
		PO 66705 Wreath Clamps for Town Decor	525.60	
		PO 66718 OFFICE SUPPLIES FOR TAX/UTILITY OFFICE	59.99	2,859.43
12070	3897 - AMAZON CAPITAL SERVICES	PO 66725 Candy/Decorations - Senior Shuttle (Trun	131.53	
		PO 66730 PD SUPPLIES	1,089.12	
		PO 66753 Server Cooling Rack - FH 1	138.00	
		PO 66754 PD SUPPLIES/EQ	443.26	
		PO 66761 Office supplies	9.44	
		PO 66761 Office supplies	17.54	1,828.89
12071	3897 - AMAZON CAPITAL SERVICES	PO 66799 MANAGER OFFICE SUPP'S	107.83	
		PO 66800 ENGRAVED PLATE P/Z	23.13	130.96
12072	4473 - APP COLONY INC.dba MAKESHIFT	PO 65556 B: Scheduling & Time managing app for st	283.08	
		PO 65556 B: Scheduling & Time managing app for st	287.00	570.08
12073	4744 - APPRAISAL SYSTEMS INC.	PO 65999 2025 REASSESSMENT	10,000.00	10,000.00
12074	3793 - ATLANTIC PLUMBING SUPPLY INC.	PO 66707 Manhole Frames and Covers	1,756.00	1,756.00
12075	2757 - ATLANTIC TACTICAL INC.	PO 66382 BODY ARMOR VESTS QUOTE #4316528000114224	938.00	
		PO 66382 BODY ARMOR VESTS QUOTE #4316528000114224	394.80	1,332.80
12076	4662 - BELLIS JUSTIN	PO 66755 COURSE FEE REIMBURSEMENT	118.67	118.67
12077	2429 - BLACK LAGOON INC.	PO 66502 2024 - 2025 POND MAINT Summit Pond Fall/	100.00	100.00
12078	3355 - BRAEN STONE SPARTA	PO 66806 Mason Avenue Water Main Project /Ord #20	4,631.76	4,631.76
12079	300 - BRIGHTSPEED	PO 65084 B: ALARM CIRCUITS A/C #309485585 HIGH ST	125.85	125.85
12080	3893 - CAMPBELL SUPPLY OF SUSSEX CTY LLC	PO 66774 Fuel Cap	68.99	68.99
12081	3015 - CAPITOL SUPPLY CONST PRODUCTS, INC.	PO 64086 Stock Parts for Water Distribution/ Repl	731.01	731.01
12082	4706 - CARLUCCI, MICHAEL	PO 64923 B: MUNICIPAL JUDGE COVERAGE (N =\$39,417	3,707.30	3,707.30
12083	3770 - CINTAS	PO 65075 B: FIRST AID SUPPLIES DPW/WS/TH Jan - De	264.22	
		PO 65076 B: Water Filtration/Cooler/Cleaning (J-D	135.00	
		PO 65076 B: Water Filtration/Cooler/Cleaning (J-D	45.00	444.22
12084	4147 - CONVERGINT TECHNOLOGIES, LLC.	PO 66481 HARD DRIVE	1,420.32	1,420.32
12085	1632 - COOPER ELECTRIC SUPPLY CO.	PO 66664 STREET LIGHT REPAIRS ACCT #25779	102.84	102.84
12086	155 - COYNE CHEMICAL CORP., INC.	PO 65288 B: Liq Hydroflusilic Acid (\$9500.00 @ \$7	850.84	
		PO 65385 B: CP-837 ZINC @ \$1.8344/lb - Jan 1, 202	1,986.12	
		PO 65392 B: Sodium Bisulfite 38% @ \$.5833/lb - Ja	1,049.94	3,886.90
12087	4827 - CTS LANGUAGE LINK	PO 66743 Interpretation Services	42.51	
		PO 66744 Interpretation Services	9.63	
		PO 66756 PD LANGUAGE SERVICES ACCT ID#32179	26.46	78.60
12088	3389 - CUSTOM BANDAG INC.	PO 66724 PD TIRES ESTIMATE #14620	1,216.00	1,216.00
12089	4873 - DENTCO	PO 66421 PD VEHICLE DENT REPAIR	530.96	530.96
12090	2386 - DOMINICK'S PIZZA LLC	PO 66817 Holiday dinner for LUB meeting	290.00	290.00
12091	2386 - DOMINICK'S PIZZA LLC	PO 66818 Holiday dinner for HPC meeting	165.00	165.00
12092	2136 - DRÄGER, INC.	PO 66273 SIMULATOR CERTIFICATION CUST#150046892	194.50	194.50
12093	419 - DUKE'S ROOT SERVICE, INC.	PO 66663 ROOT CONTROL - Razor Rooter II - Hydro E	7,385.12	7,385.12
12094	106 - ELIZABETHTOWN GAS	PO 64957 B: NATURAL GAS	484.27	484.27
12095	4775 - ENGIE POWER & GAS LLC #411330	PO 65993 B: NATURAL GAS	2,406.05	
		PO 65993 B: NATURAL GAS	915.21	3,321.26
12096	225 - FEDERAL EXPRESS	PO 64982 B: EXPRESS MAILINGS acct #1344-0525-2	18.77	18.77
12097	2525 - FIREFIGHTER ONE, LLC.	PO 66742 HOOKS	257.40	257.40
12098	4635 - FRANKLIN SUSSEX AUTO MALL, INC.	PO 66771 Truck/ Check Eng Light CUST #303703	81.63	81.63
12099	3318 - FREDON ANIMAL HOSPITAL	PO 66740 VETERINARY SERVICES	127.25	127.25

List of Bills - CLEARING/CLAIMS

Meeting Date: 12/09/2024 For bills from 11/26/2024 to 12/06/2024

Check#	Vendor	Description	Payment	Check Total
12100	4724 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 64958 B: ADVERTISING ACCT #704136	133.98	
		PO 64958 B: ADVERTISING ACCT #704136	247.75	
		PO 64958 B: ADVERTISING ACCT #704136	62.93	444.66
12101	200 - GARDEN STATE LABORATORIES INC	PO 66807 WASTE & DRINKING WATER ANALYSIS Oct 2024	5,024.00	
		PO 66808 WASTE & DRINKING WATER ANALYSIS Sept 202	1,838.00	
		PO 66809 WASTE & DRINKING WATER ANALYSIS Aug 2024	2,143.00	9,005.00
12102	4540 - GINA MARIA JONES	PO 66746 Senior Lunch entertainment 2 hour	200.00	200.00
12103	4506 - GLENN C KIENZ	PO 64929 B: 2024 PLANNING BOARD ATTORNEY (800/MNT	800.00	800.00
12104	4398 - GLOBAL RECYCLING SOLUTIONS LLC	PO 65080 B: Recycling Collection: Jan to Dec 2024	1,149.41	1,149.41
12105	789 - GNCC	PO 66728 2024 Awards Reception	918.00	
		PO 66728 2024 Awards Reception	42.00	960.00
12106	2978 - GRAINGER, INC.	PO 66661 RECYCLING Container/ Storage	833.40	833.40
12107	2313 - GRAVITY DESIGN WORKS, INC.	PO 66610 Signage for Town Hall - Front of buildin	1,175.00	1,175.00
12108	3804 - HAYDEE BALLESTER	PO 64928 B: COURT TRANSLATION	150.00	150.00
12109	230 - HAYEK'S MARKET INC.	PO 66821 Budget Meeting - Lunch	40.21	40.21
12110	4337 - HFE SERVICES LLC	PO 65001 B: COMPUTER TECH IT SVC'S (NOT TO EXC	1,319.20	
		PO 65001 B: COMPUTER TECH IT SVC'S (NOT TO EXC	1,270.00	
		PO 66669 COURT COMPUTER	1,350.00	
		PO 66741 Lapel Microphone System for Hybrid Court	155.00	
		PO 66822 FIRE #1 TV'S & MOUNTS	3,602.00	7,696.20
12111	4679 - HOLMES JAMES	PO 66796 Bingo for senior lunch	75.00	75.00
12112	4679 - HOLMES JAMES	PO 66797 Bingo for senior lunch	75.00	75.00
12113	1866 - HOME DEPOT, INC.	PO 65874 B: NPd PURCHASES	207.88	207.88
12114	1345 - IACP - MEMBERSHIP	PO 66737 MEMBERSHIP - CHIEF OF POLICE	190.00	190.00
12115	69 - INST FOR FORENSIC PSYCHOLOGY, INC.	PO 66739 PSYC EVAL FOR CANDIDATE	550.00	550.00
12116	332 - J & D SALES & SERVICE,LLC.	PO 65024 WATER RECYLC MAINT RENEW 1/2024 - 12/202	250.00	250.00
12117	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 66768 NPP -JULY	217.50	217.50
12118	1271 - JCI JONES CHEMICALS, INC	PO 65182 B: LIQUID CHLORINE/GAS (\$350 PER Cyl @15	2,477.97	
		PO 65184 B:Liq Gas Sulfer Dioxide (\$17,000 @ \$1.6	1,215.00	3,692.97
12119	113 - JCP&L	PO 64955 B: ELECTRIC	30,196.74	
		PO 64955 B: ELECTRIC	7,413.36	
		PO 65138 B: EV CHARGING STATION	1,208.58	38,818.68
12120	3067 - JERSEY SHIRTS & DESIGNS	PO 66597 ACO SWEATSHIRTS	410.00	410.00
12121	3772 - JK HVAC SERVICE, LLC.	PO 66770 Townhall Rpr Heating System/ Tax Office	316.00	
		PO 66805 Townhall Rpr / Furnace Room	590.31	906.31
12122	2569 - KIEFFER ELECTRIC, INC.	PO 66658 Merriam Pump Station/ Rpr/ Pump Defect	1,220.26	
		PO 66804 WTP/ Rpr light fixrures	879.55	2,099.81
12123	3711 - KKPR MARKETING & PUBLIC RELATIONS,	PO 66823 RACK CARD FOR COMMUNITY EVENTS	1,000.00	1,000.00
12124	266 - LAFAYETTE AUTO PARTS	PO 66769 Equip Main/Couplings	332.84	332.84
12125	4658 - LAW OFFICE OF ORLANDO R RODRIGUEZ, LLC.	PO 65870 B: 2024 PUBLIC DEFENDER (JULY-DEC) 1/2 Y	1,333.55	1,333.55
12126	4356 - LENOVO	PO 66695 THINKSTATION WORK/DOCKING STATION Q#4647	3,010.99	3,010.99
12127	2848 - LEYMAN ROY	PO 65747 BOOT ALLOWANCE 2024 Contractual	275.00	275.00
12128	2300 - LOWE'S , INC.	PO 66763 Roller Hockey Supply List	373.59	373.59
12129	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 65285 B:Liq Sodium Carbon. 15% (\$123,300 @ \$1.	5,069.00	
		PO 65286 B: Liq Sodium Hydroxide (\$23,540. @ \$4.2	2,354.00	
		PO 65287 B: Liq Sodium Hypochlorite (\$29,250 @ \$3	2,145.00	9,568.00
12130	3308 - MASON-WILLIAMS, KIMBERLY	PO 66792 MILEAGE FOR 2024	211.72	
		PO 66792 MILEAGE FOR 2024	98.44	310.16
12131	1141 - MCGUIRE, INC.	PO 66329 OIL CHANGE PD VEHICLE	89.70	89.70
12132	62 - MGL FORMS - SYSTEMS, LLC.	PO 66731 WATER/SEWER BILLS AND ENVELOPES FOR TWO	728.00	728.00
12133	4877 - MI RANCHO MEXICAN STEAK HOUSE	PO 66626 Holiday Luncheon	630.00	
		PO 66626 Holiday Luncheon	1,170.00	1,800.00
12134	4381 - MID-AMERICAN ELEVATOR CO., INC.	PO 65098 B: ELEVATOR MAINT (TH & POLICE) Jan - De	1,030.00	1,030.00
12135	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 66811 Roller Hockey Spls/	4,315.73	4,315.73
12136	4334 - NAME BADGES, INC.	PO 66812 Name badges - Rec Comm and Mayor	48.28	48.28
12137	3847 - NAPA	PO 66723 PD VEHICLE BRAKES	1,445.44	
		PO 66781 PD CAR #3	157.85	1,603.29
12138	170 - NEWTON BOARD OF EDUCATION	PO 65940 SCHOOL TAX (JULY-DEC) 2024 -	1,155,371.40	1,155,371.40
12139	4154 - NEWTON HIGH SCHOOL	PO 66736 FFA - Florals for Senior Lunch	115.00	115.00
12140	2456 - NIELSEN FORD	PO 66657 Lamp Assembly/ Rear Light/ Truck Parts C	247.46	247.46
12141	4655 - NISIVOCCIA LLP	PO 64326 B: MUNICIPAL AUDITOR client #10165R001	5,800.00	
		PO 64326 B: MUNICIPAL AUDITOR client #10165R001	6,950.00	12,750.00

List of Bills - CLEARING/CLAIMS

Meeting Date: 12/09/2024 For bills from 11/26/2024 to 12/06/2024

Check#	Vendor	Description	Payment	Check Total
12142	4383 - OPTIMUM	PO 64956 B: DIGITAL CONVERTERS & DTA'S	79.85	79.85
12143	1751 - OSWIN TERESA ANN	PO 66757 Candy for Holiday Parade	26.48	26.48
12144	4220 - Peter Bond	PO 66794 SANTA FOR TREE LIGHTING 12/6/2024	300.00	300.00
12145	4204 - PLANET NETWORKS INC.	PO 64951 B: PHONE SYSTEM HOSTING/INTERNET/LICENSE	2,776.05	
		PO 65049 B: Internet Access: Jan - Dec 2024- DPW	299.90	
		PO 65050 B: Internet Access: Jan - Dec 2024- Wate	1,209.80	
		PO 65051 B: Internet Access: Jan - Dec 2024 Summi	99.95	4,385.70
12146	39 - QUILL CORPORATION	PO 64973 B: NPD OFFICE SUPPLIES	71.98	
		PO 64973 B: NPD OFFICE SUPPLIES	122.19	
		PO 64973 B: NPD OFFICE SUPPLIES	98.81	292.98
12147	1250 - RAFTERY, VIRGINIA	PO 66732 REIMB VEHICLE USE FOR LEAGUE	250.51	250.51
12148	4203 - RAPID PUMP	PO 65964 First Stage Check Valves	64,175.00	
		PO 66150 Program/ Install Clinber Screen/ WTP	5,869.60	70,044.60
12149	4425 - Reliance Standard Life Insurance Co	PO 66820 FIRE ACC/LIFE INS - Nov & Dec 2024	453.28	453.28
12150	1872 - RR DONNELLEY	PO 66575 Vital Statistic Safety Paper cust #1960	426.00	426.00
12151	126 - SCMJA	PO 64977 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	716.81	716.81
12152	4830 - SEARCH GEEK SOLUTIONS LLC	PO 65682 SEO Plan - Implementation and monthly se	1,416.67	1,416.67
12153	2145 - SEELY BROTHERS, INC.	PO 66766 Replacement Flags at Fire Museum	166.00	166.00
12154	4165 - SF MOBILE-VISION, INC.	PO 66513 BODY WORN CAMERAS (Quote #66986)	4,964.00	4,964.00
12155	4644 - SIEGEL, STEVEN M.	PO 64925 B: PROSECUTOR (\$31,000 TWN/\$3,500 GR	2,875.00	2,875.00
12156	4761 - SMARSH INC.	PO 66277 Social Media Archiving Service - 10/30/2	1,064.12	
		PO 66277 Social Media Archiving Service - 10/30/2	572.98	1,637.10
12157	4633 - SOROKA, ERIC	PO 66776 COURSE FEE REIMBURSEMENT	118.67	118.67
12158	2257 - STAPLES	PO 66577 Ink for Stamps	15.88	
		PO 66613 Paper for Flags of Honor programs	63.78	
		PO 66708 Click Boards	18.58	
		PO 66720 TAX & W/S OFFICE SUPPLIES	23.68	
		PO 66720 TAX & W/S OFFICE SUPPLIES	53.36	
		PO 66765 Office Supplies:	26.38	
		PO 66783 PD OFFICE SUPPLIES	84.66	286.32
12159	146 - STATE OF NEW JERSEY - PWT	PO 66785 4th QUARTER WATER TAX	449.12	449.12
12160	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 64237 B.ENGINEERING DESIGN MOORE'S BROOK	22,304.25	
		PO 64238 B.ENGINEERING MEMORY PARK INFRASTRUCTURE	1,365.00	
		PO 64513 MOORES BROOK DREDGING STORMWATER MANAGEM	353.60	
		PO 65639 ORD #2024-10 W/S VEHICLES	185.00	24,207.85
12161	2056 - SUBURBAN PROPANE, LP.	PO 66662 PROPANE ACCT #2232-548355	5,244.78	5,244.78
12162	3442 - SUNLIGHT GENERAL	PO 64996 B: ELECTRIC DPW/STP	370.69	
		PO 64996 B: ELECTRIC DPW/STP	759.11	1,129.80
12163	102 - SUSSEX CAR WASH INC	PO 64995 B: CAR WASHES	184.00	184.00
12164	3603 - SUSSEX COUNTY COMMUNITY COLLEGE	PO 66798 Trays for Senior lunch	150.00	150.00
12165	130 - SUSSEX COUNTY P & H, INC.	PO 65100 B: PLUMBING SUPPLIES	74.58	74.58
12166	371 - T.A. MOUNTFORD COMPANY, INC.	PO 66654 COPIER CONTRACT Sewer Plant 10/15/2024 t	250.00	
		PO 66751 POLICE PTL RM COPIER SVC CONTRACT 2025	450.00	700.00
12167	4712 - TANKEL JESSICA	PO 66772 Senior lunch balloons and center pieces	263.50	263.50
12168	3851 - THE CANNING GROUP, LLC.	PO 64927 B: 2024 QPA ANN \$8,500	708.37	708.37
12169	2781 - THE CHILLA BUSINESS COUNSEL	PO 64943 B: LABOR ATTORNEY (\$170/HR NOT TO EXCE	2,108.00	2,108.00
12170	676 - THE EQUITABLE	PO 66827 Equitable - Def Comp - Nov 21 & Dec 5, 2	56,470.00	56,470.00
12171	4844 - Thomas M. Ferry	PO 66733 REIMB LEAGUE VEHICLE USE	219.29	219.29
12172	2880 - TRACTOR SUPPLY	PO 65026 B: ACO EQUIP	33.96	
		PO 66738 ACO EQUIP	262.24	296.20
12173	293 - TREASURER, PETTY CASH FUND	PO 66778 REPLENISH 24' PETTY CASH	148.58	148.58
12174	1151 - TREASURER, STATE OF NEW JERSEY	PO 66758 SITE REMEDIATION PERMIT FEE 01/09/2024-0	1,900.00	1,900.00
12175	219 - TRI-STATE RENTALS, INC.	PO 66653 Parts/ Starter/ Paver CUST #206	650.73	650.73
12176	4767 - TROJAN TECHNOLOGIES CORP	PO 65466 2024/2025 SVC CONTRACT WTP (NOT TO EXCEE	6,300.00	
		PO 66516 To Replace Non-Working Level Indicator i	2,325.04	8,625.04
12177	3027 - ULINE	PO 66698 REYCLING / Storage & Supplies	1,957.00	
		PO 66698 REYCLING / Storage & Supplies	1,445.21	3,402.21
12178	4152 - UNITED SITE SERVICES, INC	PO 64948 B: CHEMICAL WASTE REMOVAL WTP A/C #7473	996.66	
		PO 64949 B: SLUDGE REMOVAL STP A/C #74732 (\$1	8,782.20	9,778.86
12179	1158 - VISION SERVICE PLAN	PO 66828 VISION - DEC 2024	1,303.74	1,303.74
12180	2635 - W.B. MASON, INC.	PO 66099 Clerk - Registrar Office Supplies C13294	71.32	
		PO 66779 LEGAL HANGING FOLDERS CUST #C1329496	61.99	

List of Bills - CLEARING/CLAIMS

Meeting Date: 12/09/2024 For bills from 11/26/2024 to 12/06/2024

Check#	Vendor	Description	Payment	Check Total
		PO 66779 LEGAL HANGING FOLDERS CUST #C1329496	61.99	
		PO 66788 Clerk / Registrar Office Supplies CUST	79.89	275.19
12181	1500 - WALMART	PO 66764 Holiday Decorations	41.66	
		PO 66789 SUPPLIES FOR TREE LIGHTING EVENT	249.01	290.67
12182	2657 - WEATHER WORKS, INC.	PO 66819 WEATHER ALERT CONTRACT (12/1-11/30/25)	2,071.00	2,071.00
12183	3726 - HITMER PUBLIC SAFTEY GROUP, iINC.	PO 66786 SCBA SVC REPAIR	319.98	319.98
12184	4883 - X HOCKEY PRODUCTS	PO 66514 Roller Hockey Goal Posts	3,205.00	3,205.00
12185	4568 - XFPCOMPUTERS, LLC	PO 64722 Adding 2 additional Cameras to the Pool	2,890.40	2,890.40
12186	231 - ZEP MANUFACTURING COMPANY CORP.	PO 66545 Machine Repair/Maintenace Lubrication Sp	264.99	264.99
TOTAL				1,533,624.73

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	3,965.31			
01-201-20-105-200	HUMAN RESOURCE - OTHER EXPENSES	171.74			
01-201-20-110-200	TOWN COUNCIL - OTHER EXPENSES	276.47			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	351.31			
01-201-20-130-200	FINANCE ADMINISTRATION - OTHER EXPENSES	341.28			
01-201-20-145-200	COLLECTION OF TAXES - OTHER EXPENSES	53.36			
01-201-20-150-200	ASSESSMENT OF TAXES - OTHER EXPENSES	10,060.00			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	5,816.27			
01-201-20-170-200	ECONOMIC DEVELOPMENT COMM - OTHER EXP	1,000.00			
01-201-20-175-200	HISTORIC COMMISSION - OTHER EXPENSES	165.00			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	1,233.13			
01-201-21-181-200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	718.37			
01-201-23-210-200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	453.28			
01-201-23-220-300	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	1,303.74			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	12,591.40			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	2,242.56			
01-201-25-255-200	FIRE DEPARTMENT - OTHER EXPENSES	775.38			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	7,184.22			
01-201-26-298-200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	1,913.33			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	2,581.39			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	6,654.86			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	7,124.94			
01-201-27-330-200	BOARD OF HEALTH - OTHER EXPENSES	449.08			
01-201-27-340-200	ANIMAL CONTROL - OE	1,309.87			
01-201-28-370-200	RECREATION - OTHER EXPENSES	1,125.59			
01-201-28-371-200	SWIMMING POOL - OTHER EXPENSES	570.08			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	3,099.95			
01-201-30-420-200	CELEBRATION OF PUBLIC EVENTS - OE	1,074.61			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	13,476.82			
01-201-32-465-200	RECYCLING TAX (PL2007 c.311)O/S CAP	19.83			
01-201-42-108-100	INTERLOCAL - GREEN TWP COURT	4,207.58			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	477.14			
01-203-20-135-200	(2023) FINANCE ADMINISTRATION - AUDIT SERVICES		6,950.00		
01-203-28-371-200	(2023) SWIMMING POOL - OTHER EXPENSES		2,890.40		
01-207-55-000-000	DUE NEWTON BOE - SCHOOL TAX PAYABLE			1,155,371.40	
01-260-05-100	DUE TO CLEARING			0.00	1,257,999.69
TOTALS FOR CURRENT FUND		92,787.89	9,840.40	1,155,371.40	1,257,999.69
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			5,362.57	
02-260-05-100	Due to Clearing			0.00	5,362.57
TOTALS FOR STATE AND FEDERAL GRANTS		0.00	0.00	5,362.57	5,362.57

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
04-215-55-913-000	ORD 22-21 amendORD 20-10 MEM PK ORD 23-2 NJIB			24,022.85	
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			3,653.59	
04-215-55-927-000	ORD 2024-12 ALCOTEST			194.50	
04-215-55-930-000	ORD 2024-18 HVAC, SUPP ORD 24-11			133.98	
04-215-55-932-000	ORD 2024-27 REN TO FIREHOUSE 1 - SUPPL			3,602.00	
04-260-05-100	Due to Clearing			0.00	31,606.92
TOTALS FOR	GENERAL CAPITAL	0.00	0.00	31,606.92	31,606.92
08-215-55-918-000	ORD 2024-8 VAR WS IMP.			4,631.76	
08-215-55-920-000	ORD 2024-10 VARIOUS WS VEHICLE ACQUISITIONS			185.00	
08-215-55-922-000	ORD 2024-21 VARIOUS WTP IMP FF			5,869.60	
08-260-05-100	DUE TO CLEARING			0.00	10,686.36
TOTALS FOR	WATER/SEWER UTILITY CAPITAL	0.00	0.00	10,686.36	10,686.36
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	99,443.18			
09-201-60-512-000	W&S CAP IMPROVE - CAPITAL OUTLAY	64,175.00			
09-203-56-501-200	(2023) W&S OPERATING - TOTAL OTHER EXPENSES		6,531.01		
09-260-05-100	DUE TO CLEARING			0.00	170,149.19
TOTALS FOR	WATER/SEWER UTILITY	163,618.18	6,531.01	0.00	170,149.19
20-260-05-100	Due to Clearing			0.00	56,470.00
20-291-55-077	DEFERRED COMP - EQUITABLE			56,470.00	
TOTALS FOR	PAYROLL	0.00	0.00	56,470.00	56,470.00
31-260-05-100	DUE TO CLEARING			0.00	1,350.00
31-287-56-115	RESERVE FOR POAA (Parking Offense Adjud.			1,350.00	
TOTALS FOR	TRUST	0.00	0.00	1,350.00	1,350.00

Total to be paid from Fund 01 CURRENT FUND	1,257,999.69
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	5,362.57
Total to be paid from Fund 04 GENERAL CAPITAL	31,606.92
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	10,686.36
Total to be paid from Fund 09 WATER/SEWER UTILITY	170,149.19
Total to be paid from Fund 20 PAYROLL	56,470.00
Total to be paid from Fund 31 TRUST	1,350.00
	1,533,624.73

Checks Previously Disbursed

2812	CONCINNATE LLC.	PO# 66726	Virtual Workshop - Intentional Rel	750.00	11/26/2024
2813	JOSEPH D CALABRESE	PO# 64952	B: LOGISTICS FOR SPECIAL EVENTS	125.00	11/26/2024
2814	JOSEPH D CALABRESE	PO# 64952	B: LOGISTICS FOR SPECIAL EVENTS	100.00	11/26/2024
2816	THE FARMER'S DAUGHTER	PO# 66690	2024 HOLIDAY LIGHTS CONTEST - WINN	100.00	12/05/2024
10184	ELAVON, INC.	PO# 65008	B: COURT MERCHANT FEE	123.67	12/02/2024
10185	PAYROLL ACCOUNT		12/05 CURRENT PAYROLL	260,461.26	12/05/2024
10241	PAYROLL ACCOUNT		12/05 GRANT PAYROLL	2,402.82	12/05/2024
10955	PAYROLL ACCOUNT		12/05 W/S PAYROLL	55,084.81	12/05/2024
12083	PUBLIC EMPLOYEE RETIRE SYSTEM		PERS to state - NOV	2,500.00	12/05/2024
12083	PUBLIC EMPLOYEE RETIRE SYSTEM		PERS to state - NOV	21,000.00	12/02/2024
12084	POLICE & FIRE RETIREMENT SYSTEM		PFRS to State -NOV	25,000.00	12/02/2024
13145	PAYROLL ACCOUNT		12/05 TRUST PAY	8,232.00	12/05/2024

375,879.56

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	261,659.93	1,257,999.69	1,519,659.62
Fund 02 STATE AND FEDERAL GRANTS	2,402.82	5,362.57	7,765.39
Fund 04 GENERAL CAPITAL		31,606.92	31,606.92
Fund 08 WATER/SEWER UTILITY CAPITAL		10,686.36	10,686.36
Fund 09 WATER/SEWER UTILITY	55,084.81	170,149.19	225,234.00
Fund 20 PAYROLL	48,500.00	56,470.00	104,970.00
Fund 31 TRUST	8,232.00	1,350.00	9,582.00
BILLS LIST TOTALS	375,879.56	1,533,624.73	1,909,504.29

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TOWN OF NEWTON

RESOLUTION #312-2024

**December 9, 2024 “Authorize Cancellation of Interest on Taxes;
Block 10.01, Lot 4.02”**

WHEREAS, 123 Water Urban Renewal, LLC owns Block 10.01, Lot 4.02; and

WHEREAS, the Financial Agreement in the first year did not take into consideration there were no prior year taxes to credit back to the Payment in Lieu of Taxes per N.J.S.A. 40A:20-12. Therefore, all the payments were not posted to Taxes but instead posted to Miscellaneous Revenue and interest was accrued to Taxes in the amount of \$1,817.73. A reclassification of the PILOT receipt was posted to taxes; therefore, no interest should be charged; and

WHEREAS, the Tax Collector has determined the 2024 interest amount to be cancelled is \$1,817.73;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Governing Body acknowledges that interest in the amount of \$1,817.73 needs to be cancelled; and

BE IT FURTHER RESOLVED, that the Tax Collector be authorized to cancel Interest on 2024 taxes in the amount of \$1,817.73.

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, December 9, 2024.

Teresa A. Oswin, RMC
Municipal Clerk