



**AGENDA
NEWTON TOWN COUNCIL
REGULAR HYBRID MEETING
DECEMBER 15, 2025
7:00pm**

Please click this URL to join:

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

Webinar ID: 838 9781 8208 Passcode: 594036

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

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. PRESENTATIONS

- a. Anthony Keiling – Oath of Office (Sergeant)
- b. Jared Zappa – Oath of Office (Lieutenant)

V. APPROVAL OF MINUTES

- a. November 24, 2025 – 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. COUNCIL & MANAGER REPORTS

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

VIII. UNFINISHED BUSINESS

IX. ORDINANCES

- a. 2nd Reading and Public Hearing:
Ordinance 2025-21

An Ordinance of the Town of Newton Authorizing the Execution and Delivery of a Financial Agreement by and Between the Town of Newton and Newton 213 Urban Renewal, LLC

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

Ordinance 2025-22

An Ordinance to Establish Minimum and Maximum Salaries and Wages for Officers and Employees Of the Town of Newton for Calendar Year 2026

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

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 #259-2025*

Appointment of Chirag D. Mehta, Esq. as the Town of Newton's Prosecutor for Calendar Year 2026

- b. Resolution #260-2025*

Appointment of John Grey, Esq., as the Town of Newton's Alternate Public Defender for Calendar Year 2026

- c. Resolution #261-2025*

Appointment of Orlando Rodriguez, Esq., as the Town of Newton's Public Defender for Calendar Year 2026

- d. Resolution #262-2025*

Appointment of James Pomaco, Esq., as the Town of Newton's Alternate Municipal Prosecutor for Calendar Year 2026

- e. Resolution #263-2025*

Authorize Remittance (Cancellation) of 2025 Taxes; Block 4.02, Lot 20

- f. Resolution #264-2025*

Authorizing the Sale of Brine Solution to Municipalities for Calendar Year 2026

- g. Resolution #265-2025*

Appointment of Debbie Danielson as Municipal Representative to the Sussex County Solid Waste Advisory Committee for 2026

- h. Resolution #266-2025*

Appointment of Michael Awertschenko as Municipal Representative to the Sussex County Water Quality Policy Advisory Committee for 2026

- i. Resolution #267-2025*

Designation of Public Agency Compliance Officer for Calendar Year 2026

- j. Resolution #268-2025*

Designate the Town Manager as the National Organization on Disability Representative for Calendar Year 2026

- k. Resolution #269-2025*

Authorize Refund Due a Water and Sewer Utility Account

- l.** Resolution #270-2025* Authorize the Mayor to Conduct Ceremonial Proceedings from January 1, 2026 through the January 15, 2026 Reorganization Meeting
- m.** Resolution #271-2025* Approval of the Execution of a Shared Services Agreement with Stillwater Township to Provide Animal Control Services for Calendar Year 2026
- n.** Resolution #272-2025* Approve 2025 Appropriation Transfers
- o.** Resolution #273-2025* Resolution to Accept the Sidewalk Improvements to Water Street (Route 206 and N.J.S.H. Route 94) Project as Complete
- p.** Resolution #276-2025* Approval of the Execution of a Shared Services Agreement with Green Township to Provide Animal Control Services for Calendar Year 2026
- q.** Resolution #277-2025* Authorize Submission of a Strategic Plan for the Municipal Alliance for Grant Cycle July 2026-June 2031
- r.** Resolution #280-2025* Resolution Awarding Professional Engineering Planning and Design Phase Services for the Systemwide Water Meter Replacements Project
- s.** Resolution #281-2025* Resolution Authorizing Change Order No. 3 Related to the Contract with Montana Construction Corporation, Inc. for Sanitary Sewer Phase 2 in Accordance with the Requirements Set Forth in N.J.A.C. 5:30-11.9
- t.** Resolution #278-2025* Approve Bills and Vouchers

XI. RESOLUTIONS

- a.** Resolution #274-2025* Concur With the Town Manager's Appointment of a Class II Officer – Jacob Glista
- b.** Resolution #275-2025* Resolution Authorizing the Hiring of a Certain Police Officer

XII. OPEN TO THE PUBLIC (3 minutes each)

XIII. COUNCIL & MANAGER COMMENTS

XIV. EXECUTIVE SESSION

- a.** Resolution #279-2025 A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12
 - i.** Attorney-Client Privilege

XV. ADJOURNMENT

TOWN OF NEWTON

ORDINANCE 2025-21

AN ORDINANCE OF THE TOWN OF NEWTON AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCIAL AGREEMENT BY AND BETWEEN THE TOWN OF NEWTON AND NEWTON 213 URBAN RENEWAL, LLC

WHEREAS, by Resolution 130-2012 adopted on June 25, 2012, the Town Council of the Town (the "Town Council") designated Block 10.01, Lots 5 and 6, commonly known as 127 Water Street, as a non-condemnation area in need of redevelopment (the "Redevelopment Area") in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A 1 et seq. (the "Redevelopment Law"); and

WHEREAS, by the adoption of Ordinance #2023-20 on August 21, 2023, the Town Council duly adopted a redevelopment plan for the Redevelopment Area, entitled, "ShopRite Redevelopment Plan", prepared by J. Caldwell & Associates and dated July 17, 2023 (as the same may be amended and supplemented from time to time, the "Redevelopment Plan"); and

WHEREAS, Newton 213 Urban Renewal, LLC, a New Jersey limited liability company of the State of New Jersey qualified as an urban renewal entity in accordance with the Long Term Tax Exemption Law of 1992, constituting Chapter 431 of the Pamphlet Laws of 1991 of the State, and the acts amendatory thereof and supplemental thereto (the "Tax Exemption Law", as codified in N.J.S.A. 40A:20-1 et seq.), including any successors and assigns (the "Entity") is the fee title owner of certain property within the Redevelopment Area commonly known as 125 Water Street, Newton, New Jersey 07860 and identified on the Town's tax map as Block 10.01, Lot 5 and intends to acquire Lot 6 from the Town (collectively referred to as the "Property" or the "Project Area"); and

WHEREAS, the Town and the Entity shall enter into that certain agreement (the "Redevelopment Agreement") governing the redevelopment of the Redevelopment Area, including without limitation, the Project Area; and

WHEREAS, the Entity intends to construct upon the Project Area a four (4) phase project as follows including the construction all necessary infrastructure improvements and parking (each a "Phase" and collectively referred to as the "Redevelopment Project" or "Project"):

(i) Phase 1 - design, develop, finance, construct, and lease a supermarket containing approximately eighty-thousand (80,000) square feet and site improvements; (the "Supermarket");

(ii) Phase 2 - design, develop, finance, construct, operate and maintain a liquor store containing approximately 15,000 square feet (the "Liquor Store");

(iii) Phases 3 and 4 - design, develop, finance, construct, and lease to third party users two (2), single-story retail/commercial buildings totaling approximately 7,100 square feet each for Permitted Uses (the "Retail/Commercial"); and

WHEREAS, pursuant to and in accordance with the provisions of the Long Term Tax Exemption Law, constituting Chapter 431 of the Pamphlet Laws of 1991 of the State, and the acts amendatory thereof and supplement thereto (the "Long Term Tax Law", as codified in N.J.S.A. 40A:20-1 et seq.), the Town is authorized to provide for tax exemption within a redevelopment area and for payments in lieu of taxes; and

WHEREAS, the Entity has submitted an application to the Town for the approval of the Project as an urban renewal project, as such term is used in the Tax Exemption Law, all in accordance with N.J.S.A. 40A:20-8 (the "Exemption Application", a copy of which is attached hereto as Exhibit A); and

WHEREAS, the Town and the Redeveloper have reached agreement with respect to, among other things, the terms and conditions relating to the Annual Service Charges and desire to execute the Financial Agreement.

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

Section 1. The Exemption Application is hereby accepted and approved.

Section 2. The Financial Agreement is hereby authorized to be executed and delivered on behalf of the Town by the Mayor in substantially the form attached hereto as Exhibit B, with such changes as the Mayor, after consultation with such counsel and any advisors to the Town (collectively, the "Town Consultants") shall determine, such determination to be conclusively evidenced by the execution of the Financial Agreement by the Mayor, but only upon the condition that the Redeveloper shall first execute and deliver the Redevelopment Agreement. The Town Clerk is hereby authorized and directed to attest to the execution of the Financial Agreement by the Mayor and to affix the corporate seal of the Town to the Financial Agreement.

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

Section 4. This ordinance shall take effect upon final passage and publication as required by law.

Section 5. Upon final adoption hereof, the Town Clerk shall forward certified copies of this resolution to Douglas F. Doyle, Esq., DeCotiis, FitzPatrick, Cole & Giblin, LLP, Special Redevelopment Counsel to the Town.

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 24, 2025. 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 15, 2025, 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

EXHIBIT A

EXEMPTION APPLICATION

EXHIBIT B

FORM OF FINANCIAL AGREEMENT

Record and Return to:

Douglas F. Doyle, Esq.
DeCotiis, FitzPatrick, Cole & Giblin, LLP
61 South Paramus Road
Suite 250
Paramus, New Jersey 07652

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter “**Agreement**” or “**Financial Agreement**”), made this ____ day of _____, 2025, (the “**Effective Date**”) by and between **NEWTON 213 URBAN RENEWAL, LLC**, a New Jersey limited liability company of the State of New Jersey (the “**State**”) qualified as an urban renewal entity in accordance with the Long Term Tax Exemption Law of 1992, constituting Chapter 431 of the Pamphlet Laws of 1991 of the State, and the acts amendatory thereof and supplemental thereto (the “**Tax Exemption Law**”, as codified in N.J.S.A. 40A:20-1 et seq.), including any successors and assigns (the “**Entity**”) and the **TOWN OF NEWTON**, a municipal corporation in the County of Sussex and the State of New Jersey (the “**Town**” and together with the Entity, the “**Parties**”, or each a “**Party**”).

WITNESSETH:

WHEREAS, by Resolution 130-2012 adopted on June 25, 2012, the Town Council of the Town (the “**Town Council**”) designated Block 10.01, Lots 5 and 6, commonly known as 127 Water Street, as a non-condemnation area in need of redevelopment (the “**Redevelopment Area**” or “**Project Area**”) in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A 1 et seq. (the “**Redevelopment Law**” and together with the Tax Exemption Law, the “**Acts**”); and

WHEREAS, by the adoption of Ordinance 2023-20 on August 21, 2023, the Town Council duly adopted a redevelopment plan for the Redevelopment Area, entitled, “ShopRite Redevelopment Plan” (the “**Redevelopment Plan**”); and

WHEREAS, the Entity is the fee title owner of certain property within the Redevelopment Area commonly known as 125 Water Street, Newton, New Jersey 07860 and identified on the Town’s tax map as Block 10.01, Lot 5 and intends to acquire Lot 6 from the Town (collectively referred to as the “**Property**”); and

WHEREAS, on _____, _____, the Town and the Redeveloper entered into that certain agreement governing the redevelopment of the Project Area (the “**Redevelopment Agreement**” whereby the Entity has agreed, *inter alia*, to construct a

four (4) phase project as follows including the construction all necessary infrastructure improvements and parking (each a “Phase” and collectively referred to as the “Redevelopment Project” or “Project”):

(i) Phase 1 - design, develop, finance, construct, and lease a supermarket containing a minimum of eighty-thousand (80,000) square feet and site improvements; (the “Supermarket”);

(ii) Phase 2 - design, develop, finance, construct, operate and maintain a liquor store containing minimum of 15,000 square feet (the “Liquor Store”);

(iii) Phases 3 and 4- design, develop, finance, construct, and lease to third party users two (2), single-story retail/commercial buildings totaling approximately 7,100 square feet each for Permitted Uses (the “Retail/Commercial”);

WHEREAS, pursuant to and in accordance with the provisions of the Tax Exemption Law, the Town is authorized to provide for tax exemption within a redevelopment area and for payments in lieu of taxes; and

WHEREAS, the Entity has submitted an application to the Town for the approval of the Redevelopment Project as an urban renewal project, as such term is used in the Tax Exemption Law, all in accordance with N.J.S.A. 40A:20-8 (the “Exemption Application”, a copy of which is attached hereto as Exhibit A); and

WHEREAS, on _____, _____, the Town Council finally adopted Ordinance No. _____ entitled “An Ordinance of the Town of Newton Authorizing the Execution and Delivery of a Financial Agreement by and between the Town and Entity (the “Ordinance”, a copy of which is attached hereto as Exhibit B); and

WHEREAS, the Town and the Entity have reached agreement with respect to, among other things, the terms and conditions relating to the Annual Service Charges, as such term is defined herein, for the Project Area and desire to execute this Financial Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE I
GENERAL PROVISIONS

SECTION 1.01 General Definitions

(a) The following terms shall have the respective meanings ascribed to such terms in the preambles:

Acts
Agreement
Company
Effective Date
Entity
Exemption Application
Financial Agreement
Liquor Store
Ordinance
Parties
Party
Phase
Property
Project
Project Area
Redevelopment Agreement
Redevelopment Area
Redevelopment Law
Redevelopment Plan
Redevelopment Project
Retail/Commercial
State
Supermarket
Tax Exemption Law
Town
Town Council

(b) The following terms as used in this Financial Agreement shall, unless the context clearly requires otherwise, have the following meanings:

Allowable Net Profit – The annual amount of Net Profit not otherwise in excess of the amount arrived at by applying the Allowable Profit Rate to the Total Project Cost.

Allowable Profit Rate – The annual percentage rate as set forth in N.J.S.A. 40A:20-3(b).

Annual Gross Revenue – The annual gross revenue of the Project as defined within N.J.S.A. 40A:20-3(a) and based on the actual gross revenue received by the Entity for each year during the term of the Agreement (and not calculated on a straight line basis) and specifically excluding, without limitation, condemnation awards, insurance proceeds, gains from sales, transfers, or assumption of the Project or any part thereof, proceeds of any financing or refinancing, proceeds from any disposition of any interest in the Entity or any successor entity. Annual gross revenue shall include base rent, CAM, Annual Service Charge, and Administrative Fee Payments.

Annual Service Charge – The annual amount of payments in lieu of taxes due and payable by the owner of the Property to the Town as calculated in accordance with Section 4.03 herein. The term Annual Service Charge shall have the same meaning, purpose, force and effect, as the term “Annual Service Charge” shall have in accordance with the Acts.

Applicable Laws – All applicable Federal, State and local laws, ordinances, approvals, rules, regulations and requirements, including, but not limited to, the Ordinance, the Redevelopment Law, the Long Term Tax Exemption Law, relevant construction codes including construction codes governing people with disability, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder.

Auditor’s Report – A complete financial statement, the contents of which have been prepared in a manner consistent with GAAP and that fully details all items as required by the Tax Exemption Law, including without limitation, (a) the Annual Gross Revenue, (b) the terms and interest rate on any mortgage(s) associated with the Project Property, or any Improvements related thereto, (c) the Net Profit for the period shown, including the calculation thereof, showing, *inter alia*, the percentage of excess profits utilized to maintain reserves authorized pursuant to the Tax Exemption Law, and (d) the Total Project Cost, and that has been certified as to its conformance with such standards by a certified public accountant who is, or whose firm is, licensed to practice that profession in the State.

Certificate of Occupancy – To the extent applicable, a temporary or permanent certificate of occupancy, as such term is defined in the New Jersey Administrative Code, issued by the Town authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

Completion Date – shall mean the date that the Certificate of Occupancy shall be issued for the final Phase of the Project.

Conventional Taxes – shall mean the total assessment of the land and improvements of Block 10.01, Lot 5 and 6 multiplied by the general tax rate of the Town.

Estimated Total Project Costs – The Estimated Total Project Costs, as of the date hereof, and as set forth in Exhibit C attached hereto.

Excess Net Profit – For each accounting period an amount equal to the sum of (a) the Net Profit, minus (b) the Allowable Net Profit.

GAAP – Generally accepted accounting principles as in effect from time to time in the United States of America.

Improvements – Shall mean, individually or collectively, as the case may be, the improvements for each phase of the Project as approved by the Town and actually constructed and/or renovated on, in or under the Property in accordance with the Redevelopment Agreement.

In Rem Tax Foreclosure – A summary proceeding by which the Town may enforce the lien for taxes or other municipal charges due and owing by a tax sale, all in accordance with the Tax Sale Law.

Land - Shall mean the land, but not the Improvements of the Project, based upon a formal recorded subdivision map or if there is no formal recorded subdivision map it shall be based upon proportionate square footage divided up among the proportionate share of the land for each phase taking into consideration all common areas for each phase.

Land Taxes – The taxes assessed on the value of the land portion, exclusive of the value of any Improvements related thereto, of the Property in accordance with generally applicable law.

Material Condition – Shall have the meaning applied to such term as set forth in Section 4.06 hereof.

Minimum Annual Service Charge –The minimum annual service charge shall be the amount of the total taxes levied against all real property within the Project in the last full tax year in which the area was subject to conventional taxation. Notwithstanding the above, the Parties acknowledge and agree that Block 10.01, Lot 6 is exempt from taxes will continue to be exempt until it is transferred to the Entity. As such the Parties acknowledge and understand that in the event that Lot 6 is subject to conventional taxes for a period of less than a one-year period from the date of acquisition by the Entity it will be treated as if it were subject to conventional taxes for one full year for purposes of calculating the Minimum Annual Service Charge. The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12(b)(2) and the Financial Agreement, would be less than the Minimum Annual Service Charge.

Net Profit – The Annual Gross Revenue of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with GAAP and the Tax Exemption Law, specifically N.J.S.A. 40A:20-3(c).

Phase Completion Date - shall mean the date that the first Certificate of Occupancy shall be issued for an applicable Phase.

State – The State of New Jersey.

Tax Assessor – The tax assessor for the Town.

Tax Sale Law – N.J.S.A. 54:5-1 et seq., as the same may be amended and supplemented from time to time.

Total Project Cost – The Project costs included in each of the categories set forth in N.J.S.A. 40A:20-3(h), exclusive of any permitted exclusions included therein.

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Urban Renewal Entity – Shall have the meaning as such term is defined, used and applied in the Tax Exemption Law.

SECTION 1.02 Exhibits Incorporated

All schedules and exhibits referred to in this Financial Agreement and attached hereto are incorporated herein and made part hereof. Such schedules and exhibits include:

Schedules

Schedule 1 Annual Service Charge Chart

Exhibits

Exhibit A Exemption Application
Exhibit B Ordinance
Exhibit C Estimated Total Project Costs
Exhibit D Formation Documents

ARTICLE II
APPROVAL

SECTION 2.01 Town Approval of Tax Exemption

Pursuant to the Ordinance, any and all Improvements shall be exempt from taxation as provided for herein and in the Tax Exemption Law. In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-12, such tax exemption shall constitute a single continuing exemption from local property taxation for the duration of this Financial Agreement. The Project shall be as described in the Exemption Application and the Redevelopment Agreement and the Entity hereby expressly covenants, warrants and represents that the Project Area, including any Improvements related thereto, shall be used, managed and operated for the purposes set forth in the Exemption Application and in accordance with the Redevelopment Agreement and the Acts. Prior to the applicable Phase Completion Date, the applicable portion Property, including any and all improvements then currently existing thereon, shall be assessed and taxed according to the general law applicable to all other non-exempt property located within the Town.

SECTION 2.02 Town Approval of Project

Approval is hereby granted by the Town to the Entity for the development, financing, acquisition, construction, management and operation of the Project, which shall in all respects comply with and conform to the Redevelopment Agreement and all applicable statutes of the State, and the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof. Attached hereto as Exhibit D is a true copy of the certificate of formation of the Entity.

SECTION 2.03 Improvements to be Constructed

The Entity hereby covenants, warrants and represents that it will construct and/or renovate the Property in accordance with the Redevelopment Agreement, implemented in accordance with all permits and approvals and pursuant to the schedule agreed upon by the Town and the Entity in the Redevelopment Agreement.

SECTION 2.04 Construction Schedule

The Entity covenants, warrants and represents to undertake construction and complete the Project in accordance with the terms of the Redevelopment Agreement. FAILURE TO COMMENCE CONSTRUCTION OR COMPLETE THE PROJECT IN ACCORDANCE WITH THE CONSTRUCTION SCHEDULE SHALL BE DEEMED A DEFAULT UNDER THIS FINANCIAL AGREEMENT AND WILL BE TREATED PURSUANT TO THE PROVISIONS OF SECTION 14.01.

ARTICLE III
DURATION OF AGREEMENT

SECTION 3.01 Term

(a) It is understood and agreed by the Parties that this Agreement, including the obligation to pay the Annual Service Charge required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall commence upon the completion of any phase of the Project and remain in full force and effect for a term of 30 years for each phase for the payment of the Annual Service Charge. In accordance with N.J.S.A. 40A:20-12a(2), the total term for all phases of the Project shall not exceed 50 years.

(b) Upon the expiration of the tax exemption provided for herein, all restrictions and limitations of this Financial Agreement imposed upon the Entity and the Property, including the Improvements related thereto, excluding (i) the requirement to make payment of any Annual Service Charge due and owing hereunder, and (ii) the requirement to make payment to the Town of any reserves, Net Profit, or Excess Net Profit, if applicable, in accordance with Article VII hereof), and (iii) any and all related and available remedies of the Town shall terminate upon the end of the fiscal year of the Entity, in accordance with N.J.S.A. 40A:20A-13, provided however, that the Entity has rendered, and the Town has accepted, the Entity's final accounting in accordance with N.J.S.A. 40A:20A-12.

SECTION 3.02 Voluntary Termination

(a) In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-9(g) and 13, at any time after one (1) year from the Completion Date, an Entity may voluntarily terminate this Financial Agreement and relinquish its status under the Acts.

(b) Notwithstanding anything contained in this Financial Agreement to the contrary, in the event that an Entity shall voluntarily terminate this Financial Agreement, all in accordance with Section 3.02(a) hereof, the tax exemption provided for in this Financial Agreement shall no longer be applicable to the Property or any Improvements related thereto, and the Property, including any and all of Improvements related thereto, shall thereafter be assessed and taxed according to the general law applicable to all other non-exempt property located within the Town.

(c) Notwithstanding anything contained in this Financial Agreement to the contrary, in the event that an Entity shall voluntarily terminate this Financial Agreement, all in accordance with Section 3.02(a) hereof, the date of such termination shall be deemed the close of the fiscal year of the Entity, all in accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-13.

SECTION 3.03 Apportionment

Notwithstanding anything contained in this Financial Agreement to the contrary, in the event that this Financial Agreement shall be terminated, the procedure for the apportionment of any taxes and/or Annual Service Charges, as applicable, shall be the same as would otherwise be applicable to, in accordance with the laws of the State, any other property located within the Town upon a change in the exemption or tax status of such property.

ARTICLE IV
ANNUAL SERVICE CHARGE

SECTION 4.01 Commencement of Annual Service Charge

The Entity shall make payment of the Annual Service Charge for each Phase commencing on the applicable Phase Completion Date. The Parties hereby acknowledge and understand that the Annual Service Charge shall be based upon the Annual Gross Revenue received by the Entity. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under applicable New Jersey law and then being assessed by the Town against other delinquent taxpayers in the case of unpaid taxes or tax liens on the land until paid.

The Entity acknowledges and agrees that its intention is to keep the current ShopRite open and operating during construction of the new Supermarket. Entity will not discontinue/demolish the current ShopRite until it is absolutely necessary for the completion of the of the new Supermarket and common parking area. For the period commencing with the construction of the Supermarket and ending with the date upon which the Entity commences with the payment of the Annual Service Charge for the Supermarket Phase, the Entity shall not appeal taxes and shall continue to pay the same Conventional Taxes for Block 10.01, Lots 5 and 6 as billed in the quarter prior to the commencement of construction of the Supermarket.

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Within fifteen (15) days of the commencement of the Annual Service Charge for each Phase, the Entity shall, through their architects, confirm in writing, the actual square footage of the Supermarket, Liquor Store, and Retail/Commercial components if the actual square footage differs from the square footages set forth in this Agreement. THE ENTITY'S FAILURE TO COMPLY SHALL BE DEEMED A DEFAULT UNDER THIS FINANCIAL AGREEMENT AND WILL BE TREATED PURSUANT TO THE PROVISIONS OF SECTION 14.01.

SECTION 4.02 Payment of Annual Service Charge

(a) The Annual Service Charge shall be due and payable in equal quarterly installments on each November 1, February 1, May 1 and August 1 after the applicable Phase Completion Date. The Annual Service Charge shall be prorated in the year in which the Phase Completion Date begins and the year in which this Financial Agreement shall terminate for such Phase. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under applicable State law in the case of unpaid taxes or tax liens on land until paid.

(b) Each installment payment of the Annual Service Charge is to be made to the Town and shall be clearly identified as "Annual Service Charge Payment for the NEWTON 213 Urban Renewal Project – Supermarket," "Annual Service Charge Payment for the NEWTON 213 Urban Renewal Project – Liquor Store," "Annual Service Charge Payment for the NEWTON 213 Urban Renewal Project – Retail/Commercial #1," "Annual Service Charge Payment for the NEWTON 213 Urban Renewal Project – Retail/Commercial #2".

(c) If any installment of the Annual Service Charge is not paid to the Town in accordance with this Financial Agreement on the date and in the full amount scheduled to be paid, the Entity hereby expressly waives any objection or right to challenge the use by the Town of the enforcement of remedies to collect such installment of the Annual Service Charge as are afforded the Town by law, including without limitation the Tax Sale Law.

SECTION 4.03 Annual Service Charge

(a) Annual Gross Revenue. (a) The Annual Gross Revenue shall be equal to an amount calculated as follows for each applicable Phase, as further set forth for illustration purposes only in Schedule 1 attached hereto:

a. PHASE 1 - SUPERMARKET:

i. The Annual Service Charge for years one (1) through five (5) from the Phase I Completion Date shall be equal to the greater of (i) 13% of Annual Gross Revenue as defined herein (ii) \$3.23 minimum per sq. ft. of the supermarket or (iii) the Minimum Annual Service Charge.

ii. The Annual Service Charge for year six (6) from the Phase I Completion Date shall be equal to the greater of (i) 13% of Annual Gross Revenue as defined herein (ii) \$3.38 minimum per sq. ft. of the supermarket or (iii) the Minimum Annual Service Charge.

iii. The Annual Service Charge for year seven (7) through ten (10) from the Phase I Completion Date shall be equal to the greater of (i) 14% of Annual Gross Revenue as defined herein (ii) \$3.67 minimum per sq. ft. of the supermarket or (iii) the Minimum Annual Service Charge.

iv. The Annual Service Charge for year eleven (11) through twelve (12) from the Phase I Completion Date shall be equal to the greater of (i) 14% of Annual Gross Revenue as defined herein (ii) \$3.85 minimum per sq. ft. of the supermarket or (iii) the Minimum Annual Service Charge.

v. The Annual Service Charge for year thirteen (13) through fifteen (15) from the Phase I Completion Date shall be equal to the greater of (i) 15% of Annual Gross Revenue as defined herein (ii) \$4.16 minimum per sq. ft. of the supermarket or (iii) the Minimum Annual Service Charge.

vi. The Annual Service Charge for year sixteen (16) through twenty (20) from the Phase I Completion Date shall be equal to the greater of (i) 15% of Annual Gross Revenue as defined herein (ii) \$4.36 minimum per sq. ft. of the supermarket or (iii) the Minimum Annual Service Charge.

vii. The Annual Service Charge for year twenty-one (21) through twenty-five (25) from the Phase I Completion Date shall be equal to the greater of (i) 15% of Annual Gross Revenue as defined herein (ii) \$4.56 minimum per sq. ft. of the supermarket or (iii) the Minimum Annual Service Charge.

viii. The Annual Service Charge for year twenty-six (26) through thirty (30) from the Phase I Completion Date shall be equal to the greater of (i) 15% of Annual Gross Revenue as defined herein (ii) \$4.78 minimum per sq. ft. of the supermarket or (iii) the Minimum Annual Service Charge.

b. PHASE II - LIQUOR STORE:

i. The Annual Service Charge for years one (1) through five (5) from the Phase II Completion Date shall be equal to the greater of (i) 13% of Annual Gross Revenue as defined herein (ii) \$3.62 minimum per sq. ft. of the liquor store or (iii) the Minimum Annual Service Charge.

ii. The Annual Service Charge for year six (6) from the Phase II Completion Date shall be equal to the greater of (i) 13% of Annual Gross Revenue as defined herein (ii) \$3.79 minimum per sq. ft. of the liquor store or (iii) the Minimum Annual Service Charge.

iii. The Annual Service Charge for year seven (7) through ten (10) from the Phase II Completion Date shall be equal to the greater of (i) 14% of Annual Gross Revenue as defined herein (ii) \$4.12 minimum per sq. ft. of the liquor store or (iii) the Minimum Annual Service Charge.

iv. The Annual Service Charge for year eleven (11) through twelve (12) from the Phase II Completion Date shall be equal to the greater of (i) 14% of Annual Gross Revenue as defined herein (ii) \$4.31 minimum per sq. ft. of the liquor store or (iii) the Minimum Annual Service Charge.

v. The Annual Service Charge for year thirteen (13) through fifteen (15) from the Phase II Completion Date shall be equal to the greater of (i) 15% of Annual Gross Revenue as defined herein (ii) \$4.66 minimum per sq. ft. of the liquor store or (iii) the Minimum Annual Service Charge.

vi. The Annual Service Charge for year sixteen (16) through twenty (20) from the Phase II Completion Date shall be equal to the greater of (i) 15% of Annual Gross Revenue as defined herein (ii) \$4.89 minimum per sq. ft. of the liquor store or (iii) the Minimum Annual Service Charge.

vii. The Annual Service Charge for year twenty-one (21) through twenty-five (25) from the Phase II Completion Date shall be equal to the greater of (i) 15% of Annual Gross Revenue as defined herein (ii) \$5.12 minimum per sq. ft. of the liquor store or (iii) the Minimum Annual Service Charge.

viii. The Annual Service Charge for year twenty-six (26) through thirty (30) from the Phase II Completion Date shall be equal to the greater of (i) 15% of Annual Gross Revenue as defined herein (ii) \$5.36 minimum per sq. ft. of the liquor store or (iii) the Minimum Annual Service Charge.

c. PHASE III and IV - RETAIL/COMMERCIAL:

i. The Annual Service Charge for years one (1) through six (6) from the Phase III Completion Date shall be equal to the greater of (i) 13% of Annual Gross Revenue as defined herein or (ii) the Minimum Annual Service Charge.

ii. The Annual Service Charge for year seven (7) through twelve (12) from the Phase III Completion Date shall be equal to the greater of (i) 14% of Annual Gross Revenue as defined herein or (ii) the Minimum Annual Service Charge.

iii. The Annual Service Charge for year thirteen (13) through ten (30) from the Phase III Completion Date shall be equal to the greater of (i) 15% of Annual Gross Revenue or (ii) the Minimum Annual Service Charge.

d. Schedule of Staged Adjustments to Annual Service Charge. The Annual Service Charge from the applicable phase shall be reviewed and shall be adjusted in stages over the term of the Agreement in accordance with N.J.S.A. 40A:20-12(b)(2):

i. **Stage One:** For each of the years one (1) through fifteen (15) from the applicable Phase Completion Date, the Annual Service Charge as defined herein shall be the amount due pursuant to Section 4.03(a) (b) and (c) of this Agreement;

ii. **Stage Two** For each of the years sixteen (16) through twenty-one (21) from the applicable Phase Completion Date, the Annual Service Charge as defined herein shall be the greater of (1) the amount due pursuant to Section 4.03(a) (b) and (c) of this Agreement; or (2) twenty percent (20%) of the amount of the taxes otherwise due on the value of the Land associated with the applicable phase and the Improvements associated with the applicable phase.;

iii. **Stage Three** For each of the years twenty-two (22) through twenty-seven (27) from the applicable Phase Completion Date, the Annual Service Charge as defined herein shall be the greater of (a) the amount due pursuant to Section 4.03(a) (b) and (c) of this Agreement or (b) forty percent (40%) of the amount of the taxes otherwise due on the value of the Land associated with the applicable phase and the Improvements associated with the applicable phase.;

iv. **Stage Four** For each of the years twenty-eight (28) through twenty-nine (29) from the applicable Phase Completion Date, the Annual Service Charge as defined herein shall be the greater of (a) the amount due pursuant to Section 4.03(a) (b) and (c) of this Agreement or (b) sixty percent (60%) of the amount of the taxes otherwise due on the value of the Land associated with the applicable phase and the Improvements associated with the applicable phase.; and

v. **Stage Five** For the thirtieth (30) year from the applicable Phase Completion Date, the Annual Service Charge as defined herein shall be the greater of (a) the amount due pursuant to Section 4.03(a) (b) and (c) of this Agreement or (b) eighty percent (80%) of the amount of the taxes otherwise due on the value of the Land associated with the applicable phase and the Improvements associated with the applicable phase..

(c) In accordance with the Tax Exemption Law, including without limitation, N.J.S.A. 40A:20-12, the Entity shall be entitled to a credit against the Annual Service Charge for each Phase equal to the amount, without interest, of the Land Taxes for the applicable Phase timely made in the last four (4) preceding quarterly installments.

(d) Notwithstanding anything contained in this Financial Agreement to the contrary, the Annual Service Charge shall in no event be less than the Minimum Annual Service Charge.

SECTION 4.04 Municipal Charges

The Entity hereby expressly acknowledges, understands, and agrees that, in addition to Land Taxes and Annual Service Charges, it shall be responsible for the payment (without any credit whatsoever hereunder) of all other applicable municipal charges that may, from time to time, be lawfully assessed upon the Project Area, including, without limitation, any and all special benefit assessments, special improvement district assessments, water and sewer charges, and other municipal charges, whether presently existing or hereinafter imposed, and that the Town may enforce such assessments and charges in any manner (including, but not limited to, foreclosure or tax sale) permitted by applicable law.

SECTION 4.05 Total Project Costs

Within one hundred twenty (120) days of the Completion Date, the Entity shall submit, or cause the submission of, the actual certified Total Project Costs to the Town in the form substantially similar to the form attached hereto as **Exhibit C** which shall be supplemented in the Auditor's Report or otherwise to the extent there are additional costs incurred thereafter.

SECTION 4.06 Material Conditions

It is expressly agreed and understood that all payments of Land Taxes, Annual Service Charges and other municipal charges, and any interest payments, penalties or costs of collection due thereon are material ("Material Conditions"). If any other term, covenant or condition of this Financial Agreement or the Exemption Application, as to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by virtue of a non-appealable order of a court of competent jurisdiction, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by law.

SECTION 4.07 Terms of Financial Agreement Shall Control

The Town and the Entity hereby agree that the terms and conditions of this Financial Agreement shall control all matters pertaining to the calculation of the Annual Service Charge, notwithstanding any contrary provision of any other documents or agreements which may exist in connection with the Project.

Administrative Fee. The Entity shall pay to the Town a fee of two percent (2%) of the Annual Service Charge as an administrative fee to be paid annually for the term of this Agreement. For purposes of enforcement of collections only, such payments shall be considered to be an additional part of the Annual Service Charge.

ARTICLE V
CERTIFICATE OF OCCUPANCY AND NO FURTHER ACTION LETTER

SECTION 5.01 Certificate of Occupancy

It is understood and agreed that the Entity shall remain obligated to make application for and make all good faith efforts which are reasonable to obtain Certificate(s) of Occupancy, or such other final approval as may be required, in a timely manner for the Project Area and the Improvements related thereto.

SECTION 5.02 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with the Tax Assessor, Tax Collector, and Chief Financial Officer of the Town a copy of any Certificate of Occupancy, or such other final approval as may be required.

ARTICLE VI
TOWN DETERMINATIONS

SECTION 6.01 Benefits and Importance of Tax Exemption

In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-11, the Town hereby finds and determines that this Financial Agreement is to the direct benefit of the health, welfare and financial well-being of the Town and its citizens because it allows for the development of a vacant and fallow site into a productive, useful and job-creating property, and further:

(a) The costs associated with the tax exemption granted herein are minor compared to the estimated Total Project Cost of Twenty-Seven Million Two Hundred Fifty Thousand and 00/100 Dollars (\$27,250,000.00) and the benefit created by (i) the construction and/or renovation of the Improvements and (ii) approximately 175 jobs during the construction period.

(b) Without the tax exemption granted herein it is highly unlikely that the Project would otherwise be undertaken.

ARTICLE VII
ANNUAL AUDITS

SECTION 7.01 Accounting System

The Owner hereby expressly covenants and agrees to maintain a system of accounting and internal controls in accordance with accepted accounting practices and shall report to the Town on matters required by this Agreement and the Tax Exemption Law, using accounting and internal controls established and administered in accordance with

GAAP consistently applied, and/or as otherwise prescribed in the Tax Exemption Law, during the term of this Agreement.

SECTION 7.02 Periodic Reports

In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-9(d), the Entity shall submit, on an annual basis and within ninety (90) days after the close of the calendar year or the Entity's fiscal year, depending upon the Entity's accounting basis, its Auditor's Report certified by an independent certified public accountant for the preceding fiscal or calendar year to the Mayor, the Town Council and the Town Clerk, who shall advise those municipal officials required to be advised, and to the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs.

SECTION 7.03 Inspection

In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-9(e), upon the request of the Town or the State, the Entity shall permit the inspection of the Project Area, including any Improvements related thereto, by the requesting party or its agents. It also shall permit, upon request of the Town or the State, reasonable examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by the Town or the State. Such inspection, examination or audit shall be made during the hours of the business day, in the presence of any officer or agent of the Entity and on not less than seven (7) business days' prior notice to the Entity. Such inspection shall not interfere with the construction or operation of the Project.

SECTION 7.04 Payment of Dividends and Profits

In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-9(a) and 15, during the period of tax exemption as provided herein, an Entity that is a limited dividend entity, shall not make any distribution of profits, or pay or declare any dividend or other distribution on any shares of any class of its stock, unless, after giving effect thereto, the Allowable Net Profit preceding the date of the proposed dividend or distribution would otherwise equal or exceed the amount of all dividends and other distributions paid or declared on any shares of its stock since its incorporation or establishment.

SECTION 7.05 Limitation on Profits and Reserves

In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-9(a) and 15, an Entity that is a limited dividend entity, shall, within one hundred and twenty (120) days of the close of its fiscal year, or in accordance with N.J.S.A. 40A:20-13 upon termination of this Financial Agreement, within ninety (90) days of the close of its fiscal year, pay any Excess Net Profit to the Town, provided however, that the Entity may maintain a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of its Annual Gross Revenue and may retain such part of the Excess Net

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Profits as is necessary to eliminate a deficiency in such reserve, provided however, that upon the termination of this Financial Agreement, the amount of such reserve, if any, shall be paid to the Town within ninety (90) days of the close of the Entity's fiscal year.

For the purpose of determining compliance with N.J.S.A. 40A:20-15, there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit any gain realized by the Entity on the sale of all or a portion of the Project, whether or not taxable under applicable law.

For the purpose of determining compliance with N.J.S.A. 40A:20-15, the calculation of an Entity's "excess net profits" shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the Financial Agreement as provided for in N.J.S.A. 40A:20-3(h).

The calculation of Net Profit shall be cumulative for the period commencing on the date on which the construction of the project is completed, and terminating at the close of the fiscal year of the entity for the year of each annual audit, with any negative amounts of profit from prior years being carried forward and included in the accumulated excess profit calculation consistent with *City of Newark vs. First Newark Gateway Urban Renewal Association*, Docket No. ESX-L-1160-91 (NJ Super. Law Div. August 8, 1994).

ARTICLE VIII **SALE AND/OR TRANSFER OF PARCEL**

SECTION 8.01 Approval

(a) Upon the completion of the Project and provided the Entity is not in default beyond any notice and applicable cure period of this Financial Agreement, an Entity may sell, transfer, or otherwise convey all of the Project Area, including any Improvements related thereto, provided that (i) such sale, transfer, or other conveyance is to a purchaser or transferee that is an Urban Renewal Entity, (ii) such transferee Urban Renewal Entity does not own any other project, (iii) such transferee Urban Renewal Entity has expressly assumed, in writing, all of the obligations set forth in this Financial Agreement, and (iv) sale, transfer or other conveyance would not otherwise result in the Project Area, and the Improvements related thereto, being no longer subject to local property taxation in accordance with generally applicable law and this Financial Agreement. Any purported sale, transfer or other conveyance of the Project Area, including any Improvement related thereto, in violation of this Section 8.01(a) shall terminate this Financial Agreement.

(b) In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-6, 15, in the event of any sale or other transfer of fee title ownership, in accordance with subsection (a) above, by an Entity that is a limited dividend entity, such Entity shall no longer be subject to, bound by, or otherwise governed by this Financial Agreement, provided however, that within ninety (90) days after the date of the end of the Entity's fiscal year in which such sale or other transfer of fee title occurred, such Entity

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shall pay to the Town any reserves it was authorized to maintain, if any, and any and all Excess Net Profits, if any, all in accordance with Section 7.05 hereof.

(c) Nothing contained herein shall prohibit any transfer of any ownership interest in the Entity itself provided that any transfer of greater than ten percent (10%) of the ownership interests in the Entity is disclosed to the Town Council in the next Auditor's Report or in correspondence sent to the Town Clerk in advance of the next Auditor's Report.

(d) If required for financing purposes, the Town shall consent to the transfer of Phases to separate affiliated urban renewal entities, subject to the Town Council's approval.

SECTION 8.02 Prohibitions

(a) The Entity hereby expressly covenants, warrants and represents that it shall not, without the prior written consent of the Town, in the Town's sole discretion, convey mortgage or transfer, all or a part of the Project Area so as to sever, disconnect or divide the Improvements from the Land.

SECTION 8.03 Subordination of Fee Title

It is expressly acknowledged, understood and agreed that the Entity has the right, subordinate to the lien, as a matter of law, of the Annual Service Charge, and to the rights of the Town hereunder, to encumber the fee title to the Project Area, including any Improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Financial Agreement.

SECTION 8.04 Operation of Project

At all times during the term of this Agreement, the Project Area, including any Improvements related thereto, shall be operated in accordance with all applicable laws.

SECTION 8.05 Collateral Assignment.

(a) It is expressly understood and agreed that the Entity has the right to encumber and/or assign the fee title to the Land and/or Improvements for purposes of (i) financing the design, development and construction of the Project, and (ii) permanent mortgage financing.

(b) The Town acknowledges that the Entity and/or its affiliates intend to obtain secured financing in connection with the acquisition, development and construction of the Project. The Town agrees that the Entity and or its affiliates may assign, pledge, hypothecate or otherwise transfer its rights under this Agreement and/or its interest in the Project to one or more secured parties or any agents therefore (each, a "**Secured Party**" and collectively, the "**Secured Parties**") as security for obligations of the Entity, and/or its

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affiliates, incurred in connection with such secured financing (collectively, the “**Security Arrangements**”). The Entity shall give the Town written notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such Notice waives any requirement of the Town hereunder to provide any notice of default or notice of intent to enforce its remedies under this Agreement to the Secured Parties.

(c) If the Entity shall default in any of its obligations hereunder, the Town shall give notice of such default to the Secured Parties and the Town agrees that, in the event such default is not waived by the Town or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the Town will provide the Secured Parties a reasonable period of time to cure such default, but in any event not less than fifteen (15) days from the date of such notice to the Secured Parties with regard to a failure of the Entity to pay the Annual Service Charge or Land Taxes and ninety (90) days from the date the Entity was required to cure any other default.

(d) In the absence of a default by the Entity, the Town agrees to consent to any collateral assignment by the Entity to any Secured Party or Secured Parties of its interests in this Agreement and to permit each Secured Party to enforce its rights hereunder and under the applicable Security Arrangement and shall, upon request of the Secured Party, execute such documents as are typically requested by secured parties to acknowledge such consent. This provision shall not be construed to limit the Town’s right to payment from the Entity, nor shall the priority of such payments be affected by the Secured Party exercising its rights under any applicable Security Arrangement.

(e) Notwithstanding anything to the contrary contained herein, and in addition to all other rights and remedies of Secured Parties set forth in this Agreement, the provisions of *N.J.S.A. 55:17-1 to -11* shall apply to this Agreement to protect the interests of any Secured Party.

ARTICLE IX
WAIVER

SECTION 9.01 Waiver

Either Party’s election of any remedy shall not be construed as a waiver of any other remedies available to that Party.

ARTICLE X
NOTICE

SECTION 10.01 Notice

Any notice required hereunder to be sent by any party to another party shall be sent to all other parties hereto simultaneously by certified or registered mail, return receipt requested, hand delivery, or reputable overnight delivery service for next business day delivery, as follows:

(a) When sent to the Entity, as the Entity as of the date hereof, it shall be addressed as follows:

David P. Romano, President
Ronetco Supermarkets, Inc.
1070 U.S. Hwy 46, Ste. 17
Ledgewood NJ 07852

With a copy to:

Alexis E. Lazzara, Esq.
Ronetco Supermarkets, Inc.
1070 U.S. Hwy 46, Ste. 17
Ledgewood NJ 07852
and

Laurie E. Meyers, Esq.
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive, Suite 900 Box 10
Woodbridge New Jersey 07095

(b) When sent to an Entity other than the Entity, it shall be addressed to such Entity's address as set forth in the tax records of the Town;

(c) If to the Town:

Thomas S. Russo, Jr., Town Manager
Town of Newton
39 Trinity Street
Newton, New Jersey 07860

With a copy to:

Douglas F. Doyle, Esq.
DeCotiis, Fitzpatrick, Cole & Giblin, LLP
61 South Paramus Road, Suite 250
Paramus, New Jersey 07652

ARTICLE XI
COMPLIANCE

SECTION 11.01 Statutes and Ordinances

The Entity hereby expressly agrees at all times prior to the expiration or other termination of this Financial Agreement to remain bound by the provisions of, this Agreement and the Tax Exemption Law. The Entity's failure to comply shall constitute a violation and breach of this Financial Agreement.

ARTICLE XII
CONSTRUCTION

SECTION 12.01 Construction

This Financial Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Financial Agreement to be drawn since counsel for both the Entity, as the Entity as of the date hereof, and the Town have combined in their review and approval of same.

ARTICLE XIII
INDEMNIFICATION

SECTION 13.01 Indemnification

It is hereby expressly acknowledged, understood and agreed that in the event the Town shall be named as party defendant in any action by reason of any breach, default or a violation by the Entity of any of the provisions of this Financial Agreement, the Entity shall indemnify and hold the Town harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including attorneys' fees and expenses) of every kind, character and nature arising directly out of or resulting from the breach, default or violation by the Entity or by reason of any breach, default or a violation of any of the provisions of this Financial Agreement or the Tax Exemption Law by the Entity, except for any misconduct by the Town or any of its officers, officials, employees or agents and the Entity shall defend the suit at its own expense. The Town shall be entitled to intervene in any such suit, and retain attorneys of its choosing, whether as party defendant or intervenor, the cost of such attorneys to be borne by the Entity in accordance with this Section.

ARTICLE XIV
DEFAULT

SECTION 14.01 Default

A default hereunder shall be deemed to have occurred if the Entity fails after any applicable notice and cure period to conform to the terms of this Financial Agreement or the Redevelopment Agreement, if applicable, it being hereby expressly acknowledged and understood by the parties hereto that in the event of a default by an Entity which default shall not otherwise be cured or remedied after notice in accordance with the terms of this Financial Agreement or the Redevelopment Agreement, if applicable, the Town may terminate the tax exemption granted herein and thereafter the tax exemption shall have no further force and effect and the Project Area and the Improvements shall thereafter be assessed and taxed according to the general law applicable to all other non-exempt property located within the Town.

SECTION 14.02 Cure Upon Default

Should the Entity be in default of any obligation under this Agreement, the Town shall notify the Entity in writing of said default. Said notice shall set forth with particularity the basis of said default. Except as otherwise limited by law, the Entity shall have ninety (90) days to cure any default (other than a default in payment of any installment of the Annual Service Charge in which case there shall be a ten (10) business day cure period after written notice). In the case of a default which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced, within the time periods set forth herein, the Entity shall have such additional time as reasonably necessary to remedy or cure such default provided that the Entity shall at all times act be acting with diligence, and in good faith, to remedy or cure such default as soon as practicable. Upon any default in the payment of the Annual Service Charge, , it being hereby expressly acknowledged by the Entity that there shall be a ten (10) business day cure period hereunder in the event of a default in payment of the Annual Service Charge after written notice, the Town shall have the right to proceed against the Project Area, including any Improvements related thereto, pursuant to any and all applicable provisions of law but in no event shall the Town bring any claim for damages other than any arrearages in payments due hereunder. Notwithstanding the foregoing, nothing under this Section shall impair the Town's rights or remedies under the Tax Sale Law.

SECTION 14.03 Remedies

In the event of a default of this Agreement by any of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, any party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Acts. In the event the Superior Court shall not entertain jurisdiction then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of

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said laws. Costs for said arbitration shall be paid by the non-prevailing party. In the event of a default on the part of the Entity to pay any installment of the Land Taxes or the Annual Service Charge required by Article IV hereof, the Town, in addition to its other remedies, specifically and without limitation, reserves the right to proceed against the Land and premises, in the manner provided by law, including without limitation, the Tax Sale Law, and any act supplementary or amendatory thereof. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the Town to proceed in the above-mentioned manner.

SECTION 14.04 Remedies Upon Default Cumulative; No Waiver

Subject to the provisions of Section 14.03 hereof and the other terms and conditions of this Agreement, all of the remedies provided in this Financial Agreement to the Town, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Financial Agreement shall deprive the Town of any of their remedies or actions against the Entity or the Project Area, including any Improvements related thereto, because of the Entity's failure to pay Land Taxes, the Annual Service Charge and/or any applicable municipal service charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charge or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges or other charges shall not be construed as a waiver of the right to proceed with an In Rem Foreclosure action consistent with the terms and provisions of the Tax Sale Law and this Agreement. In addition to all of its other rights and remedies, in the event of a default of this Financial Agreement after any applicable grace or cure period, the Town may terminate this Financial Agreement and the tax exemption granted herein shall immediately cease and shall have no further force and effect and the Project Area and the Improvements shall thereafter be assessed and taxed according to the general law applicable to all other non-exempt property located within the Town. In no event shall a claim for damages be brought against the Entity other than a claim for payments due hereunder.

ARTICLE XV
MISCELLANEOUS

SECTION 15.01 Conflict

(a) The parties agree that in the event of a conflict between the Exemption Application and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

(b) The parties agree that in the event of a conflict between the Redevelopment Agreement and this Financial Agreement, this Financial Agreement shall govern and prevail.

SECTION 15.02 Oral Representations

There have been no oral representations made by any of the parties hereto which are not contained in this Financial Agreement. This Financial Agreement, the Ordinance, the Exemption Application, and the Redevelopment Agreement constitute the entire agreement between the parties and there shall be no modifications thereto other than by a written instrument executed by the parties hereto and delivered to each of them. Notwithstanding anything contained herein to the contrary, no waiver of any rights granted hereunder and no modification or amendment to this Financial Agreement shall be effective, or otherwise have any force and effect without the express written consent of the parties hereto.

SECTION 15.03 Entity's Consent

The Entity hereby acknowledges, consents and agrees (a) to the amount of the Annual Service Charge and to the liens established in this Financial Agreement, (b) that it shall not contest the validity or amount of any such lien, but it reserves any rights against the Town for any actions not in conformity with this Financial Agreement or reasonably disputed between the parties, and (c) that its remedies shall be limited to those specifically set forth herein and otherwise provided by law.

SECTION 15.04 Financing Matters

The financial information required by the final paragraph of N.J.S.A. 40A:20-9 is set forth in the Exemption Application.

SECTION 15.05 Filing with Local Government Services

In accordance with N.J.S.A. 40A:20-12, upon execution of this Financial Agreement, the Town shall cause this Financial Agreement and the Ordinance to be filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State.

SECTION 15.06 Delivery to Tax Assessor

The Town Clerk shall certify to the Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that a Financial Agreement with an urban renewal entity, i.e., the Entity, for the development of the Project, has been entered into and is in effect as required by the Exemption Law. Delivery by the Town Clerk to the Tax Assessor of a certified copy of the Ordinance and this Financial Agreement shall constitute the required certification. Upon certification as required hereunder and upon the ASC Commencement Date for the Phase, the Tax Assessor shall implement the exemption and continue to enforce that exemption

without further certification by the Town Clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the Tax Assessor has been duly notified by the Town Clerk that the exemption has been terminated.

Further, within ten (10) Days following the later of the effective date of the Ordinance or the execution of the Financial Agreement by the Entity, the Town Clerk shall transmit a certified copy of the Ordinance and the Financial Agreement to the chief financial officer of Sussex County and to the Sussex County counsel for informational purposes.

SECTION 15.07 Amendments

This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the parties hereto. In the event that the Local Finance Board, in accordance with the Tax Exemption Law, specifically N.J.S.A. 40A:20-18, shall implement a financial plan that shall require modification of this Financial Agreement, the Town hereby expressly covenants, warrants and represents that it shall not approve any modification if such modification would alter, adjust, amend, revise or otherwise change (a) any Annual Service Charge due hereunder, or the calculation thereof or (b) the date on which any Annual Service Charge shall be due hereunder.

SECTION 15.08 Good Faith

In their dealings with each other, the parties agree that they shall act in good faith.

SECTION 15.09 Estoppel Certificate.

Within thirty (30) days following written request therefor by the Entity, or any mortgagee or other party having an interest in the Project, the Town shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the Town's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and/or the giving of notice would result in the occurrence of a default) or stating the nature of any default, and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a Default, it shall also state the manner in which such Default may be cured.

SECTION 15.10 Entire Document

All conditions in the Ordinance and the Exemption Application are incorporated in this Agreement and made a part hereof.

SECTION 15.11 Recording This entire Agreement will be filed and recorded with the Sussex County Clerk by the Entity at the Entity's expense.

SECTION 15.12 Counterparts

This Financial Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page is intentionally left blank – signature page to follow]

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

ATTEST:

ENTITY

NEWTON 213 URBAN RENEWAL, LLC

By: _____

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC
Town Clerk

By: _____
Helen R. Le Frois
Mayor

[SEAL]

TOWN OF NEWTON

ORDINANCE 2025-22

AN ORDINANCE TO ESTABLISH MINIMUM AND MAXIMUM SALARIES AND WAGES FOR OFFICERS AND EMPLOYEES OF THE TOWN OF NEWTON FOR CALENDAR YEAR 2026

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 2026 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. Employees at wage Level 9 serving in the position of Deputy Municipal Court Administrator may choose to be compensated with a stipend of \$60.00 in lieu of 2 hours compensatory time for each court related call-out with written certification.

Section 5. 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 that are 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 this Ordinance is for any reason held to be unconstitutional or invalid, such chapter, article, division, section, subsection, paragraph, sentence, clause, or provision shall not affect any 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 the rates of pay shall be adjusted on January 1, 2026 pursuant to this Ordinance.

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 24, 2025. 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 15, 2025, 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 2025-22
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	\$16.50	\$24.00	\$30,030	\$43,680	\$34,320	\$49,920	
2	\$17.00	\$25.00	\$30,940	\$45,500	\$35,360	\$52,000	
3	\$17.50	\$33.00	\$31,850	\$60,060	\$36,400	\$68,640	
4	\$18.00	\$35.00	\$32,760	\$63,700	\$37,440	\$72,800	
5	\$18.50	\$37.00	\$33,670	\$67,340	\$38,480	\$76,960	
6	\$19.00	\$39.00	\$34,580	\$70,980	\$39,520	\$81,120	
7	\$19.50	\$40.00	\$35,490	\$72,800	\$40,560	\$83,200	
8	\$20.00	\$50.00	\$36,400	\$91,000	\$41,600	\$104,000	
9	\$20.50	\$55.00	\$37,310	\$100,100	\$42,640	\$114,400	
10	\$21.00	\$60.00	\$38,220	\$109,200	\$43,680	\$124,800	
11			\$45,000	\$115,000	\$52,000	\$155,000	
12			\$50,000	\$120,000	\$65,000	\$170,000	
13			\$55,000	\$125,000	\$70,000	\$185,000	
14			\$70,000	\$150,000	\$85,000	\$195,000	
15			\$75,000	\$175,000	\$90,000	\$205,000	
16							\$500 - \$9,000
17							\$2,500 - \$10,000
18							\$3,000 - \$45,000
19							\$10,000 - \$75,000

**TOWN OF NEWTON
ORDINANCE 2025-22
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 #259-2025

December 15, 2025 "Appointment of Chirag D. Mehta, Esq. as the Town of Newton's Prosecutor for Calendar Year 2026"

WHEREAS, a need exists for a Municipal Prosecutor for calendar year 2026 as a professional service in accordance with N.J.S.A. 40A:11-5; 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.S.A. 40A:11-5(1)(a)(i);

WHEREAS, Chirag D. Mehta, Esq., has expressed an interest in serving as Newton's Prosecutor; and

WHEREAS, the Newton Chief Municipal Finance Officer certifies funding will be available in the 2026 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:

The Town Council of the Town of Newton hereby reappoints Chirag D. Mehta, Esq. of the Law Offices of Chirag D. Mehta LLC, as Municipal Prosecutor for the Town of Newton for calendar year 2026 in amount of \$31,620.00 per year, subject to the executed provisions of an Agreement for Professional Services between the Parties.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to Chirag D. Mehta, Esq., Sahil K. Kabse, 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 the regular meeting of said Governing Body conducted on Monday, December 15, 2025.

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 and Fredon Township through the shared court services agreement with respect to municipal matters, for calendar year 2026; and

WHEREAS, Chirag D. Mehta, Esq., has indicated that all such services will be rendered to the Town of Newton for the 2026 calendar year in the amount of \$31,620.00, 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 “required disclosure” 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 2026 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 2026.

2) The services to be rendered by Mr. Mehta shall be at a rate of \$31,620.00 annually, as Municipal Prosecutor for the Town of Newton and Fredon Township through the shared court services agreement. Separate agreements with payment terms for Mr. Mehta’s work for 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) There are times during the calendar year that the Alternate Municipal Prosecutor shall be required to fill in for the Prosecutor at said municipal court session(s). In those situations where such occurs, the Prosecutor shall be required to directly pay the Alternate Municipal Prosecutor the rate of Six Hundred

Fifty-Eight Dollars and Seventy-Five Cents (\$658.75), which represents the value of the Municipal Prosecutor's gross salary divided by the total number of Court sessions per year (48). The Municipal Prosecutor shall copy the Town Manager on all transmittal letters evidencing the payment of such amount(s) to the Alternate Municipal Prosecutor.

5) Political Contribution Disclosure. This contract has been awarded to Chirag D. Mehta, Esq., based on the merits and abilities of Chirag D. Mehta, 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.

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

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC, Municipal Clerk

Mayor

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

Date: _____

Chirag D. Mehta, Esq.



TOWN OF NEWTON

RESOLUTION #260-2025

December 15, 2025 "Appointment of John Grey, Esq., as the Town of Newton's Alternate Public Defender for Calendar Year 2026"

WHEREAS, Orlando R. Rodriguez, Esq., serving as the Town of Newton's Public Defender, has indicated an Alternate Public Defender may be needed occasionally by the Town of Newton during calendar year 2026; 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.S.A. 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 2026; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to John Grey, Esq., Orlando R. Rodriguez, Esq., Sahil K. Kabse, 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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

**RESOLUTION #260-2025 AND AGREEMENT FOR
PROFESSIONAL SERVICES**

ALTERNATE MUNICIPAL PUBLIC DEFENDER

WHEREAS, there exists a need for special counsel to be appointed as Alternate Municipal Public Defender to represent defendants before the Town of Newton Municipal Court for calendar year 2026; and

WHEREAS, John Grey, Esq. has agreed to perform the services of Alternate Municipal Public Defender at a rate of \$150.00 per client/per session, with an amount not to exceed \$1,050.00 per session, which the Newton Town Council deems fair and equitable for said professional services; and

WHEREAS, the payment of such fees for professional services will be paid directly to Mr. Grey by the Town Public Defender in the amount(s) set forth above; 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 Contract itself must be available for public inspection.

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 authority and agreement between the Town of Newton and John Grey, Esq., providing for his retention as Alternate Municipal Public Defender in and on behalf of the Town of Newton for calendar year 2026.
2. The services to be rendered by John Grey, Esq. shall be on a per defendant basis, on an as needed requirement, as sought by certain defendants when he replaces the Town Public Defender and is required to appear before the Newton Municipal Court, at a rate of \$150.00 per client/per session with an amount not to exceed \$1,050.00 per session. Said amount(s) shall be paid directly to Mr. Grey by the Town Public Defender.
3. This contract is awarded without competitive bidding as a “professional service”, in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, because John Grey, 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.A. 19:44A-1 et. seq.

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

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC, Municipal Clerk

, Mayor

I hereby acknowledge executing this duplicate Resolution and agree to be bound by its terms, covenants, and conditions for calendar year 2026.

Date: _____

John Grey, Esq.



TOWN OF NEWTON

RESOLUTION #261-2025

December 15, 2025 "Appointment of Orlando Rodriguez, Esq., as the Town of Newton's Public Defender for Calendar Year 2026"

WHEREAS, a need exists for a Public Defender for calendar year 2026 as a professional service in accordance with N.J.S.A. 40A:11-5; 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.S.A. 40A:11-5(1)(a)(i);

WHEREAS, Orlando Rodriguez, Esq., has expressed an interest in serving as Newton's Public Defender; and

WHEREAS, the Newton Chief Municipal Finance Officer certifies funding will be available in the 2026 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:

The Town Council of the Town of Newton hereby reappoints Orlando Rodriguez, Esq., as Public Defender for the Town of Newton for calendar year 2026 in amount of \$13,770.00 per year, subject to the executed provisions of an Agreement for Professional Services between the parties.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to Orlando Rodriguez, Esq., Sahil K. Kabse, 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 15, 2025.

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 and Fredon Township through the shared court services agreement with respect to municipal matters, for calendar year 2026; 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 **\$13,770.00**, 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” 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 2026 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 2026.
- 2) The services to be rendered by Orlando R. Rodriguez, Esq., shall be at a rate not to exceed

\$13,770.00 annually as Municipal Public Defender for the Town of Newton and Fredon Township through the shared court services agreement. Separate agreements with payment terms for Mr. Rodriguez's work for 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.A. 19:44A-1 et. seq.

4) There are times during the calendar year that the Alternate Public Defender shall be required to fill in for the Public Defender at said municipal court session(s). In those situations where such occurs, the Public Defender shall be required to directly pay the Alternate Public Defender One Hundred Fifty (\$150.00) Dollars per client, not to exceed One Thousand Fifty (\$1,050.00) Dollars per session, which represents the approximate value of the Public Defender's gross salary divided by the total number of Court sessions per year (12). The Public Defender shall copy the Town Manager on all transmittal letters evidencing the payment of such amount(s) to the Alternate Public Defender.

5) 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.

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

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC, Municipal Clerk

Mayor

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

Date: _____

Orlando R. Rodriguez, Esq.



TOWN OF NEWTON

RESOLUTION #262-2025

December 15, 2025 "Appointment of James Pomaco, Esq., as the Town of Newton's Alternate Municipal Prosecutor for Calendar Year 2026"

WHEREAS, Chirag D. Mehta, Esq., serving as the Town of Newton's Municipal Prosecutor, has indicated an Alternate Municipal Prosecutor may be needed occasionally by the Town of Newton during calendar year 2026; 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.S.A. 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 2026; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to James Pomaco, Esq., Chirag D. Mehta, Esq., Sahil K. Kabse, 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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

**RESOLUTION #262-2025 AND AGREEMENT FOR
PROFESSIONAL SERVICES**

ALTERNATE MUNICIPAL PROSECUTOR

WHEREAS, there exists a need for special counsel to be appointed as Alternate Municipal Prosecutor to fill in for the Municipal Prosecutor in the Town of Newton Municipal Court for calendar year 2026; and

WHEREAS, James Pomaco, Esq. has agreed to perform the services of Alternate Municipal Prosecutor at a rate of \$658.75 per session. The payment of said amount shall be made directly to Mr. Pomaco by the Municipal Prosecutor; 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 Contract itself must be available for public inspection.

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 authority and agreement between the Town of Newton and James Pomaco, Esq., providing for his retention as Alternate Municipal Prosecutor in and on behalf of the Town of Newton for calendar year 2026.
2. The services to be rendered by James Pomaco, Esq. shall be on a per Court session basis, on an as needed requirement, when he replaces the Municipal Prosecutor and is required to appear before the Newton Municipal Court, at a rate of \$658.75 per session. Said amount(s) shall be paid directly to Mr. Pomaco by the Municipal Prosecutor.
3. This contract is awarded without competitive bidding as a “professional service”, in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, because James Pomaco, 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.A. 19:44A-1 et. seq.

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

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC, Municipal Clerk

, Mayor

I hereby acknowledge executing this duplicate Resolution and agree to be bound by its terms, covenants, and conditions for calendar year 2026.

Date: _____

James Pomaco, Esq.



TOWN OF NEWTON

RESOLUTION #263-2025

December 15, 2025 "Authorize Remittance (Cancellation) of 2025 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 2025 for the total amount of \$26.62; and

WHEREAS, Tax Collector has determined that the taxes in the amount of \$26.62 for the tax year 2025 are uncollectible and are unable to be sold in the annual tax sale and the amount must be remitted (canceled);

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges the taxes for the year 2025 are uncollectible and must be remitted (canceled); and

BE IT FURTHER RESOLVED, the Tax Collector be authorized to remit (cancel) taxes for the year 2025 in the total amount of \$26.62.

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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #264-2025

December 15, 2025 "Authorizing the Sale of Brine Solution to Municipalities for Calendar Year 2026"

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, 2026 through December 31, 2026, 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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #265-2025

December 15, 2025 "Appointment of Debbie Danielson as Municipal Representative to the Sussex County Solid Waste Advisory Committee for 2026"

BE IT RESOLVED by the Town Council of the Town of Newton, Municipal Recycling Coordinator, Debbie Danielson, 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 Public Works Supervisor, Assistant Public Works Supervisor, or their 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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #266-2025

December 15, 2025 **“Appointment of Michael Awertschenko as Municipal Representative to the Sussex County Water Quality Policy Advisory Committee for 2026”**

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 2026 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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #267-2025

December 15, 2025 **“Designation of Public Agency Compliance Officer for Calendar Year 2026”**

BE IT RESOLVED, by the Town Council of the Town of Newton that Thomas M. Ferry, Chief Municipal Finance Officer for the Town of Newton, is hereby designated as the Public Agency Compliance Officer for the Town of Newton for 2026; 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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #268-2025

December 15, 2025 "Designate the Town Manager as the National Organization on Disability Representative for Calendar Year 2026"

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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #269-2025

December 15, 2025 "Authorize Refund Due a Water and Sewer Utility Account"

WHEREAS on July 1, 2022, the owner of 3 Walker Street applied to the LIWHAP program of the State of New Jersey for assistance with his water bill; and

WHEREAS, on March 4, 2023, the Utility Collector received \$3,360.81 from the State of New Jersey on behalf of the owner of 3 Walker Street; and

WHEREAS, on November 25, 2025, the Utility Collector was informed that a final water reading was needed for the sale of 3 Walker Street; and

WHEREAS, there remains a credit balance from the payment from the State of New Jersey on the account in the amount of \$1,492.30; and

WHEREAS, the State of New Jersey has requested a refund for the overpayment of \$1,492.30 which is currently on the account;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Water and Sewer Collector is hereby authorized to issue a refund in the amount of \$1,492.30 to Treasurer, State of New Jersey, 101 South Broad Street 5th Floor, PO Box 811, Trenton, NJ 08625-0806, attention Fidel Ekhelar.

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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #270-2025

December 15, 2025 "Authorize the Mayor to Conduct Ceremonial Proceedings from January 1, 2026 through the January 15, 2026 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, 2026 and the Town of Newton's reorganization meeting to be held at Noon on January 15, 2026; and

WHEREAS, the Mayor and Town Council wish to authorize the current Mayor Helen R. Le Frois 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 Helen R. Le Frois, and the current Deputy Mayor Matthew S. Dickson (if authorized by the current Mayor), to continue to conduct ceremonial proceedings as authorized and permitted for the period of January 1, 2026 through the Town of Newton's formal annual reorganization meeting at Noon on January 15, 2026.

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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #271-2025

December 15, 2025 **“Approval of the Execution of a Shared Services Agreement with Stillwater Township to Provide Animal Control Services for Calendar Year 2026”**

WHEREAS, the Township of Stillwater (“Stillwater”) wishes to obtain animal control services from the Town of Newton (“Newton”) for calendar year 2026; 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 for calendar year 2026; 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, 2026 through and including December 31, 2026; 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, 2026 through December 31, 2026.

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 15, 2025.

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 2nd day of December, 2025 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, 2026 and shall continue until December 31, 2026, 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 Thirteen Thousand (\$13,000.00) 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, 2026 through December 31, 2026 the payment schedule will be quarterly as follows:

January 1, 2026 - \$3,250.00

April 1, 2026 - \$3,250.00

July 1, 2026 - \$3,250.00

October 1, 2026 - \$3,250.00

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 in 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. ACO LEGAL REQUIREMENTS

- A. The ACO shall satisfy all statutory regulations, requirements, and rules governing animal control and ACOs including, but not limited to, applicable provisions of N.J.S.A. 4:19-15.1 to 15.33; N.J.S.A. 4:19-17 to 37; N.J.S.A. 26:4-78-95; N.J.A.C. 8:23A-2.1 to 2.8; and Municipal Animal Control in New Jersey, Best Practices (March 2018).
- B. The ACO will comply with all applicable valises control procedures and quarantine measures.
- C. The ACO will comply with Chapter 429 of the STILLWATER Township Code, entitled "Dogs and Other Animals", as same may be amended from time to time.
- D. The ACO will provide the Township Clerk with a copy of a current and valid ACO Certificate(s) issued by the State of New Jersey Department of Health and immediately advise STILLWATER and NEWTON as to any changes regarding eligibility to serve as an ACO in the State of New Jersey.
- E. The ACO will complete any additional education, training, and professional development required by the State of New Jersey and the Sussex County Department of Health for maintaining the current certification as an ACO.

16. 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.

17. 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.

18. 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.

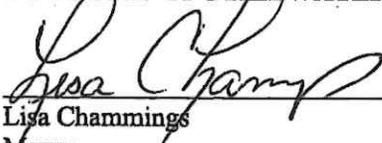
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:



Valerie Ingles, RMC
Municipal Clerk

TOWNSHIP OF STILLWATER



Lisa Chammings
Mayor

ATTEST:

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

Helen R. Le Frois
Mayor

Newton and Stillwater Animal Control Shared Services Agreement

Attachment "A"

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

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

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

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

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

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

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



TOWN OF NEWTON

RESOLUTION #272-2025

December 15, 2025 "Approve 2025 Appropriation Transfers"

BE IT RESOLVED, by the Town Council of the Town of Newton that the following 2025 appropriation transfers be approved effective this date:

CURRENT FUND 2025 BUDGET:

ACCOUNT	TO AMOUNT	ACCOUNT	FROM AMOUNT
Police – Other Expenses	9,000.00	Elections – Other Expenses	5,000.00
Recreation – Other Expenses	500.00	Planning and Zoning – Salaries and Wages	8,950.00
Statutory Expenditures – DCRP	4,950.00	Assessment of Taxes – Other Expenses	5,000.00
Buildings and Grounds – Other Expenses	3,000.00		
Town Manager – Other Expenses	1,500.00		
TOTAL	\$18,950.00	TOTAL	\$18,950.00

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 15, 2025.

 Teresa A. Oswin, RMC
 Municipal Clerk



TOWN OF NEWTON

RESOLUTION #273-2025

December 15, 2025 "Resolution to Accept the Sidewalk Improvements to Water Street (Route 206 and N.J.S.H. Route 94) Project as Complete"

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

WHEREAS, the Newton Town Council also adopted Resolution #273-2024, approving Change Order No. 1 for an increase in the amount of \$1,500.00 for a new contract total of \$164,206.00; and

WHEREAS, Harold E. Pellow, of Harold E. Pellow & Associates, Inc., recommends in his memo dated November 14, 2025, accepting the project as complete so the contractor can obtain his one (1) year maintenance bond;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, that it hereby concurs with Harold E. Pellow & Associates, Inc., recommendation and accepts the Sidewalk Improvements to Water Street (Route 206 and N.J.S.H. Route 94) Project as complete so the contractor can obtain his one (1) year maintenance bond.

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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

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

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

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

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

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

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

November 14, 2025

RECEIVED

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

NOV 20 2025

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

Town Manager

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

Dear Tom,

The above subject project has been completed, and I recommend the Town of Newton Council accept the project so the contractor can obtain his one (1) year maintenance bond.

Very truly yours,

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

HEP:mv
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\20-157 - WATER STREET IMPROVEMENTS (206 & 94 SIDEWALKS)\RUSSO9.DOC

Enclosures

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



TOWN OF NEWTON

RESOLUTION #276-2025

December 15, 2025 "Approval of the Execution of a Shared Services Agreement with Green Township to Provide Animal Control Services for Calendar Year 2026"

WHEREAS, the Township of Green ("Green") wishes to obtain animal control services from the Town of Newton ("Newton") for calendar year 2026; and

WHEREAS, the Town of Newton ("Newton") is willing to enter into a Shared Services Agreement with Green to provide the requested animal control services to Green for calendar year 2026; 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, 2026 through and including December 31, 2026; 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 Green to provide animal control services to Green for the Period of January 1, 2026 through December 31, 2026.

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 15, 2025.

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 Green, a body politic, with offices located at 150 Kennedy Road, Tranquility, NJ 07879.

WITNESSETH:

The Town of Newton (hereinafter referred to as "NEWTON") and the Township of Green (hereinafter referred to as "GREEN") (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, 2026 and continue until December 31, 2026, unless terminated sooner pursuant to Section Eight (8) below. The Parties may agree, in writing, to renew this Agreement at the expiration of its initial term. The terms of the Agreement may be renegotiated for the renewal term in accordance with the law. Notice of intent to renew must be provided no later than three (3) calendar months prior to the expiration of the initial term of this Agreement.

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

2.2 RESPONSIBILITY

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

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

2.3 SUPERVISION AND DIRECTION OF STAFF

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

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

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

2.4 DESIGNATION AS OFFICIALS

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

3. ACTIVITIES

3.1 ANIMAL SHELTER FACILITIES

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

3.2 SERVICES TO BE PERFORMED

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

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 GREEN.

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 GREEN.

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 GREEN and shall be available to testify in court in support of said summons. Court attendance for the ACO is compensated by NEWTON.

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

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

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

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

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

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

M. ACO to provide monthly reports and report/phone call log summary in writing to the Green Township Committee either via email to clerkadmin@greentwp.com or send copies via USPS.

3.3 PLACE OF OPERATION

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

4. ENFORCEMENT ACTIONS

GREEN 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 GREEN, 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 GREEN TOWNSHIP

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

5.2 QUARTERLY PAYMENTS BY GREEN TO NEWTON

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

B. "For the period of January 1, 2026 through December 31, 2026 the payment schedule will be quarterly as follows:

January 1, 2026 - \$3,250

April 1, 2026 - \$3,250

July 1, 2026 - \$3,250

October 1, 2026 - \$3,250

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

C. Failure by GREEN 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 GREEN 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 GREEN to facilitate performance of the services listed in Section 3.2 above. In general, performance by NEWTON which meets the requirements of Animal Control activities and the general standards for performance of this Agreement.

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

7. APPLICABLE LAW

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

8. TERMINATION EVENTS

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

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

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

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

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

9. INDEMNIFICATION

GREEN shall not be liable for any negligent, reckless, or intentional acts or omissions of NEWTON and NEWTON shall indemnify, defend, and hold GREEN harmless from all losses, injuries, or damage caused by the negligent, reckless, or intentional acts or omissions of NEWTON or any of its respective employees or independent contractors in rendering Animal Control services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third (3rd) person against GREEN 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 GREEN, GREEN will defend the Agreement and GREEN 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. GREEN 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 GREEN'S approval of this Agreement naming NEWTON as an additional insured. NEWTON will cause GREEN 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 GREEN, NEWTON personnel shall receive subject matter and specific information from GREEN. In addition, the Township Attorney of GREEN shall provide

legal advice, guidance, and representation to NEWTON personnel on specific matters pertaining to GREEN, 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 GREEN 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 GREEN 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 GREEN, GREEN shall amend their Ordinances to eliminate any such inconsistency.

15. ACO LEGAL REQUIREMENTS

- A. The ACO shall satisfy all statutory regulations, requirements, and rules governing animal control and ACOs including, but not limited to, applicable provisions of N.J.S.A. 4:19-15.1 to 15.33; N.J.S.A. 4:19-17 to 37; N.J.S.A. 26:4-78-95; N.J.A.C. 8:23A-2.1 to 2.8; and Municipal Animal Control in New Jersey, Best Practices (March 2018).
- B. The ACO will comply with all applicable valises control procedures and quarantine measures.
- C. The ACO will comply with Chapter 5 of the GREEN Township Code, entitled "Dogs and Other Animals", as same may be amended from time to time.
- D. The ACO will provide the Township Clerk with a copy of a current and valid ACO Certificate(s) issued by the State of New Jersey Department of Health and immediatly advise GREEN and NEWTON as to any changes regarding eligibility to serve as an ACO in the State of New Jersey.
- E. The ACO will complete any additional education, training, and professional development required by the State of New Jersey and the Sussex County Department of Health for maintaining the current certification as an ACO.

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.

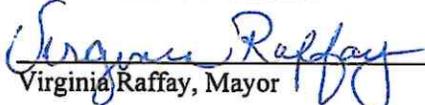
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:



Mark Zschack, RMC
Municipal Clerk

TOWNSHIP OF GREEN



Virginia Raffay, Mayor

ATTEST:

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

Helen R. Le Frois, Mayor

Newton and Green Animal Control Shared Services Agreement

Attachment "A"

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

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

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

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

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

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

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



TOWN OF NEWTON

RESOLUTION #277-2025

December 15, 2025 "Authorize Submission of a Strategic Plan for the Municipal Alliance for Grant Cycle July 2026-June 2031"

WHEREAS, the Governor's Council on Substance Use Disorder (GCSUD) established the Municipal Alliances for the Prevention of Substance Use Disorder in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth, and other allies in efforts to prevent substance use disorder in communities throughout New Jersey; and

WHEREAS, the Town Council of the Town of Newton, County of Sussex, State of New Jersey recognizes substance use disorder is a serious problem in our society amongst persons of all ages; and therefore has established a Municipal Alliance Committee; and

WHEREAS, the Town Council further recognizes it is incumbent upon not only public officials but upon the entire community to take action to prevent substance use disorder in our community; and

WHEREAS, the Town Council has applied for funding to the Governor's Council on Substance Use Disorder through the County of Sussex;

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

1. The Town Council does hereby authorize submission of a strategic plan for the Action Municipal Alliance grant for fiscal year 2027 in the amount of:
GCSUD GRANT FUND \$ 6,138.00
Cash Match \$ 1,534.50
In-Kind \$ 4,603.50
2. The Town Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Helen R. Le Frois, 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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #278-2025

December 15, 2025 "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 2024 and 2025 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 a regular meeting of said Governing Body conducted on Monday, December 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 12/15/2025 For bills from 11/25/2025 to 12/12/2025

Check#	Vendor	Description	Payment	Check Total
14570	4834 - ACE SERVICE GROUP	PO 67445 B: Generator Service/ Qtrly PM Service 2	1,000.00	
		PO 67445 B: Generator Service/ Qtrly PM Service 2	1,000.00	2,000.00
14571	4460 - ADS CONTRACTORS, LLC.	PO 64154 ADA RAMPS & SIGNAGE W. NELSON & DIVISION	849.64	849.64
14572	4460 - ADS CONTRACTORS, LLC.	PO 66043 LIBERTY/LINWOOD ADA RAMPS & XWALK SIGN	610.34	610.34
14573	5016 - ADVANCED FURNACE & AIR DUCT CLEANING	PO 69113 Duct Cleaning - Townhall/ Police/ Sewer	8,380.00	
		PO 69113 Duct Cleaning - Townhall/ Police/ Sewer	10,500.00	18,880.00
14574	2799 - AFLAC	PO 69082 Vol Ben - Disability, Hospital, Accident	2,631.34	2,631.34
14575	3897 - AMAZON CAPITAL SERVICES	PO 68972 ACO PHONE CASES #7873031	26.97	
		PO 68977 CENCOM SUPPLIES #8064244	427.42	
		PO 68989 Tablet protective case	65.01	
		PO 69019 Senior event decorations	97.35	
		PO 69020 Hot cups for Events	48.09	
		PO 69022 Senior Luncheon Prizes and Coffee urn fo	162.99	
		PO 69022 Senior Luncheon Prizes and Coffee urn fo	196.94	
		PO 69025 Disposable dishes/napkins - holiday lunc	42.98	1,067.75
14576	3897 - AMAZON CAPITAL SERVICES	PO 69025 Disposable dishes/napkins - holiday lunc	23.15	
		PO 69041 To go containers - events	8.39	
		PO 69041 To go containers - events	15.59	
		PO 69075 Books	14.23	
		PO 69075 Books	26.44	
		PO 69099 DB SUPPLIES #112-8371052-6615462	1,515.17	
		PO 69122 ACO/WATER TOWER	4,808.94	6,411.91
14577	3897 - AMAZON CAPITAL SERVICES	PO 69133 W/S SUPP'S	1,441.16	1,441.16
14578	3869 - AMERICAN FIDELITY ASSURANCE	PO 69057 NOV 2025 - Vol Benefits - LTD, Critical	573.86	573.86
14579	3868 - AMERICAN FIDELITY ASSURANCE COMPANY	PO 69056 FSA - Voluntary - NOV 2025	250.00	250.00
14580	4744 - APPRAISAL SYSTEMS INC.	PO 66972 2025 REASSESSMENT	10,000.00	10,000.00
14581	32 - B & R UNIFORM, INC.	PO 69073 GLISTA/ACADEMY	921.15	921.15
14582	5010 - BD TOOLS	PO 69036 Mini-Ductor Venom HP Deluxe	1,075.00	1,075.00
14583	3355 - BRAEN STONE SPARTA	PO 67601 B: Asphalt Disposal/ Mason Avenue	403.26	
		PO 67601 B: Asphalt Disposal/ Mason Avenue	9,331.74	
		PO 67601 B: Asphalt Disposal/ Mason Avenue	36.89	9,771.89
14584	300 - BRIGTSPEED	PO 66931 B: WOODSIDE AVE PS A/C #3010395888 @ \$42	85.24	85.24
14585	300 - BRIGTSPEED	PO 66999 B: LOCAL PHONE SVC A/C #310115975	1,927.51	
		PO 66999 B: LOCAL PHONE SVC A/C #310115975	1,200.00	3,127.51
14586	702 - C W A LOCAL 1032	PO 69055 Police Dispatch Dues - NOV 2025	255.71	255.71
14587	4706 - CARLUCCI, MICHAEL	PO 67016 B: MUNICIPAL JUDGE (N \$40,205.00 + G \$3,	3,800.49	3,800.49
14588	77 - CCP INDUSTRIES, INC.	PO 69100 Jackets/ New Employees Cust #53794	236.85	236.85
14589	3770 - CINTAS	PO 67252 B: Water Filtration/Cooler/Cleaning (J-D	135.00	
		PO 67252 B: Water Filtration/Cooler/Cleaning (J-D	45.00	180.00
14590	3770 - CINTAS	PO 67343 B: FIRST AID SUPPLIES DPW/WS/TH Jan - De	203.35	203.35
14591	3770 - CINTAS	PO 67971 B: Uniforms DPW & WS/ Paper Supplies/ Ma	347.65	
		PO 67971 B: Uniforms DPW & WS/ Paper Supplies/ Ma	1,437.00	1,784.65
14592	1632 - COOPER ELECTRIC SUPPLY CO.	PO 68252 B: TH LIGHTS ACCT #25723	86.73	86.73
14593	5005 - CORELOGIC TAX	PO 69002 TAX OVERPAYMNET REFUNDED RESO #256-2025	2,439.72	2,439.72
14594	2639 - COUNTY OF SUSSEX	PO 69001 4th qtrr Pilots due Cty, Thor, RPM, & WS	16,862.21	16,862.21
14595	155 - COYNE CHEMICAL CORP., INC.	PO 67162 B: Sodium Bisulfite 38% @ \$.5833/lb - Ja	1,511.76	
		PO 67163 B: CP-837 ZINC @ \$1.8344/lb - Jan 1, 202	1,359.62	2,871.38
14596	4827 - CTS LANGUAGE LINK	PO 69077 PD LANGUAGE SERVICES	21.38	
		PO 69120 B: Interpretation Services - June Court	6.61	27.99
14597	3462 - D'ANNIBALE, JOSEPH	PO 69070 HOTEL & PARKING REIMBURSEMENT	283.07	283.07
14598	4525 - DISA GLOBAL SOLUTIONS	PO 69032 Yearly MVR's - Pre-Employment Screening	1,656.80	1,656.80
14599	419 - DUKE'S ROOT SERVICE, INC.	PO 69069 ROOT CONTROL - Jet Power 2	175.00	175.00
14600	3000 - ELAN FINANCIAL SERVICES	PO 68883 CHANNEL 12 ADS	3,000.00	
		PO 68930 DEP APPLICATION FEE	1,212.76	4,212.76
14601	4895 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	PO 68961 Stormwater Software Subscription #674778	1,086.00	1,086.00
14602	676 - EQUITABLE	PO 69081 Equitable - Def Comp - Dec 4, 2025	7,310.00	7,310.00
14603	4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC.	PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	598.00	
		PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	7,163.00	7,761.00
14604	4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC.	PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	949.00	949.00
14605	4653 - FATHER JOHNS	PO 68971 TRANSFER FEE	90.00	
		PO 69089 SPAY/NEUTER	210.00	300.00

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Check#	Vendor	Description	Payment	Check Total
14606	225 - FEDERAL EXPRESS	PO 67078 B: EXPRESS MAILINGS acct #1344-0525-2	63.46	63.46
14607	4747 - FF1 APPARATUS LLC	PO 69060 FIRE ENG SVC CALLS FIRE #1	2,516.18	2,516.18
14608	807 - FRANK SEMERARO CONSTRUCTION, INC.,	PO 67262 B: LEAK DETECTION	2,800.00	2,800.00
14609	3318 - FREDON ANIMAL HOSPITAL	PO 69028 VETERINARY SERVICES	261.40	261.40
14610	373 - GALLS, LLC	PO 68826 CROSSING GUARD COATS Quote #30830438	335.31	335.31
14611	4724 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 66987 B: ADVERTISING ACCT #704136	88.97	88.97
14612	200 - GARDEN STATE LABORATORIES INC	PO 69064 WASTE & DRINKING WATER ANALYSIS Sept/Oct	4,846.00	4,846.00
14613	4384 - GIBBONS P.C.	PO 69097 2025 NJIB	7,111.17	7,111.17
14614	4506 - GLENN C KIENZ	PO 67011 B: 2025 PLANNING BOARD ATTORNEY (800/MNT	800.00	800.00
14615	4398 - GLOBAL RECYCLING SOLUTIONS LLC	PO 67207 B: Recycling Collection: Jan to Dec 2025	1,067.83	1,067.83
14616	4558 - GOVERNMENT FORMS & SUPPLIES	PO 68603 Dog / Cat Tags for 2025 cust #667642	211.00	211.00
14617	2313 - GRAVITY DESIGN WORKS, INC.	PO 68994 Town Seal/ 2 sets	125.00	125.00
14618	4912 - HARBOR FREIGHT	PO 68993 Rotary Hammer with chisel attachments	351.95	351.95
14619	3804 - HAYDEE BALLESTER	PO 67010 B: COURT TRANSLATION	150.00	150.00
14620	230 - HAYEK'S MARKET INC.	PO 68980 Refreshments for Work Event	6.63	
		PO 68980 Refreshments for Work Event	12.32	
		PO 69021 12/01/25 - Working lunch	43.57	
		PO 69026 12/10/25 - Staff/Safety/Admin Breakfast	134.07	
		PO 69026 12/10/25 - Staff/Safety/Admin Breakfast	248.98	445.57
14621	4337 - HFE SERVICES LLC	PO 67297 B: COMPUTER TECH IT SVC'S (NOT TO EXC	809.08	
		PO 67297 B: COMPUTER TECH IT SVC'S (NOT TO EXC	674.54	1,483.62
14622	3876 - HOLLAND COMPANY, INC.	PO 67158 B: EPIC 2400 (\$149,000 @ \$5.71/Gal) Jan	11,494.23	11,494.23
14623	4679 - HOLMES JAMES	PO 68796 Senior lunch music	75.00	75.00
14624	1866 - HOME DEPOT, INC.	PO 68975 DB FRIDGE	229.00	
		PO 68990 GIFT CARDS CHRISTMAS LIGHTS WINNERS	225.00	
		PO 69104 Supplies	1,506.41	
		PO 69104 Supplies	798.97	2,759.38
14625	1866 - HOME DEPOT, INC.	PO 69105 Misc Spls/ DPW/ Water	3,987.08	
		PO 69105 Misc Spls/ DPW/ Water	1,379.63	
		PO 69105 Misc Spls/ DPW/ Water	155.33	5,522.04
14626	1345 - IACP - MEMBERSHIP	PO 68976 MEMBERSHIP - CHIEF OF POLICE	220.00	220.00
14627	3668 - IHEARTMEDIA + ENTERTAINMENT INC.	PO 69012 Advertising/Marketing - Holiday Season	2,862.41	2,862.41
14628	69 - INST FOR FORENSIC PSYCHOLOGY, INC.	PO 69072 PSYC EVAL FOR CANDIDATE	550.00	550.00
14629	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 69126 NOV PLANNER	310.00	
		PO 69126 NOV PLANNER	5,290.00	
		PO 69126 NOV PLANNER	852.50	
		PO 69127 November fees	662.50	
		PO 69131 November services	300.00	7,415.00
14630	5002 - JACK IANNUZZI	PO 69005 EXEMPT VET REFUND RESO #253-2025	1,361.73	1,361.73
14631	1271 - JCI JONES CHEMICALS, INC	PO 67156 B:Liq Gas Sulfer Dioxide (\$17,000 @ \$1.6	1,834.04	
		PO 67157 B: LIQUID CHLORINE/GAS (\$350 PER Cyl @15	2,480.21	4,314.25
14632	5004 - JERRMICHAEL CANSON	PO 69003 EXEMPT VET REFUND RESO #251-2025	2,549.66	2,549.66
14633	113 - JERSEY CENTRAL POWER & LIGHT, INC.	PO 66993 B: ELECTRIC BLDG'S & STREET LIGHTING	8,385.81	8,385.81
14634	3772 - JK HVAC SERVICE, LLC.	PO 69063 Heating Issues/ Townhall/ SUPP ORD 24-11	775.65	
		PO 69108 Heating Issues/ Dispatch/ WTP/ Firehouse	2,531.98	
		PO 69108 Heating Issues/ Dispatch/ WTP/ Firehouse	2,558.25	5,865.88
14635	1453 - JMP SECURITY LLC	PO 69014 KEYS	234.70	234.70
14636	3644 - JOHNNY ON THE SPOT, LLC.	PO 67250 B: PORT-A-JOHNS TWN EVENTS	567.00	567.00
14637	3644 - JOHNNY ON THE SPOT, LLC.	PO 67387 B: PORT-A-JOHNS/ PARKS	1,703.98	1,703.98
14638	3644 - JOHNNY ON THE SPOT, LLC.	PO 69121 Porta John Rentals	1,508.81	1,508.81
14639	5003 - KENNETH PELKA	PO 69004 EXEMPT VET REFUND RESO #252-2025	1,769.70	1,769.70
14640	2427 - KEY-TECH, INC.	PO 69059 CORE SAMPLING DOUMA & CT VALLEY VIEW CT	2,010.00	2,010.00
14641	4779 - KNOX ASSOCIATES INC	PO 69031 KEY ASYMMETRIC QUOTE #70913	1,645.00	1,645.00
14642	4658 - LAW OFFICE OF ORLANDO R RODRIGUEZ, LLC.	PO 67014 B: 2025 PUBLIC DEFENDER ((N \$13,500. G \$	1,125.00	
		PO 67014 B: 2025 PUBLIC DEFENDER ((N \$13,500. G \$	183.39	1,308.39
14643	4668 - LAW OFFICES OF CHIRAG D. MEHTA, LLC.	PO 67015 B: PROSECUTOR (N \$31,000 G \$2,250 F \$1,5	2,921.09	2,921.09
14644	2848 - LEYMAN ROY	PO 67123 Prescription Safety Glasses/ Work Jacket	400.00	400.00
14645	2848 - LEYMAN ROY	PO 67494 BOOT ALLOWANCE 2025 Contractual	275.00	275.00
14646	391 - LOU'S GLASS & TRUCK ACCESSORIES LLC	PO 69115 Warning Lights/ Safety Devices	5,310.00	5,310.00
14647	2300 - LOWE'S , INC.	PO 68986 Holiday decor - ACO Building	113.96	
		PO 68986 Holiday decor - ACO Building	217.17	
		PO 69013 Holiday Decor - Town Hall	1,316.16	

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		PO 69074 Holiday Decor - Town Hall	75.92	
		PO 69088 COOLER CHRISTMAS TREE LIGHTING	56.96	
14648	2300 - LOWE'S , INC.	PO 69095 DPW/ Water/ TH Spls Nov-Dec	118.63	1,898.80
		PO 69095 DPW/ Water/ TH Spls Nov-Dec	387.62	
		PO 69095 DPW/ Water/ TH Spls Nov-Dec	195.68	
		PO 69101 Pool Supplies	498.01	1,081.31
14649	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 67253 B: Liq Sodium Hypochlorite (\$29,250 @ \$3	2,145.00	2,145.00
14650	3308 - MASON-WILLIAMS, KIMBERLY	PO 68991 GIFT CARDS GINGERBREAD HOUSE WINNERS	75.00	75.00
14651	4381 - MID-AMERICAN ELEVATOR CO., INC.	PO 67237 B: ELEVATOR MAINT (TH & POLICE) Jan - De	1,570.00	1,570.00
14652	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 69062 Vehicle Battery Pack	499.32	499.32
14653	116 - New Jersey Herald	PO 68326 ANNUAL SUBSCRIPTION ACCT #QQ1485970	30.00	30.00
14654	4977 - NEW WAVE ENERGY, LLC.	PO 69096 NATURAL GAS -OCT #ACCT #50408	1,490.06	
		PO 69096 NATURAL GAS -OCT #ACCT #50408	778.88	2,268.94
14655	170 - NEWTON BOARD OF EDUCATION	PO 68241 SCHOOL TAX (JULY-DEC) 2025 -	1,178,478.34	1,178,478.34
14656	700 - NEWTON PATROLMANS ASSOCIATION	PO 69054 PBA DUES - NOV 2025	900.00	900.00
14657	1745 - NEWTON SUPERIOR OFFICERS	PO 69053 SOA DUES - NOV 2025	480.00	480.00
14658	2456 - NIELSEN FORD	PO 69065 TRUCK # 5/ Tube CUST #2252	243.83	243.83
14659	2835 - NJMEBF	PO 69080 MEDICAL/DENTAL - DECEMBER 2025	48,703.70	
		PO 69080 MEDICAL/DENTAL - DECEMBER 2025	178,417.30	
		PO 69080 MEDICAL/DENTAL - DECEMBER 2025	34,800.00	261,921.00
14660	4681 - NORTHEAST COMMUNICAITONS INC.	PO 68973 TAILLIGHT REINSTALL CAR #18	300.00	300.00
14661	2882 - ONE CALL CONCEPTS, INC.	PO 66986 B: ONE CALL MESSAGES	401.20	401.20
14662	4383 - OPTIMUM	PO 66998 B: DIGITAL CONVERTERS & DTA'S	100.85	100.85
14663	5017 - PA DEPT DOT	PO 69107 Toll Violations	10.19	10.19
14664	5015 - PARKHURST DISTRIBUTING CO., INC.	PO 69129 Pump - Effluent	1,462.80	1,462.80
14665	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 67006 B: SLUDGE DISPOSAL A/C #12701 (\$107	6,237.00	6,237.00
14666	4656 - PAULUS, SOKOLOWSKI & SARTOR LLC	PO 65709 MORRIS LK BLOWOFF DAM	2,798.75	
		PO 66247 SCADA/PLC REPLACEMENT PROJECT	9,449.65	
		PO 66876 SAND FILTER REHAB SAND FILTER	3,440.00	
		PO 66979 B: ALTERNATE SEWER ENGINEER	1,350.00	
		PO 67620 WWTP GENERATOR REPLACEMENT PROJECT BID &	1,435.00	
		PO 68209 PUMP STATION CONSOLIDAITON	2,255.00	20,728.40
14667	64 - FELLOW, HAROLD & ASSO, INC.	PO 65388 FIRE HOUSE #1 RENOVATIONS ENGINEERING	145.00	
		PO 66977 B: WATER ENGINEER (not to exceed \$55,000	2,646.25	
		PO 69119 OCT ENGINEERING	4,028.55	
		PO 69119 OCT ENGINEERING	2,538.35	
		PO 69119 OCT ENGINEERING	680.00	10,038.15
14668	64 - FELLOW, HAROLD & ASSO, INC.	PO 69119 OCT ENGINEERING	12,324.30	
		PO 69123 October services	106.75	
		PO 69124 October services	18.50	
		PO 69125 October Services	761.25	
		PO 69128 October services	507.50	
		PO 69130 October fees	145.00	13,863.30
14669	4204 - PLANET NETWORKS INC.	PO 66996 B: PHONE SYSTEM HOSTING/INTERNET/LICENSE	2,766.05	
		PO 67256 B: Internet Access: Jan - Dec 2025- DPW	899.70	
		PO 69109 Water Sewer Building Phone Lines	629.65	4,295.40
14670	4126 - PROFESSIONAL CONSULTING INC.	PO 69116 SEWER ENGINEER -NOV	413.50	
		PO 69116 SEWER ENGINEER -NOV	29,440.00	29,853.50
14671	4273 - QUADIANT INC.	PO 68996 INK CART POSTAGE MACH IX3-5-7 HI CAP Se	214.70	214.70
14672	251 - R.S. PHILLIPS STEEL LLC	PO 69111 Recycling Center Steel/ Information	453.44	453.44
14673	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 67008 B: GAS ACCT #40382	4,377.64	4,377.64
14674	4203 - RAPID PUMP	PO 67604 B: Sewer Utility Qtrly Service Inspectio	23,000.00	
		PO 67605 B: Water Utility Qtrly Service Inspectio	3,500.00	
		PO 69067 Service Calls/ WWTP	18,379.10	
		PO 69068 Service Calls/ WTP	10,575.55	
		PO 69078 Replace Two - Mercoid Pressure Switches	3,910.00	59,364.65
14675	4425 - Reliance Standard Life Insurance Co	PO 69048 FIRE ACC/LIFE INS - Dec 2025	217.26	217.26
14676	4809 - RIVERVIEW PAVING, INC.	PO 66046 MILLING & PAVING DOUMA VALLEY VIEW & BAB	533.51	533.51
14677	1872 - RR DONNELLEY	PO 68643 Vital Statistic Safety Paper cust #1960	106.50	
		PO 68998 Certified Paper for Registrar	213.00	319.50
14678	61 - S K OFFICE SUPPLY INC.	PO 66985 B: SHREDDING	70.00	70.00
14679	3660 - SCHENCK, PRICE, SMITH, & KING, LLP	PO 66976 B: TAX APPEAL ATTORNEY & SPECIAL CONFLIC	6,460.65	6,460.65

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14680	126 - SCMUA	PO 66990 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	548.91	
		PO 66990 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	1,354.05	1,902.96
14681	4830 - SEARCH GEEK SOLUTIONS LLC	PO 67759 SEO Plan - Implementation and monthly se	1,416.67	1,416.67
14682	3134 - SHOP RITE, INC.	PO 69008 Refreshments for Work Event	19.49	
		PO 69008 Refreshments for Work Event	10.50	
		PO 69024 Supplies/prizes for Senior Lunch	215.72	
		PO 69087 CHRISTMAS TREE LIGHTING SUPP'S	149.61	
		PO 69098 12/12 - Holiday Party - refreshments	19.37	
		PO 69098 12/12 - Holiday Party - refreshments	35.96	450.65
14683	5011 - SPINELLI, LISA	PO 69085 Dec 16 art supplies senior	126.59	126.59
14684	2257 - STAPLES	PO 68152 B: PD OFFICE SUPPLIES	594.63	
		PO 68997 Clerk Office Supplies	500.77	
		PO 69061 Office Supplies:	1,499.83	2,595.23
14685	5014 - STATE OF FLORIDA DOT	PO 69106 Toll Pass for DPW Trucks	20.00	20.00
14686	146 - STATE OF NEW JERSEY - PWT	PO 69058 4TH QUARTER WATER TAX	549.50	549.50
14687	4976 - STERICYCLE INC	PO 68485 Shred Event October 11, 2025 CUST #10003	1,832.60	1,832.60
14688	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 66970 B: SEWER ENGINEER	2,807.50	
		PO 67621 SPARTA AVE PUMP STATION TOPOGRAPHIC SURV	291.15	
		PO 67622 MORRIS LK WTP CLEARWELL & HIGH ST WATER	8,356.25	
		PO 67623 MORRIS LK CHEM RM REHAB & SCADA IMPROVEM	881.25	
		PO 67632 CONVEYANCE STSTEM IMPROVEMENTS PHASE i S	13,735.00	
		PO 67835 WWTP GENERATOR IMPROVEMENTS NJIB REPORTI	417.50	
		PO 67925 MERRIAM AVE & SUSSEX ST PUMP STATION CON	436.25	
		PO 67938 SPARTA AVE PUMP STATION NJIB REPORTING	1,162.50	28,087.40
14689	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 67939 DIGESTER NJIB REPORTING	1,153.75	
		PO 68041 B: ENGINEERING DESIGN MOORES BROOK [F	7,347.10	
		PO 68375 SRF PROJECT PRIORITIZAITON SERVICES	3,162.50	11,663.35
14690	2056 - SUBURBAN PROPANE, LP.	PO 67936 B: Propane	699.86	699.86
14691	3442 - SUNLIGHT GENERAL	PO 66992 B: ELECTRIC DPW/STP	612.29	
		PO 66992 B: ELECTRIC DPW/STP	301.68	913.97
14692	102 - SUSSEX CAR WASH INC	PO 66983 B: CAR WASHES	180.00	180.00
14693	2561 - SUSSEX COUNTY CHAMBER OF COMMERCE	PO 69006 SC Membership Renew acct #2898	127.75	
		PO 69006 SC Membership Renew acct #2898	237.25	
		PO 69033 Sponsorship of Business After Hours even	400.00	
		PO 69118 Women in Business - Cookie Event ACCT #2	22.75	
		PO 69118 Women in Business - Cookie Event ACCT #2	12.25	800.00
14694	229 - SUSSEX COUNTY ECONOMIC	PO 69007 Sponsorship of Mayors Reception & Econom	87.50	
		PO 69007 Sponsorship of Mayors Reception & Econom	162.50	250.00
14695	2310 - SUSSEX COUNTY ENGINEERING DIVISION	PO 69045 2025 SIGNAL MAINTANCE SHARED SERVICE AGR	592.84	
		PO 69047 Recycling Signage	85.14	677.98
14696	130 - SUSSEX COUNTY P & H, INC.	PO 67136 B: PLUMBING SUPPLIES 2025	71.95	71.95
14697	2479 - TAYLOR OIL CO., INC.	PO 67007 B: DIESEL ACCT #01-0062714	2,995.54	2,995.54
14698	3404 - TEAM LIFE, INC.	PO 68981 AED LITHIUM BATTERY Quote #21787	1,158.00	1,158.00
14699	4973 - TEAM TWENTY THREE LLC	PO 68917 B: CONSULTING HOMELESSNESS TASK FORCE	3,200.00	3,200.00
14700	4278 - TEXAS LIFE INSURANCE COMPANY	PO 69052 Life Insurance - NOV 2025	35.45	35.45
14701	3851 - THE CANNING GROUP, LLC.	PO 67013 B: 2025 QPA ANN \$9,000	637.50	
		PO 67013 B: 2025 QPA ANN \$9,000	112.50	750.00
14702	2781 - THE CHILLA BUSINESS COUNSEL	PO 66980 B: LABOR ATTORNEY (\$170/HR NOT TO EXCE	3,053.50	3,053.50
14703	4844 - Thomas M. Ferry	PO 68974 REIMB TOLLS PARKING CLEANING CONVENTION	41.86	41.86
14704	2675 - TIRE KING, INC.	PO 69117 Loader TIRE/ Repair and Road Call	236.00	236.00
14705	2880 - TRACTOR SUPPLY	PO 69010 ACO SUPPLIES	169.25	169.25
14706	691 - TRANS WORLD ASSURANCE CO.	PO 69051 TWA - Voluntary Life - NOV 2025	400.00	400.00
14707	4013 - TRANSUNION ALTERNATIVE RISK & DATA,	PO 69027 ONLINE INVESTIGATION SERVICE acct #7971	125.00	125.00
14708	4719 - TREASURER, STATE OF NEW JERSEY	PO 69000 REFUND LIWHAP PROGRAM PRIOR YR REV	1,492.30	1,492.30
14709	1151 - TREASURER, STATE OF NEW JERSEY	PO 69112 SITE REMEDIATION PERMIT FEE 11/28/2025 -	2,540.00	2,540.00
14710	219 - TRI-STATE RENTALS, INC.	PO 69016 SISSOR LIFT RENTAL & POP CORN MACH RENTA	529.99	529.99
14711	4767 - TROJAN TECHNOLOGIES CORP	PO 68510 WTP CONVERSION TO ETHERNET PLC MESSAGING	13,560.00	13,560.00
14712	4152 - UNITED SITE SERVICES, INC	PO 67004 B: SLUDGE REMOVAL STP A/C #74732 (\$1	11,365.20	
		PO 67005 B: CHEMICAL WASTE REMOVAL WTP A/C #7473	498.33	11,863.53
14713	1257 - UNUM LIFE/DISABILITY INSUR	PO 69050 UNUM - Voluntary - LTD - NOV 2025	906.81	906.81
14714	2716 - UPSEU LOCAL 424J	PO 69049 DPW - Monthly Dues - NOV 2025	756.00	756.00
14715	718 - US POSTAL SERVICE	PO 69038 PREPAID POSTAGE ENVELOPES	818.90	

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14716	1739 - VERIZON CONNECT	PO 69038 PREPAID POSTAGE ENVELOPES	1,475.50	2,294.40
14717	1280 - VERIZON WIRELESS, INC.	PO 69017 VEHICLE TRACKING ACCT #100000172484	909.60	909.60
		PO 66991 B: CELL PHONE ACCT #882571077-0001	1,739.56	
		PO 66991 B: CELL PHONE ACCT #882571077-0001	321.10	2,060.66
14718	2635 - W.B. MASON, INC.	PO 68978 Envelopes	4.77	
		PO 68978 Envelopes	8.87	
		PO 68999 Toner for Registrar ACCT #C1329496	146.96	
		PO 69076 Calender cust #c1329496	20.38	180.98
14719	633 - WEIS MARKETS, INC.	PO 67204 B: Refreshments	609.87	
		PO 69009 ACO SUPPLIES	51.76	
		PO 69023 Senior Luncheon supplies/prizes	276.00	
		PO 69042 SHELTER SUPPLIES	51.96	
		PO 69086 senior lunch supplies	85.02	1,074.61
TOTAL				1,921,331.89

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-192-08-200-000	TOTAL G: OTHER SPECIAL ITEMS OF REVENUE			7,587.67	
01-194-08-100-000	TOTAL MISC REVENUE NOT ANTICIPATED			9,274.54	
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	2,074.67			
01-201-20-105-200	HUMAN RESOURCE - OTHER EXPENSES	1,658.97			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	2,222.51			
01-201-20-130-200	FINANCE ADMINISTRATION - OTHER EXPENSES	41.86			
01-201-20-150-200	ASSESSMENT OF TAXES - OTHER EXPENSES	10,000.00			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	19,260.74			
01-201-20-165-200	ENGINEERING - OTHER EXPENSES	2,758.00			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	6,523.00			
01-201-21-181-200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	637.50			
01-201-23-210-200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	217.26			
01-201-23-220-300	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	178,417.30			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	8,664.14			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	505.29			
01-201-25-252-200	EMERGENCY MANAGEMENT - OTHER EXPENSES	65.01			
01-201-25-255-200	FIRE DEPARTMENT - OTHER EXPENSES	1,128.01			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	13,306.25			
01-201-26-298-200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	4,916.84			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	1,910.01			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	21,494.78			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	4,939.33			
01-201-27-330-200	BOARD OF HEALTH - OTHER EXPENSES	3,817.35			
01-201-27-331-200	OCCUPATIONAL HEALTH - OTHER EXPENSES	41.40			
01-201-28-370-200	RECREATION - OTHER EXPENSES	95.38			
01-201-28-371-200	SWIMMING POOL - OTHER EXPENSES	498.01			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	1,395.32			
01-201-30-420-200	CELEBRATION OF PUBLIC EVENTS - OE	1,297.62			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	22,971.14			
01-201-32-465-200	RECYCLING TAX (PL2007 c.311)O/S CAP	15.39			
01-201-42-107-100	INTERLOCAL - FREDON TWP COURT	3,802.57			
01-201-42-108-100	INTERLOCAL - GREEN TWP COURT	518.81			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	156.61			
01-201-44-900-000	CAPITAL IMPROVEMENTS - OTHER EXPENSES	781.80			
01-203-20-175-200	(2024) HISTORIC COMMISSION - OTHER EXPENSES		300.00		
01-203-26-290-200	(2024) ROAD REPAIR & MAINT - OTHER EXPENSES		610.34		
01-203-28-375-200	(2024) PARKS & PLAYGROUNDS - OTHER EXPENSES		542.28		
01-205-55-000-000	TAX OVERPAYMENTS			8,120.81	
01-207-55-000-000	DUE NEWTON BOE - SCHOOL TAX PAYABLE			1,178,478.34	
01-260-05-100	DUE TO CLEARING			0.00	1,521,046.85

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
TOTALS FOR	CURRENT FUND	316,132.87	1,452.62	1,203,461.36	1,521,046.85
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			14,876.58	
02-260-05-100	Due to Clearing			0.00	14,876.58
TOTALS FOR	STATE AND FEDERAL GRANTS	0.00	0.00	14,876.58	14,876.58
04-118-04-000-003	DOT REC - DOUMA DR,CT;VALLEY V CT;BABBIT CT			2,010.00	
04-215-55-908-000	ORD 2022-13 SIDEWALKS RT 206/WATER ST			455.00	
04-215-55-913-000	ORD 22-21 amendORD 20-10 MEM PK ORD 23-2 NJIB			7,347.10	
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			849.64	
04-215-55-925-000	ORD 2024-4 FIRE HOUSE 1 RENOVATIONS			145.00	
04-215-55-926-000	ORD 2024-11 VAR CAP IMP			678.51	
04-215-55-928-000	ORD 2024-14 RESURFACING RDS, SUPP ORD 24-11			475.50	
04-215-55-930-000	ORD 2024-18 HVAC, SUPP ORD 24-11			775.65	
04-215-55-935-000	ORD 2025-10 VARIOUS CAPITAL IMPROVEMENTS			16,367.74	
04-260-05-100	Due to Clearing			0.00	29,104.14
TOTALS FOR	GENERAL CAPITAL	0.00	0.00	29,104.14	29,104.14
08-215-55-901-000	ORD 2017-8 SPARTA AVE PUMP STATION (SWR)			17,900.00	
08-215-55-903-000	ORD 2020-7 DIGESTER & PRI SLUDGE PUMP-NJIB			1,153.75	
08-215-55-907-000	ORD 2022-12 WS IMP. FULLY FUNDED			4,470.75	
08-215-55-910-000	ORD 2023-3 SPARTA AVE PS - NJIB			1,453.65	
08-215-55-911-000	ORD 2023-4 DIGESTER NJIB			9,868.00	
08-215-55-912-000	ORD 2023-8 WATER IMP NJIB			13,493.40	
08-215-55-913-000	ORD 2023-11 SEWER IMP. NJIB			3,108.75	
08-215-55-918-000	ORD 2024-8 VAR WS IMP.			2,285.24	
08-215-55-919-000	ORD 2024-9 VAR WS IMP. FF			290.00	
08-215-55-921-000	ORD 2024-25 WATER IMP amend Ord 2023-08 NJIB			21,916.25	
08-215-55-923-000	ORD 2025-05 SUPPL APPROP VAR SEWER IMP-NJIB			26,933.93	
08-260-05-100	DUE TO CLEARING			0.00	102,873.72
TOTALS FOR	WATER/SEWER UTILITY CAPITAL	0.00	0.00	102,873.72	102,873.72
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	182,840.30			
09-260-05-100	DUE TO CLEARING			0.00	184,332.60
09-401-66-100-000	W&S OPERATIONS			1,492.30	
TOTALS FOR	WATER/SEWER UTILITY	182,840.30	0.00	1,492.30	184,332.60
20-260-05-100	Due to Clearing			0.00	63,202.87
20-291-55-075-001	UNION DUES - PBA			1,380.00	
20-291-55-075-002	UNION DUES - IUE #911			756.00	
20-291-55-075-003	UNION DUES - CWA #1032			255.71	
20-291-55-077	DEFERRED COMP - EQUITABLE			7,310.00	
20-291-55-080	TWA SAVINGS PLAN			400.00	
20-291-55-082-001	AFA LTD			207.78	
20-291-55-082-002	AFA Med FSA			250.00	
20-291-55-082-004	AFA Life Ins.			366.08	
20-291-55-082-005	AFA Texas Life			35.45	
20-291-55-084	UNUM DISABILITY INS.			906.81	
20-291-55-086	HEALTH INS. EMPLOYEE			48,703.70	
20-291-55-087-001	AFLAC DISABILITY Post Tax			1,340.88	
20-291-55-087-002	AFLAC ACCIDENT Pre Tax			731.34	
20-291-55-087-003	AFLAC HOSPITAL Pre Tax			276.06	
20-291-55-087-004	AFLAC CANCER Pre Tax			283.06	
TOTALS FOR	PAYROLL	0.00	0.00	63,202.87	63,202.87
27-260-05-100	DUE TO CLEARING			0.00	1,186.30
27-288-56-100-000	RESERVE FOR ANIMAL CONTROL			1,186.30	
TOTALS FOR	ANIMAL TRUST	0.00	0.00	1,186.30	1,186.30

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
31-260-05-100	DUE TO CLEARING			0.00	4,110.83
31-286-56-102-000	ENGINEER REVIEW FEES			2,774.75	
31-287-56-107	RES RECREATION (ALL)			211.08	
31-287-56-117	RESERVE FOR MUNIC PUBLIC DEFENDER			1,125.00	
TOTALS FOR	TRUST	0.00	0.00	4,110.83	4,110.83

35-260-05-100	DUE TO CLEARING			0.00	598.00
35-296-56-001-000	RESERVES FOR COMMERCIAL DEVELOPMENT			598.00	
TOTALS FOR	HOUSING TRUST	0.00	0.00	598.00	598.00

Total to be paid from Fund 01 CURRENT FUND	1,521,046.85
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	14,876.58
Total to be paid from Fund 04 GENERAL CAPITAL	29,104.14
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	102,873.72
Total to be paid from Fund 09 WATER/SEWER UTILITY	184,332.60
Total to be paid from Fund 20 PAYROLL	63,202.87
Total to be paid from Fund 27 ANIMAL TRUST	1,186.30
Total to be paid from Fund 31 TRUST	4,110.83
Total to be paid from Fund 35 HOUSING TRUST	598.00
	=====
	1,921,331.89

Checks Previously Disbursed

12127	LEYMAN ROY	void ck #12127	-275.00	12/02/2025	*MANUA
12598	ELAVON, INC.	PO# 66988 B: COURT MERCHANT FEE	66.70	12/04/2025	
14543	ADVANCED CONTROL SYSTEMS	PO# 66576 SCADA/PLC REPLACEMENT PROJECT	34,300.00	11/25/2025	
14544	COASTAL ENGINEERING, LLC.	PO# 68680 TANK CLEANIG WTP CLEARWELL & HIGH	4,900.00	11/25/2025	
14545	DECOTIIS, FITZPATRICK, COLE& GIBLIN, LLP	PO# 68984 2025 unpaid invoices	42,583.70	11/25/2025	
14546	HFE SERVICES LLC	Multiple:	2,728.54	11/25/2025	
14547	HORIZON ENTERTAINMENT & ATTRACTIONS	PO# 68985 CHRISTMAS GLOBE	1,400.00	11/25/2025	
14547	HORIZON ENTERTAINMENT & ATTRACTIONS	amount	-1,400.00	12/02/2025	*VOID*
14548	J. CALDWELL & ASSOCIATES, LLC.	PO# 68982 October Services	507.50	11/25/2025	
14549	PEERLESS CONCRETE PROD CO	PO# 68964 Cast Iron Bike Grate/ Rplce broken	3,847.50	11/25/2025	
14550	FELLOW, HAROLD & ASSO, INC.	Multiple:	4,108.50	11/25/2025	
14551	SHOP RITE, INC.	PO# 68988 CANDY HALLOWEEN	247.67	11/25/2025	
14552	WEIS MARKETS, INC.	Multiple:	866.05	12/01/2025	
14553	HORIZON ENTERTAINMENT & ATTRACTIONS	PO# 68985 CHRISTMAS GLOBE	1,350.00	12/03/2025	
14554	TRIPOD SOUND LLC	PO# 69011 DJ TREE LIGHTING	300.00	12/03/2025	
14555	Hunterdon County Poly Tech	PO# 68354 ADVANCE NJ PUBLIC WASTEWATER COLLE	600.00	12/04/2025	
14556	GRENNILLE, WILLIAM	PO# 67826 MEDICARE PART B REIMB	2,220.00	12/04/2025	
14556	GRENNILLE, WILLIAM	POS PAY	-2,220.00	12/04/2025	*VOID*
14557	GRENNILLE, WILLIAM	PO# 67826 MEDICARE PART B REIMB	2,220.00	12/04/2025	
14558	PENNYROSE COFFEE CORP	PO# 68755 B: Weekly - Coffee with Manager Se	47.31	12/04/2025	
14559	O'REILLY'S PUB	Multiple:	78.71	12/04/2025	
14560	OUR SWEETIE CAKES	PO# 69018 Favors for senior lunch	240.00	12/05/2025	
14561	PACO'S PIZZERIA	PO# 69044 Food seniors lunch	133.20	12/05/2025	
14562	SUSSEX COUNTY COMMUNITY COLLEGE	PO# 69015 Senior lunch desserts	240.00	12/05/2025	
14563	TANKEL JESSICA	PO# 68995 Holiday party balloons	280.00	12/05/2025	
14564	ALL STATE WELL TESTING SERVICES LLC	PO# 69040 SAMPLING OF WELL WATER	845.00	12/08/2025	
14567	W.B. MASON, INC.	PO# 69035 Furniture for Clerk's Office - Sup	8,922.70	12/10/2025	
14568	CASA RUSTICA LATIN STEAK HOUSE	Multiple:	2,175.00	12/10/2025	
14569	THOMAS HAMMR	Multiple:	400.00	12/10/2025	
250195	SUI ACCOUNT	PAY CURR UNEMPLOYMENT TO SUI	7,000.00	11/26/2025	
250196	TRUST ACCOUNT, TOWN OF NEWTON	25' BUDGETED CURR ACCUM ABSENSE MO	50,000.00	11/26/2025	
250197	PAYROLL ACCOUNT	12/04 CURR PAYROLL	219,683.77	12/04/2025	
250247	CURRENT ACCOUNT	STATEWIDE GRANT TO PAY BACK POLICE	5,783.99	11/24/2025	
250249	PAYROLL ACCOUNT	12/04 GRANT PAYROLL	2,316.17	12/04/2025	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREI
250960	SUI ACCOUNT			PAY W/S UNEMPLOYMENT TO SUI	4,800.00 11/26/2025
250961	TRUST ACCOUNT, TOWN OF NEWTON			25' BUDGETED W/S ACCUM ABSENSE MOV	20,000.00 11/26/2025
250962	PAYROLL ACCOUNT			12/04 W/S PAYROLL	79,470.83 12/04/2025
252092	PUBLIC EMPLOYEE RETIRE SYSTEM			PERS to state -NOV	21,000.00 11/24/2025
252093	POLICE & FIRE RETIREMENT SYSTEM			PFRS to State -NOV	24,000.00 11/24/2025
253147	PAYROLL ACCOUNT			12/04 TRUST PAYROLL O/S POLICE SVC	19,350.00 12/04/2025

569,012.84
-3,895.00 *VOIDED

565,117.84

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	294,426.31	1,521,046.85	1,815,473.16
Fund 02 STATE AND FEDERAL GRANTS	9,750.16	14,876.58	24,626.74
Fund 04 GENERAL CAPITAL		29,104.14	29,104.14
Fund 08 WATER/SEWER UTILITY CAPITAL	39,200.00	102,873.72	142,073.72
Fund 09 WATER/SEWER UTILITY	110,191.67	184,332.60	294,524.27
Fund 20 PAYROLL	45,000.00	63,202.87	108,202.87
Fund 27 ANIMAL TRUST		1,186.30	1,186.30
Fund 31 TRUST	22,878.50	4,110.83	26,989.33
Fund 33 DEVELOPERS ESCROW	43,671.20		43,671.20
Fund 35 HOUSING TRUST		598.00	598.00
BILLS LIST TOTALS	565,117.84	1,921,331.89	2,486,449.73

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TOWN OF NEWTON

RESOLUTION #280-2025

December 15, 2025 "Resolution Awarding Professional Engineering Planning and Design Phase Services for the Systemwide Water Meter Replacements Project"

WHEREAS, the Town of Newton is in need of engineering planning and design phase services for the Systemwide Water Meter Replacements Project as a professional service in accordance with N.J.S.A. 40A:11-5(a)(1); and

WHEREAS, Suburban Consulting Engineers, 96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836, has provided a professional services proposal in the amount of \$42,000.00; and

WHEREAS, the Town desires to award these professional services and enter into a contract pursuant to N.J.S.A. 40A:11-5(a)(1) as a professional services agreement; and

WHEREAS, the Newton Chief Municipal Finance Officer has certified funds will be available as per the attached certification;

NOW, THEREFORE BE IT RESOLVED, by the Town of Newton, County of Sussex, that the Mayor be and is hereby authorized and directed to execute, and the Municipal Clerk to attest, an agreement between the Town of Newton, and Suburban Consulting Engineers, 96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836 for professional engineering planning and design phase services for the Systemwide Water Meter Replacements Project for the Town of Newton in the amount of \$42,000.00.

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 15, 2025.

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 # 280-2025

APPROVING: Suburban Consulting Engineers

FOR THE PURPOSE OF: Professional Engineering Planning and Design Phase Services for the Systemwide Water Meter Replacement Project.

IN THE AMOUNT OF: Not to exceed \$42,000.00

APPROPRIATED BY:

Water/Sewer 2025 Budget – Capital Outlay

DATED: THIS 15th Day of December 2025

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



December 11, 2025

Via Electronic Mail (trusso@newtontownhall.com)

Town of Newton
39 Trinity Street
Newton, New Jersey 07860

Attn.: Thomas S. Russo, Jr.
Town Manager

Re.: Town of Newton, County of Sussex, State of New Jersey
Professional Engineering Services
Systemwide Water Meter Replacements
DWSRF Program Assistance & Engineering Design Services
DWSRF #: 1915001-005
Bond Ordinance #: TBD
Our File No.: Proposal SCE-P15028.005

Dear Mr. Russo:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal to the Town of Newton (Town) for Funding Assistance and Engineering Design Services for the preparation of contract specifications for the system-wide replacement of water service meters in the Town of Newton, County of Sussex, State of New Jersey. All services for this project will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE).

Project Understanding

The Town is interested in replacing customer water meters throughout its water system. Funding for the project (procurement and installation) will be from the Drinking Water State Revolving Fund (DWSRF) program and is subject to receive 100% Principal Forgiveness (PF) up to \$2M under the Affordability category of the DWSRF. SCE will assist the Town to receive the necessary approvals to procure and advertise for meter installation. Given the DWSRF funding cycle for State Fiscal Year 2026 (SFY26) ends on 6/30/2026, the Principal Forgiveness (PF) monies under this category may already have been exhausted to pending applications. SCE will work closely with the New Jersey Department of Environmental Protection (NJDEP) and advise the Town accordingly on the appropriate timeline to secure SFY PF. It may require that procurement of the meters and installation take place immediately after 6/30/2026 to be first in line for SFY27 funds or consider several other funding categories that offer 50% PF. SCE will work with the Town to phase the system wide replacements to maximize PF available to the Town. This proposal includes planning and design efforts for two (2) phases of meter replacements.



Scope of Services

1. Drinking Water State Revolving Fund – Program Application

SCE will assist the Town to achieve each necessary milestone in conformance to the DWSRF program requirements. As previously mentioned, the Town is eligible for PF through the DWSRF under the Affordability Category. SCE will work closely with NJDEP DWSRF program coordinators to secure the optimized funding packages for the project.

The DWSRF program application process is streamlined through the NJDEP and the New Jersey Infrastructure Bank (NJIB). DWSRF project applications must be submitted through the on-line application portal of H2Loans, and projects must comply with both NJDEP and NJIB requirements. The application process consists of seven (7) steps. SCE will assist the Town through the H2Loan process as follows:

- Step 1.1 – Create the Project
SCE will provide assistance in the project creation within H2Loans. Additional authorized representatives can be assigned as needed, including Engineer and Bond Counsel professionals.
- Step 1.2 – Project Information
This step requires the Town to provide preliminary project information including project location, project scope, preliminary anticipated construction costs, anticipated disbursement schedule for appropriation of funds during the course of the project, pre-planning meeting coordination, and attendance with NJDEP/NJIB staff. Once submitted, the project will receive a preliminary ranking and inclusion in the Project Priority List (PPL).

This step is necessary in order for the Town to receive interim financing from the DWSRF Program.

- Step 1.3 – Letter of Intent (Planning Document)
SCE will prepare and upload the Letter of Intent (LOI) / Environmental Planning Document. An integral part of the NJDEP review process is the environmental review. Step 3 milestone approval is the receipt of the Environmental Decision Document (EDD), a mandatory component to secure and Authorization to Advertise of the construction contract. SCE will prepare a full comprehensive report outlining the necessity of the project, site design conditions, description of recommended materials of construction, summary of permits, and organizational overview of the contract documents as necessary. An exemption from the Level 1 Environmental review for the project will be requested. SCE has secured this exemption for previous meter replacement projects, as no environmental disturbances are proposed.
- Step 1.4 – Loan Application
Pending completion of design documents, SCE will complete the NJIB project application forms on H2Loans and upload all Engineering Design Plans, Specifications checklist, and Statements of Compliance. Final design plans and specifications will be



submitted to NJDEP and Office of Equal Opportunity (OEO) within the required timeline to obtain necessary approvals from each Agency.

▪ Step 1.5 – Submit SED Participation During Planning and Design

This step may be submitted concurrently with the application documents listed in Step 1.4 above. SCE will prepare and upload the OEO-001 Form and Socially and Economically Disadvantaged (SED) Plan for Planning and Design Phase services, a federal requirement for State Revolving Fund (SRF) funding to meet compliance with SED Participation.

▪ Step 1.6 – Submit Revised & Detailed Project Information, Project Costs, & Draw Schedule

This is the final step in the H2Loan application during the planning and design stage of the project. As design document and specifications preparation is completed, SCE will upload the revised, detailed project description, anticipated disbursement schedule form based on Engineers Cost Estimate, and assist Bond Counsel by providing information necessary for the application of Short-Term-Financial Addendum Form in preparation of the Construction phase of the project. The milestone approval upon satisfactory completion of Steps 1.4, 1.5, and 1.6 is the receipt of the Authorization to Advertise (ATAvertise). This approval will conclude all planning and design efforts under the given SRF project application.

▪ Step 1.7 – Submit Bid Package to Secure Authorization to Award & Project Certification

Following the successful bid opening, SCE will tabulate received bids and prepare the necessary Authorization to Award (ATAward) Package for review and approval. Pending receipt of the ATAward, the awarded construction contract will be certified by NJDEP, and the loan application will lock in any PF available under the appropriate State Fiscal Year that the ATAward is received and project is certified.

It should be noted that the SRF program identifies Engineering in two (2) separate categories; Planning, & Design and Bid & Construction Phase Services. In order to keep engineering agreements aligned with the SRF program, this proposal covers all applicable services through application Step 1.6 outlined above and the successful receipt of an Authorization to Advertise. Bid & Construction Phase Services will be presented under separate cover when design documents, construction project duration, and engineering cost estimate for the construction contract are finalized. As such, this proposal does not include services that relate to Step 1.7 of the SRF Application explained above.

2. Engineering Design

SCE will provide the following services in support of preparing the bid specifications for the meter replacement program:

▪ Front-End Specifications

SCE will prepare front-end specifications, reflective of current public bidding laws.



- Technical Specifications
SCE will prepare technical specifications in accordance with Town standards for the replacement of meters.
- Meter Replacement Work Order Form
SCE will prepare forms for use by the Contractor to track meter replacements, as well as include acceptance by the customer of the meter replacement work.
- List of Meter Replacement Customers
SCE will prepare a list of all the meters to be replaced including the address of the location of each meter scheduled for replacement.

As such, upon submission of the necessary documents to secure approvals as outlined above, SCE will provide the Town with a cost proposal for the Bid and Construction Phase services under separate cover.

Funding Consultation

SCE will assist the Town to receive the necessary approvals to procure and advertise for meter installation. Given the DWSRF funding cycle for SFY26 ends on 6/30/2026, the PF monies under this category may already have been exhausted due to pending applications. SCE will work closely with NJDEP and advise the Town accordingly on the appropriate timeline to secure SFY PF. It may require that procurement of the meters and installation take place immediately after 6/30/2026 to be first in line for SFY27 funds or consider several other funding categories that offer 50% PF.

3. Allowance to Address Agency Review Comments

It is anticipated that Agency review comments for environmental and technical engineering approvals will be provided by NJDEP reviewers. SCE will address these comments as they are received in order to secure each respective Approval; an Authorization to Procure and an Authorization to Advertise Meter Installation. SCE has budgeted 28 hours for these efforts. ***If additional costs are necessary to address review agency comments beyond the effort included in this proposal, SCE will notify and provide a contract amendment to the Town.***

4. Expense Allowance

An estimated reimbursable allowance for anticipated project expenses is included as a separate line item below. Reimbursable expenses may include but are not limited to printing / reproduction, parking and tolls, overnight postage, messenger fees, certified mailings, certified property owners list, uniformed traffic protection, and equipment. Any third-party incurred reimbursable expenses will be invoiced at SCE's cost plus 15%. Written authorization will be requested in advance for increasing the reimbursable expense allowance, if necessary, to cover any additional expenses.



Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit indicated below.

1. Drinking Water State Revolving Fund - Program Application	\$ 11,200
2. Engineering Design	
▪ Phase 1 Bid Documents for Meter Replacement	\$ 12,650
▪ Phase 2 Bid Documents for Meter Replacement	\$ 12,650
3. Allowance for Agency Review Comments	\$ 5,000
4. <u>Expense Allowance</u>	\$ 500
TOTAL ESTIMATED FEE	\$ 42,000

Project Schedule

SCE anticipates we will receive authorization from the Town to proceed on this project within one (1) month of proposal submission. SCE will commence services within two (2) weeks of receipt of the fully executed proposal or agreement. It is assumed that all project phases and tasks as described above will be performed consecutively, with no significant project schedule delays. The project schedule is dependent upon timely Town responses and if applicable, weather conditions for fieldwork and governing agency review periods. A significant project schedule delay may result in an adjustment to our fees or issuance of a new proposal for the remaining scope of work to be completed. SCE will communicate with the Town regularly regarding the project schedule.

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific scope of services as explained above. Additional services and items may be determined to be required during the course of the project that have not been included in our fee proposal. If additional services are required, SCE will provide a contract amendment outlining those services and additional fees and submit to the Town for approval. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- DWSRF Step 1.7 – Submit Bid Package to Secure ATAward and Project Certification.
- Land Surveying services.
- Owner or Contractor-initiated changes.
- Bid phase services.
- Revisions to address any review agency comments other than indicated.
- Bid Phase or Construction Oversight and Administration services.
- Service line material verification.



Fee Structure

SCE will utilize the following fee structure for the scope of services as outlined above:

- Principal/Project Officer \$215/hour
- Senior Project Manager \$210/hour
- Project Manager \$205/hour
- Senior Project Licensed Professional \$200/hour
- Project Licensed Professional \$190/hour
- Licensed Professional \$180/hour
- Senior Project Coordinator \$200/hour
- Project Coordinator \$195/hour
- Senior Designer/Senior Survey Analyst \$170/hour
- Designer/Survey Analyst \$155/hour
- Senior Environmental Scientist \$170/hour
- Environmental Scientist \$155/hour
- Senior Project GIS Analyst \$180/hour
- Project GIS Analyst \$170/hour
- GIS Analyst \$165/hour
- Senior GIS Technician \$155/hour
- GIS Technician \$145/hour
- Senior GIS Project Coordinator \$170/hour
- GIS Project Coordinator \$165/hour
- Senior Observer \$155/hour
- Observer \$145/hour
- Senior Technician \$150/hour
- Technician \$140/hour
- Project Administrator \$155/hour
- Administrative Support \$95/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
 - Environmental Injection Pump & Equipment \$150/day
- Reimbursable expenses may include but are not limited to printing / reproduction, mileage, parking and tolls, overnight postage, messenger fees, certified mailings, certified property owners list, uniformed traffic protection, permit applications, and associated filing or recording fees.
- Any third-party incurred reimbursable expenses and/or subconsultant fees will be invoiced at SCE's cost plus 15%.
- Mileage will be billed in accordance with federal prevailing rate.



Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Standard of Care

SCE shall perform all services in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration applicable state requirements and project site conditions.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to SCE for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses, and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party, or any of the indemnifying party's officers, directors, members, partners, agents, employees, or sub-consultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.



Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic, or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by SCE at the beginning of this assignment.

Estimated Fee(s)

Any estimated fee(s) provided above, is/are based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated, SCE will notify the Client prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.

Bid Phase Services

If this Agreement provides for any bid phase services by SCE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts or should the bid process fail to result in a successful contract award requiring the need to rebid the project, SCE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SCE's scope of services. Additionally, it is assumed that Bid Phase Services will commence upon conclusion of final design/contract document preparation, with no significant project delays. Significant project delays may result in a fee adjustment to our services.

Construction Phase Services

If this Agreement provides any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction and schedule adherence of the project, and that SCE is not responsible for the acts or omissions of any Contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor. It is the Owner's responsibility to advise their Contractor of these terms. Additionally, it is assumed that Construction Phase Services will commence upon conclusion



of the Bid Phase services, with no significant project delays. Significant project delays may result in a fee adjustment to our services.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment, or services furnished by others, over Contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. For any damage caused by professional negligence including errors, omissions, or other professional acts, including unintentional breach of contract by SCE, its employees, agents, or subcontractors, SCE's liability and that of its employees, agents, and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents, and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Employee Recruitment Prohibition

For the term of this Agreement and for a period of six (6) months thereafter, Client shall not endeavor to solicit or induce any SCE employee(s) to leave their employment. It is noted that the SCE's workforce is comprised of experienced, skilled, trained, and educated professionals and technicians and the loss of such resources creates a significant burden on the business operation.



Billing Schedule

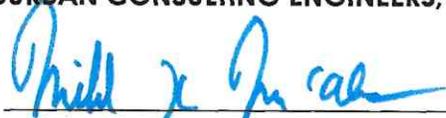
Invoices will be provided monthly based on the Fee Proposal referenced above. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to Client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services performed. In the event we anticipate exceeding the approved fees, we will contact the Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.

For approved Lump Sum Fees, invoices will reflect a percent complete and will not include employee time or expense details. Each invoice will be prepared to reflect work completed to date on the project.

If this proposal meets with your approval, please sign below and return one (1) copy to our office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P15028.005) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Michael K. McAloon, PE, Assoc. DBIA, Assistant Corporate Secretary
Principal/ Water Wastewater Department Manager

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name & Title)



TOWN OF NEWTON

RESOLUTION #281-2025

December 15, 2025

"Resolution Authorizing Change Order No. 3 Related to the Contract with Montana Construction Corporation, Inc. for Sanitary Sewer Phase 2 in Accordance with the Requirements Set Forth in N.J.A.C. 5:30-11.9"

WHEREAS, a contract in the amount of \$595,000 was awarded by Resolution of the Town Council to Montana Construction Corporation, Inc for the Sanitary Sewer Phase 2 Project (the "Project"); and

WHEREAS, Change Order #1 was accepted without resolution as there was no increase or adjustment to price; and

WHEREAS, Change Order #2 in the amount not to exceed \$95,000.00, was accepted on October 27, 2025, per Resolution #230-2025; and

WHEREAS, the Town's Engineers have advised that a change order, Change Order #3, in the amount of \$78,212.28 is necessary in order to address critical matters in order to ensure the successful completion of the Project, more specifically to address the unforeseen circumstance which occurred during the construction of the sewer, resulting in the discovery of regulated soil; and

WHEREAS, the factual circumstances do not make it reasonably possible to execute a new contract for the additional work; and

WHEREAS, Change Order #3, if approved, will result in a revised contract amount of \$768,212.28, which is a 29.11% increase in the amount of the original contract; and

WHEREAS, in order for a change order that is excess of 20% of the original contract price to be approved, certain requirements must be met pursuant to New Jersey Department of Community Affairs regulations (N.J.A.C. 5:30-11.9), more specifically, a written certification "justifying the performance of the work or the furnishing of the services which would necessitate issuance of such a change order shall be filed by the contractor with the chief executive officer or designee"; and

WHEREAS, the Town has received the required certification, attached hereto and incorporated herein, from Montana Construction Corporation, Inc containing (1) an explanation of the factual circumstances which necessitate issuance of the change order; (2) a statement indicating why these circumstances could not have been foreseen; (3) and a statement indicating why issuance of the change order would be in the best interests of the contracting unit and would not constitute an abuse of these rules; and

WHEREAS, the Town's Sewer Consulting Engineer, Frederick Margron, P.E, has also submitted a certification, attached hereto and incorporated herein, explaining in detail the factual circumstances justifying the issuance of the proposed change order and their recommendation for approval of same; and

WHEREAS, the Chief Municipal Finance Officer has certified that funds are available for Change Order #3 in the amount of \$78,212.28 under Water/Sewer Operating – Capital Outlay;

WHEREAS, the Town will file a notice indicating the additional amount to be expended, the original contract price, the nature of the original and additional work, and why it is necessary to expend the additional funds; and

WHEREAS, a copy of the advertisement shall also be filed with the Municipal Clerk and be available for inspection by the public; and

WHEREAS, the Municipal Clerk shall report the change order to the Director on an appendix to the contracting unit's annual budget in 2026; and

WHEREAS, a summary of the report shall be included as supplemental material in the annual audit of the contracting unit for the 2025 year; and

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length, and the Newton Town Council hereby affirms that it has reviewed proposed Change Order #3 to the Sanitary Sewer Phase 2 Project and declares that it is proper and allowable pursuant to N.J.A.C. 5:30-11.9.
2. Proposed Change Order #3 to the Sanitary Sewer Phase 2 Project, which amends the original contract with Montana Construction Corporation, Inc., is hereby recommended for approval with a supplementary price increase not to exceed \$78,212.28.
3. The appropriate Town staff and professionals are hereby authorized to execute any and all documents associated with Change Order #3.
4. The Municipal Clerk shall follow any procedures required by N.J.A.C. 5:30-11.9 in furtherance of this Resolution, including publication of the notice required in the Town's official newspaper, which shall also be filed in her office and available for public inspection.

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 15, 2025.

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 # 281-2025

APPROVING: Montana Construction

**FOR THE PURPOSE OF: Change order #3 for Phase 2 Sanitary
Sewer Rehabilitation**

IN THE AMOUNT OF: 78,212.28

APPROPRIATED BY:

Water/Sewer 2026 Budget- Capital Outlay

DATED: THIS 15th Day of December 2025

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



Interoffice Memorandum

TO: Mayor and Town Council
FROM: Thomas S. Russo, Jr., MPA, CPM, Harvard PLC, Town Manager
DATE: December 15, 2025
SUBJECT: Phase II Sanitary Sewer Rehabilitation Rebid Change Order No. 3
CC: File

In accordance with N.J.A.C. 5:30-11.9(c) please accept this change order request for the Phase II Sanitary Sewer Rehabilitation Project.

Specifically, Brian D. Dowling, Project Manager, Montana Construction Corp., Inc., has certified that an unforeseen circumstance occurred during the construction of the sewer on the above referenced project, resulting in the discovery of regulated soil. This soil must be removed and disposed of in accordance with all applicable federal and state regulations. Said request has been certified by Frederick Margron, P.E., President, of Professional Consulting, Inc., our engineer of record.

Therefore, in an effort to protect the health, safety, and welfare of our residents, and those directly impacted by this project, I respectfully request your approval of this change order, under Resolution 281-2025. Thank you.

November 5, 2025

Mr. Thomas S. Russo, Jr., Town Manager
Town of Newton
39 Trinity Street
Newton, NJ 07860

Re: Certification of Regulated Soil – Contract No. 1-2024R
NEWTON PHASE 2 SANITARY SEWER
REHABILITATION REBID
PCI No. 501-32

Dear Mr. Russo,

We hereby certify that an unforeseen circumstance occurred during the construction of the sewer, resulting in the discovery of regulated soil. This soil must be removed and disposed of in accordance with all applicable federal and state regulations.

Should you have any questions, please do not hesitate to contact us.

Very truly yours,
PROFESSIONAL CONSULTING, INC.



Frederick Margron, P.E.
President

Enclosure

C: Thomas M. Ferry, C.P.A., R.M.A., Chief Municipal Finance Officer
Kathryn E. Alcock, RMC, Administrative Assistant



Underground Utility Contractor

Via email

November 04, 2025

Mr. Sarim Jalil, EIT
Project Engineer
Professional Consulting, Inc.
1719 Route 10 suite 225
Parsippany, NJ 07054
973.683.0044

**RE: Bid No. 1-2024R
Phase 2 Sanitary Sewer Rehabilitation Rebid
Regulated Material**

Mr. Jalil,

Montana Construction hereby certifies that an unforeseen circumstance occurred during the construction of the sewer on the above referenced project, resulting in the discovery of regulated soil. This soil must be removed and disposed of in accordance with all applicable federal and state regulations.

Sincerely,

Brian D. Dowling
Project Manager
Montana Construction Corp., Inc.

BDD/bdd

cc: file

CHANGE ORDER

No. 1

PROJECT: Town of Newton Phase 2 Sanitary Sewer Rebid	DATE OF ISSUANCE: 11/5/25
OWNER: Town of Newton	OWNERS PROJECT NO: 1-2024R
CONTRACTOR: Montana Construction Corp. Inc., 80 Contant Avenue, Lodi, NJ 07644	ENGINEER: Professional Consulting, Inc. 1719 Route 10, Suite 225 Parsippany, NJ 07054
CONTRACT FOR: General Construction	ENGINEER'S PROJECT NO. 501-32

You are directed to make the following changes the Contract Documents.

Description:

During construction an unforeseen circumstance was encountered requiring the appropriate removal of contaminated soil.

Purpose of Change Order:

Removal and disposal of contaminated soil

Attachments:

- PCI Change Order No. 3 Letter
- PCI Regulated Soil Certification
- Montana C008 Cost Breakdown
- Montana Regulated Soil Certification

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price <div style="text-align: right;">\$595,000.00</div>	Original Contract Time Substantial Completion: 90 days, July 15, 2025 Final Completion: 30 days, August 14, 2025
Previous Change Order No. <div style="text-align: right;">\$95,000.00</div>	Net change from previous Change Orders <div style="text-align: center;">138 days</div>
Contract Price prior to this Change Order <div style="text-align: right;">\$690,000.00</div>	Contract Time prior to this Change Order Substantial Completion: 228 days, November 30, 2025 Final Completion: 30 days, December 30, 2025
Net Increase(decrease) of this Change Order <div style="text-align: right;">\$78,212.28</div>	Net Increase of this Change Order <div style="text-align: center;">0 days</div>
Contract Price with all approved Change Orders <div style="text-align: right;">\$768,212.28</div>	Contract Time with all approved Change Orders Substantial Completion: 228 days, November 30, 2025 Final Completion: 30 days, December 30, 2025

RECOMMENDED:
By 
Engineer

APPROVED:
By _____
Owner

APPROVED:
By 
Contractor
November 04, 2025

EJDC No. 1910-8-B (1983 Edition)

Prepared by the Engineers= Joint Contract Documents Committee and endorsed by The Associated Contractors of America



TOWN OF NEWTON

RESOLUTION #274-2025

December 15, 2025 "Concur With the Town Manager's Appointment of a Class II Officer – Jacob Glista"

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

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body concurs with the Newton Town Manager's appointment of the following individual as a Special Police Officer for calendar year 2026:

Class II

Jacob Glista

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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #275-2025

December 15, 2025 "Resolution Authorizing the Hiring of a Certain Police Officer"

WHEREAS, it is the desire of the Town of Newton to hire a police officer; and

WHEREAS, the Town of Newton Police Department staff conducted background checks and interviewed Police Officer candidates in accordance with all Civil Service guidelines; and

WHEREAS, the Town of Newton Police Department staff recommend the hiring of the following police officer candidate:

Matthew McLean at a Probationary Level, \$45,655/year

WHEREAS, the Town of Newton Police Chief recommends this officer; and

WHEREAS, the Newton Chief Municipal Finance Officer has certified that there will be sufficient funds;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, that this Governing Body concurs with the Town Manager's appointment of Matthew McLean as a Police Officer.

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 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #279-2025

December 15, 2025 "A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12"

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

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

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

- i. Attorney-Client Privilege

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, assembled in public session on December 15, 2025, that an Executive Session closed to the public shall be held on December 15, 2025 at _____ in the Town of Newton Municipal Building, 39 Trinity Street, Newton, NJ, for the discussion of matters relating to the specific item(s) designated above.

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

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 15, 2025.

Teresa A. Oswin, RMC
Municipal Clerk