



AGENDA
NEWTON TOWN COUNCIL
ANNUAL REORGANIZATION MEETING
January 15, 2026
Noon

- I. INVOCATION**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. OPEN PUBLIC MEETINGS ACT STATEMENT**
- V. DESIGNATION OF TEMPORARY MAYOR**
- VI. NOMINATION AND SELECTION OF MAYOR**
- VII. SWEARING-IN OF MAYOR**
- VIII. NOMINATION AND SELECTION OF DEPUTY MAYOR**
- IX. SWEARING-IN OF DEPUTY MAYOR**
- X. COMMENTS BY TOWN MANAGER, COUNCIL MEMBERS, DEPUTY MAYOR, AND MAYOR**
- XI. 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 (1) 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 #1-2026* Designate Banks as Depositories for Calendar Year 2026
- b.** Resolution #2-2026* Appoint the Town Manager as Hearing Officer in all Matters of Dispute Regarding the Town of Newton for Calendar Year 2026
- c.** Resolution #3-2026* Authorize Payment of Recurring Bills
- d.** Resolution #4-2026* Designate Legal Newspapers that will Receive Notices Required by the NJ Open Public Meetings Act for 2026
- e.** Resolution #5-2026* Establish Schedule of Public Town Council Meetings for 2026

- f. Resolution #6-2026* Establish the Rate of Interest to be Charged for Non-Payment of Taxes on or Before the Due Date
- g. Resolution #7-2026* Designate Officials to Sign Checks
- h. Resolution #8-2026* Designate Chief Municipal Finance Officer/Finance Director as the Individual Authorized to Sell Bond Anticipation Notes for Calendar Year 2026
- i. Resolution #9-2026* Authorize the Tax Assessor, the Town Attorney, and the Town Manager to Act on the Behalf of the Town of Newton for Calendar Year 2026 with Regard to Tax Appeals
- j. Resolution #10-2026* Appointment of Mayor as a Class I Member of the Newton Planning Board
- k. Resolution #11-2026* Appointment of Town Council Representative as a Class III Member of the Newton Planning Board
- l. Resolution #12-2026* Cancellation of Small Balances
- m. Resolution #13-2026* Granting Authority for Approval of Certain Purchases Through New Jersey State Contracts and/or Purchasing Cooperatives
- n. Resolution #14-2026* Resolution Appointing a Green Team Advisory Committee for 2026
- o. Resolution #15-2026* Resolution Authorizing Compliance with the United States Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964
- p. Resolution #16-2026* Appointment of Deborah Danielson as Municipal Recycling Coordinator for Calendar Year 2026
- q. Resolution #17-2026* To Confirm/Establish Petty Cash and Change Funds for Calendar Year 2026
- r. Resolution #18-2026* Appointment of Members of the Town of Newton Ad Hoc Redevelopment Team
- s. Resolution #19-2026* Appoint Local Emergency Planning Committee for Calendar Year 2026
- t. Resolution #20-2026* Designation of Theresa Schlosser as Tax Search Officer for the Town of Newton for 2026
- u. Resolution #21-2026* Appointment of Michelle J. Teets as Town Council Liaison to the Newton Board of Education

- v.** Resolution #22-2026* Appointment of Helen R. Le Frois as Town Council Liaison to the Economic Development Advisory Commission
- w.** Resolution #23-2026* Appointment of John-Paul E. Couce as Town Council Liaison to the Historic Preservation Advisory Commission
- x.** Resolution #24-2026* Resolution Affirming the Current Fund Balance Policy
- y.** Resolution #25-2026* Resolution Affirming the Water Sewer Utility Fund Balance Policy
- z.** Resolution #26-2026* Appointment of Virginia Rafferty as Clean Communities Coordinator for the Town of Newton for 2026
- aa.** Resolution #28-2026* Appointment of the Municipal Auditor for the Town of Newton for Calendar Year 2026
- bb.** Resolution #29-2026* Adoption of the Temporary Current Operating Budget and Temporary Water and Sewer Budget for 2026
- cc.** Resolution #30-2026* Authorize the Execution of an Agreement for Review of Statement of Assets Available for Benefits for LOSAP with Nisivoccia LLP
- dd.** Resolution #31-2026* Authorize and Direct the Tax Collector to Sell Municipal Liens in Accordance with New Jersey Law in 2026
- ee.** Resolution #32-2026* Authorize the Award of a Required Disclosure Contract for David B. Simmons, Jr., of Harold E. Pellow & Associates, Inc., as Water Engineer for the Town of Newton for Calendar Year 2026
- ff.** Resolution #33-2026* Authorize the Award of a Required Disclosure Contract to Eric M. Bernstein & Associates for Municipal Attorney for 2026
- gg.** Resolution #34-2026* Authorize the Award of a Required Disclosure Contract for J. Caldwell & Associates, LLC as Planner for the Town of Newton for Calendar Year 2026
- hh.** Resolution #35-2026* Appointment of Keith Mitchell of the Mitchell Insurance Agency as Insurance Agent for Calendar Year 2026
- ii.** Resolution #36-2026* Reappointment of Certain Board and Commission Members
- jj.** Resolution #37-2026* Authorize Award of Contract for Phillips, Preiss, Grygiel, Leheny, Hughes, LLC as Conflict Town Planner for the Town of Newton for 2026

- kk.** Resolution #38-2026* Authorize an Agreement with Holzhauer & Hostenstein, LLC for Appraisal Services for Defense of State Level Tax Appeals in Calendar Year 2026
- ll.** Resolution #39-2026* Resolution Supporting the Implementation Plan of the Neighborhood Preservation Program for 2026
- mm.** Resolution #40-2026* Authorizing the Town of Newton to Enter into an Agreement with EXCEL Environmental Resources, Inc., for Environmental Engineering Services for Calendar Year 2026
- nn.** Resolution #41-2026* Authorize the Award of a Required Disclosure Contract for DeCotiis Doyle, LLP for Redevelopment Counsel for 2026
- oo.** Resolution #42-2026* Authorize the Award of a Required Disclosure Contract for Gibbons P.C. for Bond Counsel for 2026
- pp.** Resolution #43-2026* Authorize the Award of a Required Disclosure Contract to Martin Allen, Esq. as Tax Appeal Conflict Attorney for 2026
- qq.** Resolution #44-2026* Appointment of Matthew S. Dickson as Town Council Liaison to the Advisory Recreation Commission
- rr.** Resolution #45-2026* Procedure for Claimant Certification
- ss.** Resolution #46-2026* Award of an Insurance Broker of Record Contract for Employee Benefits
- tt.** Resolution #47-2026* Reimburse Town Employees for Vehicle Expenses for Calendar Year 2026
- uu.** Resolution #48-2026* Authorize the Award of a Required Disclosure Contract for Paulus, Sokolowski and Sartor, LLC as Alternate Water and Sewer Engineers for the Town of Newton for Calendar Year 2026
- vv.** Resolution #49-2026* Authorize the Award of a Required Disclosure Contract for KKPR Marketing and Public Relations
- ww.** Resolution #50-2026* Reappointment of Nicole Kukan as Animal Control Officer for the Town of Newton
- xx.** Resolution #51-2026* Authorizing the Town of Newton to Enter into an Agreement with The Canning Group, LLC for the Provision of Qualified Purchasing Agent Services for Calendar Year 2026
- yy.** Resolution #52-2026* Authorizing the Town of Newton to Enter into an Agreement with Phoenix Advisors, LLC in Connection with the Continuing Disclosure

- zz.** Resolution #53-2026* Requirements as our Independent Registered Municipal Advisor Authorize the Award of a Required Disclosure Contract for Suburban Consulting Engineers as Sewer Engineers for the Town of Newton for Calendar Year 2026
- aaa.** Resolution #54-2026* Authorize the Award of a Required Disclosure Contract to Schenck, Price, Smith & King, LLP for Tax Appeal and Municipal Conflict Attorney for 2026
- bbb.** Resolution #55-2026* Appointment of John-Paul E. Couce as Town Council Liaison to the Advisory Shade Tree Commission
- ccc.** Resolution #56-2026* Authorize the Award of a Required Disclosure Contract to The Chilla Business Counsel, LLC for Labor Relations Attorney for 2026
- ddd.** Resolution #57-2026* Granting Authority for Approval of Certain Purchases in Excess of the Bid Threshold Through New Jersey State Contracts and/or Purchasing Cooperatives for 2026
- eee.** Resolution #58-2026* Approval of the Execution of a Shared Services Agreement with Hampton Township to Provide Animal Control Services for Calendar Year 2026
- fff.** Resolution #59-2026* Approval of the Execution of a Shared Services Agreement with the Borough of Sussex to Provide Animal Control Services for Calendar Year 2026
- ggg.** Resolution #60-2026* Resolution for Sign, Printing, and Logo Services in a Required Disclosure Contract to Gravity Design Works Inc.

XII. RESOLUTIONS

- a.** Resolution #27-2026 Concur with the Town Manager's Appointment of Special Police Officers

XIII. APPOINTMENT

- a.** Mayor's Appointment Class II Representative to the Newton Planning Board *(Appointment of Town Manager by the Mayor)*

XIV. OPEN TO THE PUBLIC

XV. ADJOURNMENT



TOWN OF NEWTON

RESOLUTION #1-2026

January 15, 2026

"Designate Banks as Depositories for Calendar Year 2026"

BE IT RESOLVED, by the Town Council of the Town of Newton that the following policy is hereby adopted pertaining to Town funds for calendar year 2026:

1) The cash management and investment objectives for the Town of Newton include preservation of capital, adequate safekeeping of assets, maintenance of liquidity to meet operating needs, diversification of the Town's portfolio to minimize risks associated with individual investments, and investment of assets in accordance with State and Federal laws and regulations.

2) The following banks are hereby authorized to be used as depositories for Town funds:

PNC Bank
JP Morgan Chase Bank
New Jersey Cash Management Fund
Provident Bank
First Hope Bank
Santander Bank, N.A.
TD Bank
Valley National Bank
Wells Fargo Bank, N.A.

Beginning with the filing of September 30, 2010, a list of banks that participate in the Governmental Unit Deposit Protection Act (GUDPA), except for the New Jersey Cash Management Fund, and the type of certificate of eligibility is available quarterly from the State of New Jersey, Department of Banking and Insurance website:

https://www.state.nj.us/dobi/division_banking/depositories/gudpa.htm

The Chief Municipal Finance Officer/Finance Director will review this site and provide the Town Auditor with a copy of this list.

The above designated official depositories are required to submit to the Chief Municipal Finance Officer/Finance Director a copy of the institution's "Annual Report" each year. This may also be satisfied electronically.

3) All funds shall be deposited within 48 hours of receipt, in accordance with N.J.S.A. 40A:5-15.

The Chief Municipal Finance Officer/Finance Director shall minimize the possibility of idle cash accumulating in accounts by assuring the amounts in excess of negotiated compensating balances are kept in interest bearing accounts or promptly swept into the investment portfolio.

The method of calculating banking fees and compensating balances shall be reviewed on a monthly basis.

Investment decisions shall be guided by the cash flow projections prepared by the Chief Municipal Finance Officer/Finance Director.

4) Permissible investments for the Town of Newton shall include:

(a) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;

(b) government money market mutual funds;

(c) any Federal agency or instrumentality obligation authorized by Congress that matures within 397 days from the date of purchase and has a fixed rate of interest not dependent on any index or external factors;

(d) Bonds or other obligations of the local unit or school districts of which the local unit is a part;

(e) any other obligations with maturities not exceeding 397 days, as permitted by the Division of Investments;

(f) local government investment pools;

(g) New Jersey State Cash Management Fund; and

(h) repurchase agreements of fully collateralized securities.

5) The Municipality is authorized to deposit funds, including certificates of deposits, in accounts subject to the following conditions pursuant to N.J.S.A.40A:5-14, amended by P.L.2018,c.40:

(a) the funds are initially invested through a public depository as defined in section 1 of P.L.1970,c.236(C.17:9-41) designated by the local unit;

(b) the designated public depository arranges for the deposit of funds in certificates of deposit in one or more federally insured banks or savings and loan associations, for the account of the local unit;

(c) 100 percent of the principal and accrued interest of each certificate of deposit is insured by the Federal Deposit Insurance Corporation;

(d) the designated public depository acts as custodian for the local unit with respect to the certificates of deposit issued for the local unit's account; and

(e) at the same time that the local unit's funds are deposited and the certificates of deposit are issued, the designated public depository receives an amount of deposits from customers of other banks and savings and loan associations, wherever located, equal to the amount of funds invested by the local unit through the designated public depository.

6) The Chief Municipal Finance Officer/Finance Director is authorized and directed to make investments on behalf of the Town of Newton. All investment decisions shall be consistent with this plan and all appropriate regulatory constraints.

7) Securities purchased on behalf of the Town of Newton shall be delivered electronically or physically to the Town's custodial bank, which shall maintain custodial and/or safekeeping accounts for such securities on behalf of the Town.

8) The Chief Municipal Finance Officer/Finance Director shall report to the Town Council all purchases of investments in accordance with N.J.S.A. 40A:5-15.2.

9) The Cash Management Plan shall be subject to annual audit conducted pursuant to N.J.S.A. 40A:5-14.

10) The Chief Municipal Finance Officer/Finance Director shall escheat to the State of New Jersey checks which remain outstanding for twelve (12) or more months after the date of issuance.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #2-2026

January 15, 2026

“Appoint the Town Manager as Hearing Officer in all Matters of Dispute Regarding the Town of Newton for Calendar Year 2026”

WHEREAS, certain matters may arise over the course of the year which require a hearing to be conducted for the purpose of resolving issues; and

WHEREAS, Thomas S. Russo, Jr., Town Manager of the Town of Newton, is the representative of the Governing Body, as well as both the Chief Executive Officer and Chief Administrative Officer of the municipality;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Town Manager is hereby appointed as Hearing Officer in all matters of dispute regarding the Town of Newton for the calendar year 2026.

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #3-2026

January 15, 2026 “Authorize Payment of Recurring Bills”

WHEREAS, all claims of payment by the Town of Newton, County of Sussex, State of New Jersey, are required to be first submitted to the Mayor and Town Council for consideration before payment is made; and

WHEREAS, due to the nature of certain claims and timing of the particular meetings involved, certain claims should be paid when presented which are statutory and regular in nature, rather than held for the next meeting of the Mayor and Town Council due to the nature of said bills;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Newton that we hereby approve the payment between meetings of the following enumerated claims for payment, when the same are presented to the Mayor and Town Council and Chief Municipal Finance Officer of the Town of Newton.

- a. Town of Newton, net payroll, and payroll deduction accounts
- b. Town of Newton, Board of Education
- c. County Treasurer (County taxes only)
- d. Banks for investment Purposes/Inter-fund transfers/Debt Service payments Bond/Note payments
- e. Statewide Insurance Fund, NJ Municipal Employee Benefits Fund, Vision Service Plan, and all other insurances
- f. Repair of emergency, police, and rescue vehicles; parts needed for said vehicles; and critical equipment related to the operations of the DPW/Police or Emergency Services
- g. Bond Releases
- h. All Utility Payments
- i. Employee Reimbursements
- j. Petty Cash Reimbursements
- k. Lien Redemptions
- l. Premium Redemptions
- m. Contractual Payments for Blanket Purchase Orders

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #4-2026

January 15, 2026

“Designate Legal Newspapers that will Receive Notices Required by the NJ Open Public Meetings Act for 2026”

WHEREAS, Section 3D(2) of the Open Public Meetings Act, approved October 21, 1975 as Chapter 231, P.L. 1975, requires every public body to designate two (2) newspapers to receive notices required to be mailed, telephoned, telegraphed, or hand delivered, as also defined under Title 35 of the New Jersey Statutes.

WHEREAS, P.L. 2025, c. 72 requires that starting March 1, 2026, municipalities publish their public notices on the municipal website;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby designates the newspapers listed below as the official newspapers for legal advertising and to receive notices required by the Open Public Meetings Act:

New Jersey Herald (Primary)

Daily Record (Alternate)

TAPinto Newton (Alternate)

BE IT FURTHER RESOLVED, that the Town of Newton, in the County of Sussex, State of New Jersey, public notices will be available at www.newtontownhall.com/legalnotices starting March 1, 2026, in compliance with P.L. 2025, c. 72.

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #5-2026

January 15, 2026

"Establish Schedule of Public Town Council Meetings for 2026"

WHEREAS, Section 13 of the Open Public Meetings Act, approved October 21, 1975 as Chapter 231, P.L. 1975, requires every public body to post and maintain posted throughout the year a schedule of the meetings of said public body;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, Sussex County, New Jersey that the following schedule for 2026 indicates all public meetings of the Newton Town Council will be held on the second and fourth Mondays of each month, unless otherwise indicated, in the Council Chambers, 39 Trinity Street, Newton, New Jersey, unless otherwise noticed; and

Town Council Meetings

7:00pm

| | | | |
|----------|------------|-----------|------------|
| January | 26 | July | 13 |
| February | 9 and 23 | August | 10 |
| March | 9 and 23 | September | 14 and 28 |
| April | 13 and 27 | October | 14* and 26 |
| May | 11 and 27* | November | 9 and 23 |
| June | 8 and 22 | December | 14 |

*Held Wednesday

Reorganizational Meeting

Friday, January 15, 2027

Noon

BE IT FURTHER RESOLVED, the Town Council reserves the right to conduct one (1) or more executive sessions at any meeting of the Town Council for reasons pursuant to the executive session; and

BE IT FURTHER RESOLVED, that, for the purposes of the Act, the official bulletin board for posting notices shall be the bulletin board in the first-floor lobby of the Municipal Building at 39 Trinity Street, Newton, New Jersey, with said board being just outside the door of the Municipal Clerk's Office; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution be forwarded to The Alternative Press (TAPintoNewton), Daily Record, and New Jersey Herald and a copy be filed with the Municipal Clerk; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be mailed to any person requesting notices of meetings of the Town Council pursuant to N.J.S.A. 10:4-19 and whoever has paid the required fee for such notice.

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #6-2026

January 15, 2026

"Establish the Rate of Interest to be Charged for Non-Payment of Taxes on or Before the Due Date"

WHEREAS, N.J.S.A. 54:4-67 permits the Governing Body of each municipality to fix the rate of interest to be charged for late payment of taxes as provided by law; and

WHEREAS, N.J.S.A. 54:6-67 has been amended to permit the fixing of said rate at eight percent (8%) per annum for the first \$1,500.00 of the delinquency and eighteen percent (18%) per annum for amounts in excess of \$1,500.00, and an additional penalty of six percent (6%) may be collected for delinquencies in excess of \$10,000.00 from property owners who fail to pay the delinquency prior to the end of the calendar year;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Tax Collector is hereby authorized and directed to charge an eight percent (8%) per annum rate of interest on the first \$1,500.00 of taxes which become delinquent after the tax due date, and a rate of eighteen percent (18%) per annum interest on any amount of taxes due in excess of \$1,500.00 which becomes delinquent after the tax due date; and

BE IT FURTHER RESOLVED, that the Tax Collector is also authorized and directed to charge an additional penalty of six percent (6%) if a delinquency is in an amount in excess of \$10,000.00 and remains in arrears beyond December 31st of each calendar year; and

BE IT FURTHER RESOLVED, that the ten (10) day grace period for quarterly tax payments shall remain in effect, any payment of taxes not made on or before the due date in accordance with this Resolution shall be charged interest from the due date as set forth by law, and this Resolution shall take effect immediately.

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #7-2026

January 15, 2026 "Designate Officials to Sign Checks"

BE IT RESOLVED by the Town Council of the Town of Newton that the Town Manager, the Town Treasurer, and/or the Chief Municipal Finance Officer are hereby designated as officials authorized to sign all municipal checks, Water and Sewer Utility checks, and payroll checks during calendar year 2026.

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #8-2026

January 15, 2026

“Designate Chief Municipal Finance Officer/Finance Director as the Individual Authorized to Sell Bond Anticipation Notes for Calendar Year 2026”

WHEREAS, it is necessary from time to time for the Town of Newton to sell Bond Anticipation Notes or other Notes for the benefit of the municipality; and

WHEREAS, the Chief Municipal Finance Officer/Finance Director is the individual responsible for maintaining the financial records of the Town of Newton;

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

- 1) The Chief Municipal Finance Officer/Finance Director is hereby authorized to sell Bond Anticipation Notes and directed to determine all matters in connection with said Notes not determined by this or subsequent Resolutions.
- 2) The Chief Municipal Finance Officer/Finance Director is directed to report in writing to the Governing Body at the meeting next succeeding the date when the sale or delivery of Notes pursuant to this Resolution is made. Such report is to include the amount, description, interest rate, maturity of the Notes sold, the price obtained, and the name of the purchaser.
- 3) This Resolution shall take effect immediately upon its adoption.

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #9-2026

January 15, 2026

“Authorize the Tax Assessor, the Town Attorney, and the Town Manager to Act on the Behalf of the Town of Newton for Calendar Year 2026 with Regard to Tax Appeals”

BE IT RESOLVED, by the Town Council of the Town of Newton that the Municipal Tax Assessor and the Town Attorney are hereby authorized to defend all contest appeals before the Sussex County Board of Taxation and the Tax Court of the State of New Jersey; and

BE IT FURTHER RESOLVED, that the Municipal Tax Assessor and the Town Attorney are also hereby authorized to initiate municipal appeals to correct the Town of Newton tax listing including, but not limited to, rollback complaints, added and omitted assessment complaints, and such other appeals as may be necessary to correct the assessments for the Town of Newton; and

BE IT FURTHER RESOLVED, that the Municipal Tax Assessor, the Municipal Attorney, and the Town Manager are hereby designated as the agents of the Town of Newton for the purpose of signing settlements of the foregoing matters by stipulation for the 2026 calendar year.

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Teresa A. Oswin, RMC
Municipal Clerk



**TOWN OF NEWTON
RESOLUTION #10-2026**

January 15, 2026

**"Appointment of Mayor as a Class I Member
of the Newton Planning Board"**

BE IT RESOLVED, by the Town Council of the Town of Newton that Mayor Matthew S. Dickson be and is hereby appointed to the Newton Planning Board as a Class I member for the calendar year 2026.

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #11-2026

January 15, 2026

"Appointment of Town Council Representative as a Class III Member of the Newton Planning Board"

BE IT RESOLVED, by the Town Council of the Town of Newton that Deputy Mayor Sandra Lee Diglio, be and is hereby appointed to the Newton Planning Board as a Class III member for calendar year 2026.

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #12-2026

January 15, 2026 "Cancellation of Small Balances"

WHEREAS, N.J.S.A. 40A: 5-17.1 allows for the cancellation of property tax refunds or delinquent amounts in the amount of less than ten (\$10.00) dollars; and

WHEREAS, the Town Council of the Town of Newton may authorize the Tax Collector to process, without any further action on the part of the Governing Body, any cancellation of property tax refunds or delinquencies of less than ten (\$10.00) dollars;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton in the County of Sussex, State of New Jersey, that the Tax Collector is hereby authorized to process the cancellation of any property tax refunds or delinquencies of less than ten (\$10.00) dollars.

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #13-2026

January 15, 2026

“Granting Authority for Approval of Certain Purchases Through New Jersey State Contracts and/or Purchasing Cooperatives”

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and P.L. 2011, c.139, the Governing Body may delegate the power to award purchases, contracts, and/or agreements through New Jersey State Contracts and/or Purchasing Cooperatives to which the Town of Newton is a member; and

WHEREAS, in the interest of streamlining Town operations and improving efficiency, it is the desire of the Mayor and Council to authorize the Purchasing Officer/Qualified Purchasing Agent (QPA) to approve purchases, contracts, and agreements through New Jersey State Contracts and/or Purchasing Cooperatives, subject to provisions and requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and P.L. 2011, c.139 below the \$53,000.00 threshold in individual purchases and the aggregate as defined by N.J.S.A. 40A:11-2(19);

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Newton that the Purchasing Officer/Qualified Purchasing Agent (QPA) upon receipt of an identified need and direction from the Town is hereby authorized to approve purchases, contracts, and/or agreements through New Jersey State Contracts and/or Purchasing Cooperatives to which the Town of Newton is a member without further action from the Council, provided funds are available to cover the expenditure; and

BE IT FURTHER RESOLVED, purchase approvals made by the Purchasing Officer/Qualified Purchasing Agent (QPA) by virtue of the adoption of this Resolution shall be subject to the provisions and requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and that no amount of any contract shall be in excess of the bid threshold in a single purchase or the aggregate without express individual resolutions authorizing such cooperative purchases by contract number.

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #14-2026

January 15, 2026

"Resolution Appointing a Green Team Advisory Committee for 2026"

WHEREAS, the Town Council of the Town of Newton strives to save tax dollars, assure clean air and water, and to foster a community that is sustainable economically, environmentally, and socially; and

WHEREAS, the Town Council of the Town of Newton wishes to build a model of government which benefits our residents now and far into the future with green community initiatives which are easy to replicate and affordable to implement; and

WHEREAS, reducing energy consumption and maximizing energy efficiency and conservation will be considered as the Town moves to do their share to lessen the environmental impact of its operations;

WHEREAS, in an attempt to focus attention on "green" issues, the Town Council wishes to continue the Green Team Advisory Committee (GTAC) for 2026; and

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the following persons are hereby appointed to the GTAC through December 31, 2026.

| FIRST NAME | LAST NAME | POSITION | REPRESENTATIVE |
|------------|---------------|------------------------------|--|
| Thomas S. | Russo, Jr. | Town Manager | Administration |
| Jessica | Caldwell | Town Planner | Planning/Zoning |
| Matthew | Dickson | Mayor | Governing Body |
| Sandy | Diglio | Deputy Mayor | Governing Body |
| Adam | Vough | DPW Supervisor | DPW/Utility Adv. Board |
| Jason | Van der Groef | Asst. DPW Supervisor | DPW |
| Kimberly | Williams | Comm. Dev. Dir. | Community Development and Econ. Dev. Comm. |
| Barbara | Vrahnos | PB Chairperson | Planning Board |
| Teresa | Oswin | Mun. Clerk/Dep. Town Manager | Administration |

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #15-2026

January 15, 2026

“Resolution Authorizing Compliance with the United States Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964”

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the Governing Body of each municipality and county to certify their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the Newton Town Council members have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the Governing Body attached hereto;

NOW, THEREFORE BE IT RESOLVED, that the Town of Newton hereby states it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Municipal Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk

**GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF
COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in
Employment Decisions Under Title VII of the Civil Rights Act of 1964"**

**GROUP AFFIDAVIT FORM FOR MUNICIPALITIES AND COUNTIES
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF *Sussex*

We, members of the Governing Body of the *Town of Newton* being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the *Town Council* of the *Town of Newton* in the County of *Sussex*;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

| | |
|--------|--------|
| (L.S.) | (L.S.) |

Sworn to and subscribed before me this
_____ day of _____
Notary Public of New Jersey

Teresa A. Oswin, RMC
Municipal Clerk

IMPORTANT: This certificate must be executed before a municipality or county can submit its approved budget to the Division of Local Government Services. The executed certificate and the adopted resolution must be kept on file and available for inspection.



TOWN OF NEWTON

RESOLUTION #16-2026

January 15, 2026

**“Appointment of Deborah Danielson as
Municipal Recycling Coordinator for
Calendar Year 2026”**

BE IT RESOLVED, by the Town Council of the Town of Newton that Deborah Danielson, be and is hereby appointed as the Town of Newton's Municipal Recycling Coordinator for calendar year 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #17-2026

January 15, 2026

"To Confirm/Establish Petty Cash and Change Funds for Calendar Year 2026"

WHEREAS, the Town of Newton maintains the following petty cash funds, as approved and recorded with the Division of Local Government Services:

| | | |
|---------------|----------|---|
| Finance | \$250.00 | Treasurer (Max reimbursement \$25 Excludes tax) |
| Water & Sewer | \$50.00 | Treasurer |

WHEREAS, The Town of Newton maintains the following change funds:

| | | |
|---------------|----------|-------------------------------|
| Tax | \$200.00 | Tax Collector |
| Water & Sewer | \$200.00 | Water Sewer Utility Collector |
| Clerk | \$200.00 | Municipal Clerk |
| Court | \$100.00 | Court Administrator |
| Court | \$100.00 | Deputy Court Administrator |
| Police | \$10.00 | Records Clerk |
| Pool | \$150.00 | Pool Manager |

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, that the aforementioned petty cash and change funds are established and confirmed.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #18-2026

January 15, 2026

"Appointment of Members of the Town of Newton Ad Hoc Redevelopment Team"

WHEREAS, the Town of Newton acknowledges there are potential benefits to the Town of Newton to be gained through the process of redevelopment; and

WHEREAS, opportunities for beneficial redevelopment should be thoroughly, expeditiously, and efficiently evaluated and pursued;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby appoints individuals in the positions listed below to an ad hoc Redevelopment Team to evaluate and pursue redevelopment opportunities in the Town of Newton for a one-year period from January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, individuals representing the following positions shall be members of the Redevelopment Team, with said meetings to be called by the Town Manager as needed:

Mayor; Deputy Mayor; Town Manager; Town Attorney; Town Planner; Town Engineer; Planning Board Chairperson; Planning Board Attorney; Planning Board Engineer; Redevelopment Counsel; Environmental Engineering Consultant, and other professionals, volunteers, and/or staff as deemed necessary by the Town Manager; and

BE IT FURTHER RESOLVED, said Redevelopment Team is a purely advisory group working only in an analytical and advisory capacity and is: (a) not empowered to make any decisions; (b) has no effective authority; (c) is not empowered to act by vote; (d) is not governed by the Open Public Meetings Act; and (e) is not a "Redevelopment Agency" pursuant to N.J.S.A. 40A:12A-11.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #19-2026

January 25, 2026

“Appoint Local Emergency Planning Committee for Calendar Year 2026”

WHEREAS, Appendix A:9-41 of the NJ Statutes Annotated, and N.J.A.C. 13:64-2.3 pertaining to Emergency Management, requires every New Jersey municipality to create a Local Emergency Planning Committee; and

WHEREAS, the individual appointed as the local Emergency Management Coordinator shall also be a member of, and shall serve as Chairman of, said Local Emergency Planning Committee;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby concurs with the appointment of the individuals recommended by Emergency Management Coordinator Daniel Finkle for membership on the Newton Local Emergency Planning Committee for calendar year 2026 as listed below:

| | |
|------------------------------|---|
| Daniel Finkle | Emergency Management Coordinator |
| Jason Miller | Deputy Emergency Management Coordinator |
| Joseph D'Annibale, Chief | Newton Police Department |
| Thomas S. Russo, Jr. | Newton Town Manager |
| Fire Chief (TBD) | Newton Fire Department |
| John-Paul E. Couce, Director | Newton Vol. First Aid and Rescue Squad |
| Adam Vough | Newton Public Works Supervisor |
| Jason Van Der Groef | Assistant Newton Public Works Supervisor |
| Joseph Carr | Licensed Sewer Operator |
| Michael Awertschenko | Licensed Water Operator |
| Teresa Oswin | Newton Municipal Clerk/Deputy Town Manager |
| Kimberly Williams | Community Development Director |
| Kathryn Alcock | Administrative Assistant/Deputy Municipal Clerk |
| Joseph Butto | Newton/Hardyston Construction Official |
| Dr. Joseph S. Piccirillo | Newton School Superintendent |

BE IT FURTHER RESOLVED, if any positions become held by different individuals in the 2026 calendar year, then said individuals will assume the aforementioned titled responsibilities on the Newton Local Emergency Planning Committee.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #20-2026

January 15, 2026

"Designation of Theresa Schlosser as Tax Search Officer for the Town of Newton for 2026"

WHEREAS, N.J.S.A. 54:5-11 provides each municipality within the State of New Jersey shall designate a person to act as the Tax Search Officer for the municipality; and

WHEREAS, Theresa Schlosser, as Certified Tax Collector for the Town of Newton, is qualified to make examinations of the municipality's records as to unpaid municipal liens and to certify the results of that examination;

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton hereby designates Theresa Schlosser as the Tax Search Officer for the Town of Newton for calendar year 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



**TOWN OF NEWTON
RESOLUTION #21-2026**

January 15, 2026

**“Appointment of Michelle J. Teets as Town
Council Liaison to the Newton Board of
Education”**

BE IT RESOLVED, by the Town Council of the Town of Newton that Councilmember Michelle J. Teets be and is hereby appointed as the Town of Newton liaison to the Newton Board of Education for calendar year 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON
RESOLUTION #22-2026

January 15, 2026

“Appointment of Helen R. Le Frois as Town Council Liaison to the Economic Development Advisory Commission”

BE IT RESOLVED, by the Town Council of the Town of Newton that Councilmember Helen R. Le Frois be and is hereby appointed to the Economic Development Advisory Commission as the Town Council liaison member for calendar year 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #23-2026

January 15, 2026

**“Appointment of John-Paul E. Couce as
Town Council Liaison to the Historic
Preservation Advisory Commission”**

BE IT RESOLVED, by the Town Council of the Town of Newton that Councilmember John-Paul E. Couce be and is hereby appointed to the Historic Preservation Advisory Commission as the Town Council liaison member for calendar year 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #24-2026

January 15, 2026

“Resolution Affirming the Current Fund Balance Policy”

WHEREAS, The Town of Newton established and amended a Fund Balance Policy for the Current Fund by way of adoption of previous resolutions including the most recent adoption of Resolution 24-2025 on January 15, 2025; and

WHEREAS, the Fund Balance Policy has been reviewed by the Town Manager and the Chief Municipal Finance Officer/Finance Director of the Town of Newton and it is recommended appropriate to renew the Policy;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby resolves and agrees to renew the Current Fund Balance Policy with the following guidelines:

1. The Town of Newton shall establish or maintain fund balance, whereby the percentage of fund balance anticipated to the total budget will not exceed 15%.
2. The Town of Newton hereby establishes the policy of maintaining an end of the calendar year fund balance, which is between 3%-10% of the prior year tax levy.
3. The Governing Body will not anticipate more fund balance than the statutory excess of fund balance of the prior year (amount collected). If the fund balance anticipated will exceed the statutory excess of the prior year, a reason must be stated at an open budget meeting. A plan shall be developed to restore fund balance within a three-year period.
4. Amounts appropriated in the ensuing budget, which reduce the fund balance below the policy guidelines for the purpose of reducing the ensuing year's property tax levy, may be made only upon a specific vote of the Governing Body.
5. The Governing Body, by vote, can declare a fiscal emergency and withdraw any amount of General Fund balance for purposes of addressing the fiscal emergency. Any such action must also provide a plan to restore fund balance to the Target policy level within a five-year period.
6. This policy will be reviewed by the Governing Body every three (3) years following adoption or sooner at the direction of the Governing Body.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #25-2026

January 15, 2026

"Resolution Affirming the Water Sewer Utility Fund Balance Policy"

WHEREAS, The Town of Newton established and amended a Fund Balance Policy for the Water Sewer Utility by way of adoption of previous resolutions including the most recent adoption of Resolution 25-2025 on January 15, 2025; and

WHEREAS, the Fund Balance Policy for the Water Sewer Utility has been reviewed by the Town Manager and the Chief Municipal Finance Officer/Finance Director of the Town of Newton and it is recommended appropriate to renew the Policy;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby resolves and agrees to renew the Water Sewer Utility Fund Balance Policy with the following guidelines:

1. The Town of Newton shall establish or maintain fund balance, whereby the percentage of fund balance anticipated to the total budget will not exceed 15%.
2. The Town of Newton hereby establishes the policy of maintaining an end of the calendar year fund balance, which is between 3%-10% of the prior year tax levy.
3. The Governing Body will not anticipate more fund balance than the statutory excess of fund balance of the prior year (amount collected). If the fund balance anticipated will exceed the statutory excess of the prior year, a reason must be stated at an open budget meeting. A plan shall be developed to restore fund balance within a three-year period.
4. Amounts appropriated in the ensuing budget, which reduce the fund balance below the policy guidelines for the purpose of reducing the ensuing year's property tax levy, may be made only upon a specific vote of the Governing Body.
5. The Governing Body, by vote, can declare a fiscal emergency and withdraw any amount of General Fund balance for purposes of addressing the fiscal emergency. Any such action must also provide a plan to restore fund balance to the Target policy level within a five-year period.
6. This policy will be reviewed by the Governing Body every three (3) years following adoption or sooner at the direction of the Governing Body.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #26-2026

January 15, 2026

“Appointment of Virginia Rafferty as Clean Communities Coordinator for the Town of Newton for 2026”

BE IT RESOLVED, by the Town Council of the Town of Newton that Virginia Rafferty be and is hereby appointed as the Clean Communities Coordinator for the Town of Newton during calendar year 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #27-2026

January 15, 2026

**“Concur with the Town Manager’s
Appointment of Special Police Officers”**

WHEREAS, within Chapter Thirty, Police Department, of the Code of Town of Newton, NJ, it indicates the 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 Town Manager’s appointment of the following individuals as Special Police Officers for calendar year 2026:

Class II

Raul Couce

Miguel Aviles

Daisy Negrón

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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #28-2026

January 15, 2026

"Appointment of the Municipal Auditor for the Town of Newton for Calendar Year 2026"

WHEREAS, the Town of Newton has a need to acquire auditing services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the anticipated term of this contract is for calendar year 2026; and

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

WHEREAS, Nisivoccia LLP has submitted a proposal dated October 17, 2025 indicating they will provide the 2026 auditing services for \$33,875.00; additional services, should they be required, would be billed at amounts set forth in the contract with hourly rates not to exceed \$210.00 per hour; and

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

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

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with Nisivoccia LLP as described herein; and

BE IT FURTHER RESOLVED, the Business Disclosure Entity Certification and the Determination of Value be filed in the Municipal Clerk's office; and

BE IT FURTHER RESOLVED, notice of this action shall be published once in the New Jersey Herald.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 28-2026

APPROVING: Nisivoccia LLP

FOR THE PURPOSE OF: Auditing Service

IN THE AMOUNT OF: \$33,875.00

APPROPRIATED BY:

Current Fund Budget \$19,000.00

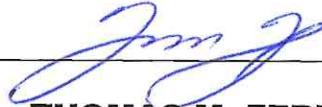
Water/Sewer Budget \$14,000.00

Animal Control Trust \$875.00

Subject to Appropriation of sufficient Funds in the 2026 Budget.

DATED: THIS 15th Day of January 2026

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #29-2026

January 15, 2026

"Adoption of the Temporary Current Operating Budget and Temporary Water and Sewer Budget for 2026"

WHEREAS, funds are needed to operate the Municipal Government and the Water and Sewer Utility for the first ninety (90) days of calendar year 2026; and

WHEREAS, N.J.S.A. 40A:4-19, P.L. 2025, c 185 provides for adoption of a Temporary Budget, not to exceed thirty five percent (35.00%) of the total of the appropriations made for all purposes in the budget for the preceding year excluding, in both instances, appropriations made for interest and debt redemption charges, capital improvement fund, and public assistance;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the 2026 Temporary Operating Budget and the 2026 Temporary Water and Sewer Utility Budget be and are hereby approved, pending adoption of the 2026 Annual Municipal Budget and the 2026 Water and Sewer Utility Budget.

2026 TEMPORARY CURRENT BUDGET CALCULATION

| | |
|---------------------|--------------------------------------|
| \$ 16,203,954 | Total 2025 Modified Budget |
| 1,781,221 | Less: Debt (principal & interest) |
| -0- | Less: Public Assistance |
| <u>402,170</u> | Less: Capital Improvements |
| \$14,020,563 | Amount on which % is applied |
| <u>x 35.00%</u> | Percentage increase allowed by state |
| <u>\$ 4,907,197</u> | Allowable 2026 Temporary Budget |

| | |
|--|--------------------|
| TOTAL 2026 TEMPORARY CURRENT BUDGET | \$4,907,197 |
| TOTAL 2026 TEMPORARY CURRENT CAPITAL IMPROVEMENT BUDGET | \$140,760 |
| TOTAL 2026 TEMPORARY CURRENT DEBT SERVICE BUDGET | \$623,427 |

2026 TEMPORARY WATER AND SEWER BUDGET

| | <u>2025 BUDGET</u> | <u>2026 TEMPORARY BUDGET</u> |
|---|---------------------|--------------------------------------|
| Salaries and Wages | \$ 1,401,575 | \$ 490,551 |
| Other Expenses | 3,000,775 | 1,050,271 |
| DCRP | 275 | 96 |
| PE R S | 48,850 | 17,098 |
| Unemployment | 4,800 | 1,680 |
| Social Security System | <u>107,225</u> | <u>37,529</u> |
| | 4,563,500 | <u>\$ 1,597,225</u> |
| | <u>X 35.00%</u> | |
| | <u>\$ 1,597,225</u> | |
| TOTAL 2026 TEMPORARY WATER & SEWER BUDGET | | \$ 1,597,225 |
| TOTAL 2026 TEMPORARY W&S CAPITAL IMPR BUDGET | | \$ 332,500 |
| TOTAL 2026 TEMPORARY W&S DEBT SERVICE BUDGET | | \$ 193,172 |

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #30-2026

January 15, 2026

“Authorize the Execution of an Agreement for Review of Statement of Assets Available for Benefits for LOSAP with Nisivoccia LLP”

WHEREAS, the Town of Newton will require the services of a qualified Auditor to review the Statement of Net Assets Available for Benefits for the Town of Newton's Emergency Services Volunteer Length of Service Award Program (LOSAP) as of December 31, 2025; and

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

WHEREAS, the accounting firm Nisivoccia LLP has furnished an appropriate contract for said services for a maximum contract amount of \$2,100.00; and

WHEREAS, Nisivoccia LLP has completed and submitted a Business Entity Disclosure Certification which certifies that said firm has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one (1) year, and the contract will prohibit the firm from making any reportable contributions through the term on the contract; and

WHEREAS, the anticipated term of this contract is for calendar year 2026; and

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

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Town Manager is hereby authorized to execute a contract on behalf of the municipality for review of their LOSAP Statement of Net Assets Available for Benefit and said contract will remain on file in the Municipal Clerk's office; and

BE IT FURTHER RESOLVED, that a copy of the fully executed contract be forwarded to Nisivoccia LLP and that notice of this award be published in accordance with the Local Public Contracts Law.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 30-2026

APPROVING: Nisivoccia LLP

**FOR THE PURPOSE OF: Review of Statement of Assets Available
for Benefits for LOSAP.**

IN THE AMOUNT OF: \$2,100.00

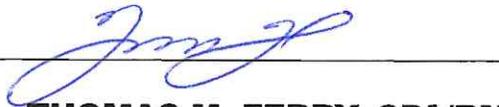
APPROPRIATED BY:

Current Fund Budget \$2,100.00

Subject to Appropriation of sufficient Funds in the 2026 Budget.

DATED: THIS 15th Day of January 2026

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #31-2026

January 15, 2026

“Authorize and Direct the Tax Collector to Sell Municipal Liens in Accordance with New Jersey Law in 2026”

WHEREAS, the Governing Body of the Town of Newton in the County of Sussex, New Jersey, desires to collect all taxes, assessments, and other municipal charges that are now delinquent; and

WHEREAS, the Tax Collector is directed to sell all municipal delinquencies through December 31, 2025 in a manner prescribed by NJSA 54:5-19 and amended by Chapter 99, Public Laws of 1998;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Tax Collector is hereby authorized and directed to sell all municipal liens in accordance with the New Jersey Statutes, as described above, and that said sale shall take place in 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #32-2026

January 15, 2026

“Authorize the Award of a Required Disclosure Contract for David B. Simmons, Jr., of Harold E. Pellow & Associates, Inc., as Water Engineer for the Town of Newton for Calendar Year 2026”

WHEREAS, the Town of Newton requires the services of a qualified Water Engineer for the Town of Newton on an annual basis through a contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Sean Canning, QPA, of the Canning Group, LLC, Newton's Qualified Purchasing Agent, has determined and certified in writing the value of the services will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is for the 2026 calendar year; and

WHEREAS, David B. Simmons, Jr., of Harold E. Pellow & Associates, Inc., in the aggregate is expected to exceed the pay to play threshold of \$17,500.00; and

WHEREAS, David B. Simmons, Jr., has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies David B. Simmons, Jr., of Harold E. Pellow & Associates, Inc., has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one (1) year, and the contract will prohibit them from making any reportable contributions through the term of the contract; and

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

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with David B. Simmons, Jr., of Harold E. Pellow & Associates, Inc., not to exceed \$55,000.00 for the 2026 calendar year; and

BE IT FURTHER RESOLVED, the Business Disclosure Entity Certification and the Determination of Value be placed on file with 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 32-2026

APPROVING: David B. Simmons, Jr. of Harold E. Pellow & Associates, Inc.

FOR THE PURPOSE OF: Water Engineer

IN THE AMOUNT OF: \$150.00 per hour.

APPROPRIATED BY:

Water/Sewer Budget

Water/Sewer Capital Fund Bond Ordinances per Invoice

Subject to Appropriation of sufficient Funds in the 2026 Budget and Water & Sewer Capital Bond Ordinance Funds.

DATED: THIS 15th Day of January 2026

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #33-2026

January 15, 2026

"Authorize the Award of a Required Disclosure Contract to Eric M. Bernstein & Associates for Municipal Attorney for 2026"

WHEREAS, there exists a need for a Municipal Attorney for the Town of Newton, in the County of Sussex, State of New Jersey; and

WHEREAS, such legal services can be provided best by the Law Firm of Eric M. Bernstein & Associates, LLC, Warren, New Jersey; and

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

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX AS FOLLOWS:

1. The Law Firm of Eric M. Bernstein & Associates, LLC, Warren, New Jersey is hereby retained to provide the specialized legal services necessary in connection with redevelopment in accordance with an Agreement based on the proposal dated as of October 13, 2025 and submitted to the Town (the "Contract").
2. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.
3. The services to be rendered by the Law Firm of Eric M. Bernstein & Associates, LLC, shall be on an "as needed" requirement, as sought by the Town of Newton in an amount **not to exceed \$60,000.00**.
4. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the Town and notice of this action shall be published once in the New Jersey Herald.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 33-2026

APPROVING: Eric M. Bernstein and Associates.

FOR THE PURPOSE OF: Municipal Attorney

IN THE AMOUNT OF: \$145.00 per hour.

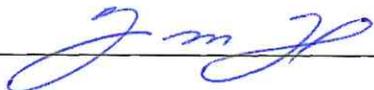
APPROPRIATED BY:

Current Fund Budget

Water/Sewer Budget

Subject to Appropriation of sufficient Funds in the 2026 Current Fund and Water and Sewer Budget.

DATED: THIS 15th Day of January 2026

BY 

THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #34-2026

January 15, 2026

“Authorize the Award of a Required Disclosure Contract for J. Caldwell & Associates, LLC as Planner for the Town of Newton for Calendar Year 2026”

WHEREAS, the Town of Newton requires the services of a qualified Planner for the Town of Newton on an annual basis through a contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Sean Canning, QPA, of the Canning Group, LLC, Newton's Qualified Purchasing Agent, has determined and certified in writing the value of the services will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is for the 2026 calendar year; and

WHEREAS, J. Caldwell & Associates, LLC, in the aggregate is expected to exceed the pay to play threshold of \$17,500.00; and

WHEREAS, J. Caldwell & Associates, LLC has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies J. Caldwell & Associates, LLC has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one (1) year, and the contract will prohibit them from making any reportable contributions through the term of the contract; and

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

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with J. Caldwell & Associates LLC, not to exceed \$110,000.00 for the 2026 calendar year; and

BE IT FURTHER RESOLVED, the Business Disclosure Entity Certification and the Determination of Value be placed on file with 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 34-2026

APPROVING: J. Caldwell and Associates, LLC

FOR THE PURPOSE OF: Planner for the Town of Newton.

**IN THE AMOUNT OF: \$160.00 per hour for Principal Planner,
\$155.00 per hour for Senior Planner, \$150.00 per hour for
Associate Planner**

APPROPRIATED BY:

2026 Current Fund Budget

2026 Water/Sewer Utility Budget

Trust Escrow Accounts as applicable.

General Capital – Redevelopment

Grant Fund – Neighborhood Preservation Program and Historic.

Subject to the above Budgets, Escrows, Capital and Grants.

DATED: THIS 15th Day of January 2026

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #35-2026

January 15, 2026

"Appointment of Keith Mitchell of the Mitchell Insurance Agency as Insurance Agent for Calendar Year 2026"

WHEREAS, the Town Council of the Town of Newton previously appointed local insurance agents to provide insurance coverage on behalf of the municipality; and

WHEREAS, said insurance services will be needed during calendar year 2026;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that Keith Mitchell, of the Mitchell Insurance Agency, 29 Trinity Street, Newton, NJ 07860, be named as agent of record effective January 1, 2026 for the following insurance policies:

- | | |
|-----------------------------|------------------|
| a) Package | SIF2026-07860 |
| b) Workers' Compensation | WC2026-07860 |
| c) Umbrella Policy | SIF2026-07860 |
| d) Fire Accident Insurance | VFP-4231-3258E-6 |
| e) Fire Life AD&D Insurance | GL163635 |

BE IT FURTHER RESOLVED, that the above-named insurance agent is appointed to provide insurance services 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 the services to be provided are of a nature requiring specific professional skills and knowledge; and

BE IT FURTHER RESOLVED, that notice of this action shall be published once in the New Jersey Herald.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #36-2026

January 15, 2026

“Reappointment of Certain Board and Commission Members”

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the following appointments be made:

| <u>Board/Commission</u> | <u>Name</u> | <u>Term</u> | <u>Expiration Date</u> |
|--------------------------------|---------------------|--------------------|-------------------------------|
| Economic Development | Robert Boyle | 3 Years | December 31, 2028 |
| Economic Development | Evin Joice | 3 Years | December 31, 2028 |
| Historic Preservation | Joseph Ricciardo | 4 Years | December 31, 2029 |
| Historic Preservation | Wayne McCabe | 4 Years | December 31, 2029 |
| Parking Authority | Kenneth Teets | 5 Years | December 31, 2030 |
| Parking Authority | Alexandra Kweselait | 5 Years | December 31, 2030 |
| Planning Board | George Wink | 4 Years | December 31, 2029 |
| Planning Board | Anthony Perigo | 4 Years | December 31, 2029 |
| Recreation Commission | Pamela Fletcher | 5 Years | December 31, 2030 |
| Recreation Commission | Maureen Cuff | 5 Years | December 31, 2030 |
| Recreation Commission | Rachel Bucci | 5 Years | December 31, 2030 |
| Donald Vrahnos | Utility Advisory | 5 Years | December 31, 2030 |

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #37-2026

January 15, 2026

“Authorize Award of Contract for Phillips, Preiss, Grygiel, Leheny, Hughes, LLC as Conflict Town Planner for the Town of Newton for 2026”

WHEREAS, there exists a need for a conflict professional planner to be appointed to represent the Town of Newton and its various entities through a professional services agreement under N.J.S.A. 40A:11-5; and

WHEREAS, Phillips, Preiss, Grygiel, Leheny, Hughes, LLC has provided a rate schedule which is included in their proposal dated November 25, 2025; and

WHEREAS, Phillips, Preiss, Grygiel, Leheny, Hughes, LLC has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies they have not made any reportable contributions to a political candidate or committee in the Town of Newton in the previous one (1) year period and that the contract will prohibit them from making any reportable contributions through the term of the contract;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Town Manager is hereby authorized to execute an agreement with Phillips, Preiss, Grygiel, Leheny, Hughes, LLC for the Conflict Town Planner services for the Town and/or other applicable entities.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 37-2026

APPROVING: Phillips, Preiss, Grygiel, Leheny & Keller, LLC

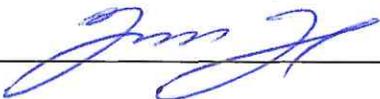
FOR THE PURPOSE OF: Conflict Planner

IN THE AMOUNT OF: Hourly rates from \$60.00 to \$175.00

APPROPRIATED BY: Current Fund Budget/Trust Escrows

**Subject to Appropriation of sufficient Funds in the 2026 Budget
and Escrow Balances**

DATED: THIS 15th Day of January 2026

BY  _____

THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #38-2026

January 15, 2026

“Authorize an Agreement with Holzhauer & Holenstein, LLC for Appraisal Services for Defense of State Level Tax Appeals in Calendar Year 2026”

WHEREAS, the Town of Newton anticipates the need for a professional appraiser and consultant in connection with emerging and ongoing tax appeal litigation within the Town of Newton; and

WHEREAS, Michael E. Holenstein of Holzhauer & Holenstein, LLC has submitted a proposal for his continued appraisal services to defend such tax appeals, which is acceptable to the Town of Newton Governing Body; and

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

WHEREAS, the anticipated term of this contract is one (1) year, January 1, 2026 through December 31, 2026; and

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

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton hereby authorizes the execution of an agreement with Holzhauer & Holenstein, LLC, for appraisal services as outlined in Mr. Holenstein's proposal not to exceed \$17,500.00 for the 2026 calendar year; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to Holzhauer & Holenstein, LLC and a notice of this agreement be in the newspaper of record published in accordance with the Local Public Contracts Law.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 38-2026

APPROVING: Holzhauer and Hostenstein, LLC

FOR THE PURPOSE OF: Appraisal Services for Defense of State Level Tax Appeals.

IN THE AMOUNT OF: Not to exceed \$17,500.00

APPROPRIATED BY:

Current Fund Budget \$17,500.00.

Subject to Appropriation of sufficient Funds in the 2026 Budget.

DATED: THIS 15th Day of January 2026

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #39-2026

January 15, 2026

“Resolution Supporting the Implementation Plan of the Neighborhood Preservation Program for 2026”

WHEREAS, the Town of Newton applied for and obtained a grant from the New Jersey Department of Community Affairs (NJDCA) Neighborhood Preservation Program (NPP) for \$125,000 with a \$25,000 match from the Town of Newton for a total budget of \$150,000 annually for five years starting in 2022; and

WHEREAS, the purpose of this grant is to bolster economic development by making physical improvements in the Newton Town Center District including creating public art, placemaking, enhancing the Town's online presence, signage improvements, and commercial façade improvements in the district, which is a neighborhood that qualifies for assistance; and

WHEREAS, the Town of Newton has created a Neighborhood Preservation Program Implementation Plan; and

WHEREAS, the Neighborhood Preservation Program Implementation Plan dated January 5, 2026 has been submitted to the Department of Community Affairs for approval;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Newton that the Town of Newton fully supports the Neighborhood Preservation Program Implementation Plan for 2026 and its submission to the Department of Community Affairs.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #40-2026

January 15, 2026

“Authorizing the Town of Newton to Enter into an Agreement with EXCEL Environmental Resources, Inc., for Environmental Engineering Services for Calendar Year 2026”

WHEREAS, the Town of Newton is in need of environmental engineering services for calendar year 2026; and

WHEREAS, EXCEL Environmental Resources, Inc., can provide environmental engineering services, in accordance with N.J.S.A. 40A:11-9; and

WHEREAS, environmental engineering services are exempt from bidding requirements per N.J.S.A. 40A:11-3, et. seq.; and

WHEREAS, the Town of Newton desires to enter into an agreement with EXCEL Environmental Resources, Inc., for environmental engineering services, effective January 1, 2026 through December 31, 2026, based on the proposal dated December 17, 2025;

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

1. This resolution hereby serves as an Agreement between the Town of Newton and EXCEL Environmental Resources, Inc., for environmental engineering services for calendar year 2026; and
2. A copy of this resolution and EXCEL Environmental Resources, Inc., proposal dated December 17, 2025 be place on file in the Municipal Clerk's Office.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 40-2026

APPROVING: Excel Environmental Resources, Inc.

FOR THE PURPOSE OF: Environmental Consulting Services.

IN THE AMOUNT OF: Hourly Rate from \$95.00 to \$325.00.

APPROPRIATED BY:

Trust Escrow and General Capital Ordinances

Subject to Appropriation of sufficient Funds in the 2026 Trust Escrow and General Capital Ordinance Balances.

DATED: THIS 15th Day of January 2026

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #41-2026

January 15, 2026

“Authorize the Award of a Required Disclosure Contract for DeCotiis Doyle, LLP for Redevelopment Counsel for 2026”

WHEREAS, there exists a need for specialized legal services for the Town of Newton, in the County of Sussex, New Jersey in connection with the redevelopment program in the Town; and

WHEREAS, such special legal services can be provided best by a recognized Redevelopment Counsel firm, and the law firm of DeCotiis Doyle, LLP is so recognized by the financial community; and

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

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX AS FOLLOWS:

1. The law firm of DeCotiis Doyle, LLP is hereby retained to provide the specialized legal services necessary in connection with redevelopment in accordance with an Agreement based on the proposal dated as of October 1, 2025 and submitted to the Town (the "Contract").
2. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.
3. The services to be rendered by DeCotiis Doyle, LLP, shall be on an "as needed" requirement, as sought by the Town of Newton in an amount **not to exceed \$75,000.00**.
4. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the Town and notice of this action shall be published once in the New Jersey Herald.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 41-2026

APPROVING: DeCotiis, Doyle, LLC.

FOR THE PURPOSE OF: Redevelopment Council

IN THE AMOUNT OF: Hourly Rate from \$75.00 to \$185.00.

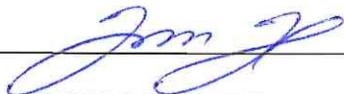
APPROPRIATED BY:

Current Fund Budget and Trust Escrow.

Subject to Appropriation of sufficient Funds in the 2026 Current Fund Budget and Trust Escrow Balances

DATED: THIS 15th Day of January 2026

BY _____


THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #42-2026

January 15, 2026

“Authorize the Award of a Required Disclosure Contract for Gibbons P.C. for Bond Counsel for 2026”

WHEREAS, there exists a need for specialized legal services for the Town of Newton, in the County of Sussex, New Jersey in connection with the authorization and/or issuance of bonds in the Town; and

WHEREAS, such special legal services can be provided best by a recognized Bond Counsel firm, and the law firm of Gibbons P.C., Newark, New Jersey is so recognized by the financial community; and

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

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX AS FOLLOWS:

1. The law firm of Gibbons P.C., Newark, New Jersey is hereby retained to provide the specialized legal services necessary in connection with Bond Counsel in accordance with an Agreement submitted to the Town (the "Contract").
2. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.
3. The services to be rendered by Gibbons P.C., shall be on an "as needed" requirement, as sought by the Town of Newton in an amount **not to exceed \$25,000.00.**
4. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the Town and notice of this action shall be published once in the New Jersey Herald.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 42-2026

APPROVING: Gibbons P.C.

FOR THE PURPOSE OF: Bond Council.

IN THE AMOUNT OF: Hourly Rates \$95.00 to \$195.00 also Bond and Note sale fees with base amounts and additional fees per \$1,000.00 of issue amounts.

APPROPRIATED BY:

Amounts will be encumbered when services are ordered directly against the applicable General Capital and Water/Sewer Capital ordinances, Legal accounts, and Trust Escrow Accounts.

DATED: THIS 15th Day of January 2026

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #43-2026

January 15, 2026

"Authorize the Award of a Required Disclosure Contract to Martin Allen, Esq. as Tax Appeal Conflict Attorney for 2026"

WHEREAS, there exists a need for a Tax Appeal Conflict Attorney for the Town of Newton, in the County of Sussex, State of New Jersey for 2026; and

WHEREAS, such legal services can be provided best by Martin Allen, Esq. from the Law Firm of DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C.; and

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

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX AS FOLLOWS:

1. Martin Allen, Esq. from the Law Firm of DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C. is hereby retained to provide Tax Appeal Conflict Attorney services in accordance with Agreements based on the proposal dated as of October 1, 2025 and submitted to the Town (the "Contract").
2. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.
3. The services to be rendered by the Law Firm of DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C. shall be on an "as needed" requirement, as sought by the Town of Newton at a rate of \$200.00 per hour in amounts **not to exceed \$10,000.**
4. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the Town and notice of this action shall be published once in the New Jersey Herald.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 43-2026

APPROVING: Martin Allen, Esq. of DiFrancesco Bateman

FOR THE PURPOSE OF: Tax Appeal Conflict Attorney.

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

APPROPRIATED BY:

Current Fund Budget \$ 10,000.00

Subject to Appropriation of sufficient Funds in the 2026 Budget.

DATED: THIS 15th Day of January 2026

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #44-2026

January 15, 2026

**"Appointment of Mayor Matthew S. Dickson
as Town Council Liaison to the Advisory
Recreation Commission"**

BE IT RESOLVED, by the Town Council of the Town of Newton that Mayor Matthew S. Dickson be and is hereby appointed to the Advisory Recreation Commission as the Town Council liaison member for calendar year 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #45-2026

January 15, 2026 “Procedure for Claimant Certification”

WHEREAS, N.J.A.C. 5:30-9A.6 and 5:31-4.1 allows for greater flexibility for local units when implementing the claimant certification requirement set forth in N.J.S.A. 40A:5-16(a); and

WHEREAS, the local units are now given discretion to require a claimant certification as it deems necessary and appropriate; and

WHEREAS, the Chief Municipal Finance Officer/Finance Director, Thomas M. Ferry of the Town of Newton, recommends a claimant signature only be required for the following:

- Transactions above the dollar threshold of \$7,950
- Reimbursement to Town Employees
- Sole Proprietors
- Deposits in advance of work and travel

WHEREAS, the Chief Municipal Finance Officer/Finance Director and Town Manager recommend the adoption of this Claimant Signature policy;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Newton that, effective immediately, Claimant Certification be waived on the Town Purchase Orders with the exceptions noted above.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #46-2026

January 15, 2026

"Award of an Insurance Broker of Record Contract for Employee Benefits"

WHEREAS, the Town of Newton (the "Town") requires the services of an insurance broker of record in order to oversee the Town's employee benefits program including medical, prescription, dental, vision, and Cobra administration as determined by the Town; and

WHEREAS, the Town is presently a member of the North Jersey Municipal Employee Benefits Fund ("NJMEBF"); and

WHEREAS, Health Insurance Broker and/or the Town's program administrator/ representative to the NJMEBF is exempt from public bidding and may be awarded via resolution pursuant to N.J.S.A. 40A:11-5(m), in accordance with the requirements for extraordinary unspecifiable services; and

WHEREAS, The Vozza Agency ("Broker") is qualified to provide the above referenced services; and

WHEREAS, the Town is hereby authorized and directed to execute a Broker of Record authorization and to cause a notice of this decision to be published in accordance with N.J.S.A. 40A:11-5.

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

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. This agreement is hereby authorized and approved.
3. The Vozza Agency is hereby appointed to represent the Town as Broker of Record for employee benefits including medical, prescription, dental, vision, and Cobra administration.
4. The Vozza Agency is here appointed and designated as the Program Administrator/Town representative to NJMEBF.
5. The Town is hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
6. This resolution shall be effective immediately.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #47-2026

January 15, 2026

"Reimburse Town Employees for Vehicle Expenses for Calendar Year 2026"

WHEREAS, certain Town of Newton employees use their private vehicles in connection with Town business; and

WHEREAS, such employees routinely use their vehicles for travel within Sussex County; and

WHEREAS, it is appropriate to reimburse said Town employees for use of their personal vehicles;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the employees listed below receive the following **quarterly** allowances for all vehicular trips within Sussex County effective January 1, 2026:

| <u>Employee</u> | <u>Position</u> | <u>Estimated Miles/Qtr.</u> | <u>Quarterly Amount</u> |
|------------------|-----------------------|-----------------------------|-------------------------|
| Scott Holzhauser | Tax Assessor | 200 miles | \$145.00 |
| Danielle Finkle | Recreation Supervisor | 200 miles | \$145.00 |
| Chaz Weber | Deputy Fire Chief | 350 miles | \$255.00 |

BE IT FURTHER RESOLVED, the following employees are to receive an **annual** stipend for vehicular trips for Town banking purposes:

| <u>Employee</u> | <u>Position</u> | <u>Amount</u> |
|-------------------|-------------------|---------------|
| Theresa Schlosser | Tax Collector | \$200.00 |
| Jacki Shackleton | Utility Collector | \$200.00 |

BE IT FURTHER RESOLVED, that for out-of-town business trips, employees, and officers of the Town of Newton who use their personal means of transportation shall be reimbursed, in accordance with the IRS standard allowance for business miles driven, in effect at the time of travel, from Newton to the point of destination and return during calendar year 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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #48-2026

January 15, 2026

“Authorize the Award of a Required Disclosure Contract for Paulus, Sokolowski and Sartor, LLC as Alternate Water and Sewer Engineers for the Town of Newton for Calendar Year 2026”

WHEREAS, the Town of Newton requires the services of a qualified alternate Water and Sewer Engineer for the Town of Newton on an annual basis through a contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Sean Canning, QPA, of the Canning Group, LLC, Newton's Qualified Purchasing Agent, has determined and certified in writing the value of the services will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is for the 2026 calendar year; and

WHEREAS, the firm Paulus, Sokolowski and Sartor, LLC, in the aggregate is expected to exceed the pay to play threshold of \$17,500.00; and

WHEREAS, Paulus, Sokolowski and Sartor, LLC, has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies Paulus, Sokolowski and Sartor, LLC., has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one (1) year, and the contract will prohibit them from making any reportable contributions through the term of the contract; and

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

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with Paulus, Sokolowski and Sartor, LLC **not to exceed \$100,000.00** for the 2026 calendar year; and

BE IT FURTHER RESOLVED, the Business Disclosure Entity Certification and the Determination of Value be placed on file with 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 48-2026

APPROVING: Paulus, Sokolowski and Sartor, LLC

FOR THE PURPOSE OF: Alternate Water / Sewer Engineer

IN THE AMOUNT OF: Hourly Rates \$100.00 to 240.00.

APPROPRIATED BY:

2026 Water/Sewer Utility Budget, Water/Sewer Capital Bond Ordinances and General Capital Bond Ordinances by project per invoices.

Subject to Appropriation of sufficient Funds in the 2026 Budget.

DATED: THIS 15th Day of January 2026

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #49-2026

January 15, 2026

"Authorize the Award of a Required Disclosure Contract for KKPR Marketing and Public Relations"

WHEREAS, the Town of Newton has a need to maintain an informative website, promote its marketing events through social media and other venues, and ensure the public is well informed regarding events sponsored by the Town of Newton and others, by KKPR Marketing and Public Relations, through a contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, Sean Canning, QPA, Newton's Qualified Purchasing Agent, has determined and certified in writing the value of this contract will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is for the 2026 calendar year; and

WHEREAS, the services of KKPR Marketing and Public Relations in the aggregate is expected to be in excess of the pay to play threshold of \$17,500.00; and

WHEREAS, KKPR Marketing and Public Relations has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies KKPR Marketing and Public Relations has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one (1) year, and the contract will prohibit KKPR Marketing and Public Relations, from making any reportable contributions through the term of the contract; and

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

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with KKPR Marketing and Public Relations not to exceed \$20,210.00 for the 2026 calendar year; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file in the Municipal Clerk's Office.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 49-2026

APPROVING: KKPR Marketing and Public Relations.

FOR THE PURPOSE OF: Website Maintenance, promote marketing events through social media and other venues.

IN THE AMOUNT OF: Base Amount of \$900.00 per month and \$145.00 per hour for additional projects.

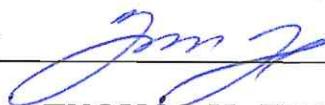
APPROPRIATED BY:

Current Fund Budget and Water/Sewer Budget

Subject to Appropriation of sufficient Funds in the 2026 Budget.

DATED: THIS 15th Day of January 2026

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #50-2026

January 15, 2026

"Reappointment of Nicole Kukan as Animal Control Officer for the Town of Newton"

WHEREAS, N.J.S.A. 4:19-15.16b, states a Governing Body of a municipality shall appoint a certified Animal Control Officer who shall be responsible for animal control within the jurisdiction; and

WHEREAS, Nicole Kukan, has successfully satisfied the requirements pursuant to N.J.S.A. 4:19-15.16a as a Certified Animal Control Officer;

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton hereby reappoints Nicole Kukan as the Animal Control Officer for the Town of Newton for calendar year 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #51-2026

January 15, 2026

“Authorizing the Town of Newton to Enter into an Agreement with The Canning Group, LLC for the Provision of Qualified Purchasing Agent Services for Calendar Year 2026”

WHEREAS, the Town of Newton is in need of Qualified Purchasing Agent (“QPA”) services; and

WHEREAS, The Canning Group, LLC can provide QPA services, in accordance with N.J.S.A. 40A:11-9; and

WHEREAS, QPA services are exempt from bidding requirements per N.J.S.A. 40A:11-3, et. seq.; and

WHEREAS, the Town of Newton desires to enter into an agreement with The Canning Group, LLC for QPA services, effective January 1, 2026 through December 31, 2026, based on the proposal submitted September 24, 2025 in the amount of \$9,000.00; 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 Council of the Town of Newton, County of Sussex, State of New Jersey, as follows:

1. The Town Manager is hereby authorized to execute the Agreement between the Town of Newton and The Canning Group, LLC for QPA services based on the proposal submitted dated September 24, 2025 in the amount of \$9,000.00; and
2. Sean P. Canning, MPA, QPA is hereby appointed as Qualified Purchasing Agent (QPA) for the Town of Newton effective 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 51-2026

APPROVING: Canning Group, LLC.

FOR THE PURPOSE OF: Qualified Purchasing Agent Services.

IN THE AMOUNT OF: Not to exceed \$9,000.00

APPROPRIATED BY:

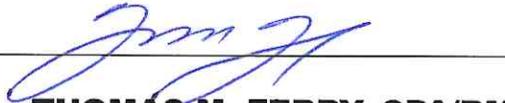
Current Fund Budget \$ 4,500.00

Water/Sewer Budget \$ 4,500.00

Subject to Appropriation of sufficient Funds in the 2026 Current Fund and Water-Sewer Budget.

DATED: THIS 15th Day of January 2026

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #52-2026

January 15, 2026

“Authorizing the Town of Newton to Enter into an Agreement with Phoenix Advisors, LLC in Connection with the Continuing Disclosure Requirements as our Independent Registered Municipal Advisor”

WHEREAS, the Town of Newton (“Town”) needs to engage the professional services of a financial advisory firm to advise the Town in connection with the Continuing Disclosure Requirements and issuance of Bonds and/or Notes and other matters relating to fiscal management; and

WHEREAS, Phoenix Advisors, LLC (“Phoenix”), 625 Farnsworth Avenue, Bordentown, NJ, 08505, provides such professional advisory services, and is a Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, and has heretofore been appointed by the Town to provide the same for the calendar year 2026; and

WHEREAS, Phoenix will perform, as Financial Advisor, tasks more fully described in the proposal dated October 17, 2025; and

WHEREAS, the Town will compensate Phoenix for Financial Advisory Services, in accordance with the Agreement dated October 17, 2025; and

WHEREAS, the parties desire hereby to set forth the full terms and conditions under which Phoenix will provide professional advisory services to the Town, as set forth in the Agreement attached hereto;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Town Manager is hereby authorized to execute an agreement with Phoenix Advisors, LLC in connection with the issuance of Bonds and/or Anticipation Notes, also all Continuing Disclosure Requirements.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 52-2026

APPROVING: Phoenix Advisors

FOR THE PURPOSE OF: Municipal Advisors and Continuing Disclosure Services.

IN THE AMOUNT OF: \$1,600.00 Base Fee and additional fees for Financial Advisor services for related Debt.

APPROPRIATED BY:

Current Fund Budget, Water/Sewer Budget, General Capital Ordinances and Water- Sewer Capital Ordinances.

Subject to Appropriation of sufficient Funds in the 2026 Current Fund Budget, Water-Sewer Budget, General Capital Ordinances and Water-Sewer Capital Ordinances.

DATED: THIS 15th Day of January 2026

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #53-2026

January 15, 2026

“Authorize the Award of a Required Disclosure Contract for Suburban Consulting Engineers as Sewer Engineers for the Town of Newton for Calendar Year 2026”

WHEREAS, the Town of Newton requires the services of a qualified Sewer Engineer for the Town of Newton on an annual basis through a contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Sean Canning, QPA, of the Canning Group, LLC, Newton's Qualified Purchasing Agent, has determined and certified in writing the value of the services will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is for the 2026 calendar year; and

WHEREAS, the firm Suburban Consulting Engineers in the aggregate is expected to exceed the pay to play threshold of \$17,500.00; and

WHEREAS Suburban Consulting Engineers has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies Suburban Consulting Engineers has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one (1) year, and the contract will prohibit them from making any reportable contributions through the term of the contract; and

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

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with Suburban Consulting Engineers not to exceed \$100,000.00 for the 2026 calendar year; and

BE IT FURTHER RESOLVED, the Business Disclosure Entity Certification and the Determination of Value be placed on file with 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 53-2026

APPROVING: Suburban Consulting Engineers

FOR THE PURPOSE OF: Sewer Engineers and Alternate Water Engineers.

IN THE AMOUNT OF: Hourly Rates \$95.00 to 215.00.

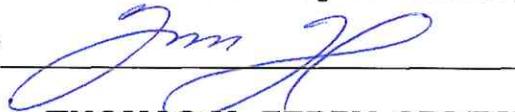
APPROPRIATED BY:

2026 Water/Sewer Utility Budget, Water/Sewer Capital Bond Ordinances by project per invoices.

Subject to Appropriation of sufficient Funds in the 2026 Budget.

DATED: THIS 15th Day of January 2026

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #54-2026

January 15, 2026

“Authorize the Award of a Required Disclosure Contract to Schenck, Price, Smith & King, LLP for Tax Appeal and Municipal Conflict Attorney for 2026”

WHEREAS, there exists a need for a Tax Appeal and Municipal Conflict Attorney for the Town of Newton, in the County of Sussex, State of New Jersey for 2026; and

WHEREAS, such legal services can be provided best by the Law Firm of Schenck, Price, Smith & King, LLP, Sparta, New Jersey; and

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

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX AS FOLLOWS:

1. The Law Firm of Schenck, Price, Smith & King, LLP, Sparta, New Jersey is hereby retained to provide the specialized legal services necessary in connection with Tax Appeal matters and Municipal Conflict Attorney in accordance with Agreements based on the proposal dated as of December 1, 2025 and submitted to the Town (the "Contract").
2. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.
3. The services to be rendered by the Law Firm of Schenck, Price, Smith & King, LLP, shall be on an "as needed" requirement, as sought by the Town of Newton in amounts **not to exceed \$25,000** for Tax Appeal Counsel, and **\$10,000** for Municipal Conflict Attorney.
4. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the Town and notice of this action shall be published once in the New Jersey Herald.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 54-2026

**APPROVING: Robert B. McBriar Esq. of the firm of Schenck,
Price, Smith and King, LLP.**

**FOR THE PURPOSE OF: Special Council for Tax Appeal Matters
and Municipal Conflict Attorney**

**IN THE AMOUNT OF: Not to exceed \$25,000.00 for Tax Appeal
Council.**

Not to exceed \$10,000.00 for Municipal Conflict Attorney.

APPROPRIATED BY:

Current Fund Budget \$22,750.00

Water/Sewer Budget \$12,250.00

**Subject to Appropriation of sufficient Funds in the 2026 Current
Fund and Water/Sewer Budgets.**

DATED: THIS 15th Day of January 2026

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #55-2026

January 15, 2026

**“Appointment of John-Paul E. Couce as
Town Council Liaison to the Advisory Shade
Tree Commission”**

BE IT RESOLVED, by the Town Council of the Town of Newton that Councilmember John-Paul E. Couce be and is hereby appointed to the Advisory Shade Tree Commission as the Town Council liaison member for calendar year 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #56-2026

January 15, 2026

"Authorize the Award of a Required Disclosure Contract to The Chilla Business Counsel, LLC for Labor Relations Attorney for 2026"

WHEREAS, there exists a need for a Labor Relations Attorney for the Town of Newton, in the County of Sussex, State of New Jersey for 2026; and

WHEREAS, such legal services can be provided best by the Law Firm of The Chilla Business Counsel, LLC, Morristown, New Jersey; and

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

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX AS FOLLOWS:

1. The Law Firm of The Chilla Business Counsel, LLC, Morristown, New Jersey is hereby retained to provide the specialized legal services necessary in connection with Labor Relations in accordance with Agreements based on the proposal dated as of October 28, 2025 and submitted to the Town (the "Contract").
2. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.
3. The services to be rendered by the Law Firm of The Chilla Business Counsel, LLC, shall be on an "as needed" requirement, as sought by the Town of Newton in amounts **not to exceed \$50,000**.
4. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the Town and notice of this action shall be published once in the New Jersey Herald.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

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 # 56-2026

**APPROVING: James T. Prusinowski Esq. of the firm of Chilla
Business Counsel, LLC.**

FOR THE PURPOSE OF: Special Council for Labor Relations.

IN THE AMOUNT OF: Not to exceed \$50,000.00

APPROPRIATED BY:

Current Fund Budget \$32,500.00

Water/Sewer Budget \$17,500.00

**Subject to Appropriation of sufficient Funds in the 2026 Current
Fund and Water/Sewer Budgets.**

DATED: THIS 15th Day of January 2026

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #57-2026

January 15, 2026

“Granting Authority for Approval of Certain Purchases in Excess of the Bid Threshold Through New Jersey State Contracts and/or Purchasing Cooperatives for 2026”

WHEREAS, a need exists for the acquisition of various goods and services contained within cooperative contracts and over the bid threshold as aggregation of commodities, for the daily operations of the Town of Newton; and

WHEREAS, the Town of Newton may, without advertising for bids, purchase such materials through the New Jersey State Purchase and Property State Contracts and other approved Regional Cooperative Purchasing Systems of which the Town of Newton is a member, pursuant to N.J.S.A. 40A:11-11, N.J.S.A. 40A:11-12, and N.J.A.C. 5:34-7.29 et. Seq.; and

WHEREAS, under the State Cooperative Contract, or Designated Regional Cooperative Contract award, the following vendors hold valid cooperative contracts in accordance with the New Jersey Local Public Contracts Law:

| | | | | |
|--|---------------------|--------------|--|------------|
| Advanced Auto Parts | R-LD-23013-01 | Omnia | Auto Parts | 10/31/2028 |
| Amazon | #RTC- 17006 | Omnia | General merchandise | 1/18/2028 |
| American Hose & Hydraulic | 40866 | NJ State | T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES | 3/17/2026 |
| Applied Concepts, Inc, dba Stalker Radar | 17-FLEET-00726 | NJ State | T0106 - Law Enforcement Firearms Equipment and Supplies | 5/14/2026 |
| Atlantic Salt | BC-BID-24-48 | Bergen | Roadway Rock Salt | 9/30/2026 |
| AXON Enterprises | 17-FLEET-00738 | T0106 | Police Equipment/ Tasers | 5/14/2025 |
| Bergen Fence | BC 24-07 | Bergen Co Op | Fencing | 3/19/2026 |
| Campbell Freightliner LLC | Somerset CC-0129-23 | Somerset | Original Equipment Manufactured Parts and Repairs, Heavy Duty Vehicles | 11/21/2026 |
| CDW | ESCNJ/AEPA-22G | | Technology Supplies & Services | 5/24/2026 |
| Cintas Corporation | 99297 | Bergen | NOI - Facilities Management Products and Solutions – Uniform Rentals | 10/31/2026 |

| | | | | |
|--|--|--------------|---|-----------|
| Cliffside Auto Body | 23-26 & 23-26.1 | Bergen Co-Op | Automotive - Mechanical Repair Services - CK04 COOP | 1/16/2026 |
| Continental Fire & Safety | 17-FLEET-00802 | T0790 | Firefighter Protective Clothing and Equipment | 6/14/2026 |
| CONTINENTAL FIRE & SAFETY INC New Jersey Fire Equipment Co Tasc Fire Apparatus Inc. Globe Manufacturing Company LLC State Line Fire & Safety Inc MUNICIPAL EMERGENCY SERVICES Witmer Public Safety Group Inc. AAA Emergency Supply Co Inc | 17-FLEET-00805 | | FIREFIGHTER GEAR | 6/14/2026 |
| Custom Bandag (Goodyear Tire & Rubber Co.) | socCC- CC-0016-23 | | Tires, Tubes and Services | 6/22/2026 |
| Custom Bandag (Goodyear Tire & Rubber Co.) | socCC-0016-21 | | Tires, Tubes and Services | 6/13/2026 |
| Dell | 20-TELE-01510 | M0003 | Software License & Related Service | 5/24/2026 |
| Dell | 24-TELE-71883 | M0483 | Computer Equipment and Peripherals | 6/30/2026 |
| Eagle Point Gun | 17-FLEET-00721 | T0106 | Law Enforcement Firearms Equipment and Supplies | 5/31/2026 |
| East Coast Emergency Lighting | 23-FLEET-68813 | NJ State | T0106 - Law Enforcement Firearms Equipment and Supplies | 3/31/2027 |
| East Coast Salt Distribution | 24-49 | Bergen | Bagged Ice melt Products | 4/30/2026 |
| Eastern Auto Parts | T2761 | NJ State | Auto Parts | 2/25/2026 |
| Eastern Autoparts Warehouse | State 86011 | NJ State | Fleet Parts and Accessories Non-OEM for Light duty Vehicles | 2/25/2026 |
| ELITE EMERGENCY SERVICES | 17-FLEET-00749 | | EMERGENCY LIGHTING AND OTHER VEHICLE ACCESSORIES | 5/14/2026 |
| Ex Tech Building Materials | Sussex | | Calcium Chloride De-icing Chemicals (Sussex County Cooperative) | 9/21/2026 |
| Firefighter One LLC | 17-FLEET-00807 | T0790 | Police Security Equipment and Supplies | 6/14/2026 |

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|--|--|------------------|---|---------------------------|
| Firefighter One LLC | 17-FLEET-00734 | T-0106 | Police Security Equipment and Supplies | 5/14/2026 |
| Firefighter One LLC HAIX North America All Hands Fire Equipment Witmer Public Safety Group Inc. Skylands Area Fire Equipment & Training LLC DiVal Safety & Equipment | 17-FLEET- 00809/00810/ 00810 | NJ State | T0790 Firefighter Protective Clothing and Equipment | 6/14/2026 |
| Foveonics | ESCNJ 22/23-11 | ESCNJ | Document Imaging | 6/30/2026 |
| Garden State Labs | HCESC-Ser-21- 05-R | HCESC | Lab Testing | 6/7/2026 |
| Gabrielli Kenworth of NJ LLC | Somerset CC- 0129-23 | Somerset | Original Equipment Manufactured Parts and Repairs, Heavy Duty Vehicles | 11/21/2026 |
| Gabrielli Truck Sales | 97568 | | BC-BID-21-60 - Automotive Parts and Accessories - COOP | 8/13/2026 |
| Goosetown Communications | BID - CK04 COOP | Bergen Co op | Vehicle upfitting | Jan 2026 |
| Goosetown Enterprises | 83892 | NJ State | T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES | 4/30/2026 |
| Home Depot/ Lowes | 18-FLEET-00234 | NJ State | Hardware and building supply | 12/31/2026 |
| Hudson County Motors | 24-36 | Bergen Co- op | Large Scale: Parts & Repair Services - CK04 COOP | 12/3/2026 |
| Majestic Oil | 19-FOOD-01098 | | T1845 Ultra-Low Sulfur Diesel and Biodiesel Fuel | 04/01/2020 03/31/2026 |
| Majestic Oil | 19-FLEET-00972 | | T0083 Unleaded Automotive Gasoline | 11/01/2019- 10/31/2026 |
| Millennium Strategies | 120904 | Bergen | BC-RFP-22-008 - Grant Writing Services Coop | 6/14/2026 |
| Morton Salt | CONTRACT #3: ROCK SALT & CALCIUM CHLORIDE | | MCCPC | 10/31/2026 |
| Morton Salt | Sussex | | Rock Salt | 5/31/2026 |
| Motorola Solutions | 83909 | T0109 | Radio Communications Equipment and Accessories | 4/30/2026 |

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|-------------------------------------|--|---------------------|--|------------|
| Motorola Solutions | 83925 | T0109 | Radio Communications Equipment and Accessories | 4/30/2026 |
| Motorola Solutions | 23-FLEET-33791 | T0106 | Law Enforcement Firearms Equipment and Supplies | 5/31/2026 |
| Municipal Emergency Services | 17-FLEET-00818 | T0790 | Firefighter Protective Clothing and Equipment | 6/2026 |
| North Church Gravel | Sussex | | Ice Control Material (Snow Grits) (Sussex County Cooperative) | 8/10/2026 |
| NORTHEAST COMMUNICATIONS | 83898 | T0109 | RADIO COMMUNICATIONS | 4/30/2026 |
| Rachles Michele's | Gasoline, Diesel, Fuel Oil: Bergen County Coop | Bergen | 23-34 | 3/2/2026 |
| Rachles Michele's | 19-FOOD-01099 | NJ State | T1845 Ultra-Low Sulfur Diesel and Biodiesel Fuel | 3/31/2026 |
| Rachles Michele's | 19-FLEET-00973 | NJ State | T0083 Unleaded Automotive Gasoline | 3/31/2026 |
| Rapid Pump & Meter | | Bergen | BC-BID-21-13 - Pump and Meter Repair Services - Catalog - COOP | 10/18/2026 |
| Rapid Pump & Meter | | Bergen | BC-C-23-017 24 MONTH ELECTRICAL AND MECHANICAL SERVICE CONTRACT | 10/19/2026 |
| Riverview Paving | Sussex | | 2024 Sussex County Road Resurfacing - Sussex County Cooperative | 11/25/2026 |
| SHI International | New Jersey Cooperative Purchasing Alliance | CK-04/ BC Bid 22-24 | Computer equipment, software and peripherals | 6/1/2026 |
| STAVOLA CONSTRUCTION MATERIALS, INC | Sussex | | Bituminous Concrete Aggregates & Broken Stone (Sussex County Cooperative) | 4/27/2026 |
| Taylor Oil Company | 19-FOOD-01097 | NJ State | T1845 Ultra-Low Sulfur Diesel and Biodiesel Fuel | 3/31/2026 |
| Tony Sanchez Ltd | 83906 | | T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR) | 11/20/2026 |
| Tree King Inc | MCCPC # 18 | | Tree Removal and Brush Grinding | 12/31/2026 |
| WB Mason | ESCNJ 21/22-22 | ESCNJ | Office Supplies | 1/31/2026 |
| WB Mason | 24-COMG-78752 | State Contract | T0052 Office Supplies and Recycled Copy Paper Statewide | 2/28/2027 |

| | | | | |
|---|---|----------------|---|------------|
| IMPAC UNIVERSAL FUEL SERVICES (D/B/A MANSFIELD OIL COMPANY) | 24-GNSV1-52509 | 10/18/2025 | M2022 - FUEL CREDIT SERVICES STATEWIDE | 10/18/2026 |
| WB Mason | 24-COMG-78752 | State Contract | T0052 Office Supplies and Recycled Copy Paper Statewide | 2/28/2027 |
| National Fuel Oil | Contract #12: #2 Ultra Low Sulfur Diesel Fuel | MCCPC | Diesel | 12/31/2026 |
| Riggins | Contract #12: #2 Ultra Low Sulfur Diesel Fuel | MCCPC | Diesel | 12/31/2026 |
| SJ Fuel South Company Inc | CONTRACT #1: MOTOR GASOLINE | MCCPC | Gasoline | 12/31/2026 |
| Petroleum Traders Inc | CONTRACT #1: MOTOR GASOLINE | MCCPC | Gasoline | 12/31/2026 |

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

1. The Qualified Purchasing Agent (QPA) upon receipt of an identified need and direction from the Town is hereby authorized to approve purchases in the aggregate over the bid threshold from the list of approved cooperative contracts, through New Jersey State Contracts and/or Purchasing Cooperatives to which the Town of Newton is a member without further action from Council, provided that funds are available to cover the expenditure.
2. Purchase approvals made by the Qualified Purchasing Agent (QPA) by virtue of the adoption of this Resolution shall be subject to the provisions and requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and that no amount of any contract shall be in excess of the bid threshold in a single purchase or the aggregate without express individual resolutions authorizing such cooperative purchases by contract number.

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 reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #58-2026

January 15, 2026

“Approval of the Execution of a Shared Services Agreement with Hampton Township to Provide Animal Control Services for Calendar Year 2026”

WHEREAS, the Township of Hampton (“Hampton”) wishes to obtain animal control services from the Town of Newton (“Newton”); and

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

WHEREAS, the parties desire to enter into a Shared Services Agreement, a copy of which is attached, which sets forth the terms and conditions of the shared animal control services for the period commencing January 1, 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 Hampton to provide animal control services to Hampton 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT-ANIMAL CONTROL SERVICES

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

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

WITNESSETH:

The Town of Newton (hereinafter referred to as "NEWTON") and the Township of Hampton (hereinafter referred to as "HAMPTON") (collectively referred to as the "Parties") have agreed this 28 day of October, 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 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 HAMPTON, if requested, with Animal Control Services for an additional period of ninety (90) calendar days and HAMPTON shall pay for those services under the terms of this Agreement.

2. SCOPE OF SERVICES

2.1 DESIGNATED AS GENERAL AGENT

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

2.2 RESPONSIBILITY

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

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

2.3 SUPERVISION AND DIRECTION OF STAFF

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

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

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

2.4 DESIGNATION AS OFFICIALS

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

3. ACTIVITIES

3.1 ANIMAL SHELTER FACILITIES

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

3.2 SERVICES TO BE PERFORMED

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

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

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

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

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

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

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

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

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

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

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

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

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

M. ACO to provide monthly reports and report/phone call log summary in writing to the Hampton Township Committee either via email to administrator@hamptontwp-nj.org or send copies via USPS.

3.3 PLACE OF OPERATION

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

4. ENFORCEMENT ACTIONS

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

5. FUNDING

5.1 COMPENSATION PAYABLE BY HAMPTON TOWNSHIP

In consideration of this service, HAMPTON shall pay to NEWTON Fifteen Thousand Dollars (\$15,000) for the contract term specified herein.

5.2 QUARTERLY PAYMENTS BY HAMPTON TO NEWTON

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

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

January 1, 2026 - \$3,750.00

April 1, 2026 - \$3,750.00

July 1, 2026 - \$3750.00

October 1, 2026 - \$3,750.00

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

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

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

7. APPLICABLE LAW

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

8. TERMINATION EVENTS

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

A. Neither Party may terminate this Agreement with written advance notification, except that this Agreement may be terminated by HAMPTON upon ninety (90) calendar days' written notice if NEWTON retains a new ACO that is not acceptable to HAMPTON, except as set forth in Section 1 above.

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

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

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

9. INDEMNIFICATION

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

10. INSURANCE

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

11. ADMINISTRATIVE AND LEGAL SUPERVISION

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

12. CHOICE OF LAW AND DISPUTE RESOLUTION

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

13. OTHER CONTRACTS

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

14. CONFORMITY OF LOCAL ORDINANCES WITH THIS AGREEMENT

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

15. 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 35 of the HAMPTON Township Code, entitled "Animal Control, Domestic", 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 HAMPTON 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.

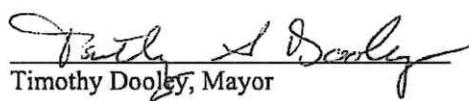
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:



Diana Juarez, RMC
Municipal Clerk

TOWNSHIP OF HAMPTON



Timothy Dooley, Mayor

ATTEST:



Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

Helen R. Le Frois, Mayor

Newton and Hampton Animal Control Shared Services Agreement

Attachment "A"

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

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

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

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

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

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

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



TOWN OF NEWTON

RESOLUTION #59-2026

January 15, 2026

“Approval of the Execution of a Shared Services Agreement with the Borough of Sussex to Provide Animal Control Services for Calendar Year 2026”

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

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

WHEREAS, the parties desire to enter into a Shared Services Agreement, a copy of which is attached, which sets forth the terms and conditions of the shared animal control services for the period commencing January 1, 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 Borough of Sussex to provide animal control services to Sussex 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 the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT-ANIMAL CONTROL SERVICES

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

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

WITNESSETH:

The Town of Newton (hereinafter referred to as "NEWTON") and the Borough of Sussex (hereinafter referred to as "SUSSEX") (collectively referred to as the "Parties") have agreed this ___ day of _____, 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 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) calendar months prior to the expiration of the initial term of this Agreement.

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

2. SCOPE OF SERVICES

2.1 DESIGNATED AS GENERAL AGENT

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

2.2 RESPONSIBILITY

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

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

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

2.3 SUPERVISION AND DIRECTION OF STAFF

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

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

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

2.4 DESIGNATION AS OFFICIALS

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

3. ACTIVITIES

3.1 ANIMAL SHELTER FACILITIES

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

3.2 SERVICES TO BE PERFORMED

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

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

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

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

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

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

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

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

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

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

I. There shall be a minimum attendance at one (1) SUSSEX Governing Body meeting per calendar year and as often as requested by the SUSSEX Governing Body, but in any event, no more than three (3) SUSSEX Governing Body meetings per calendar year, which shall be compensated by SUSSEX.

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

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

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

3.3 PLACE OF OPERATION

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

4. ENFORCEMENT ACTIONS

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

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

5. FUNDING

5.1 COMPENSATION PAYABLE BY SUSSEX BOROUGH

In consideration of this service, SUSSEX shall pay to NEWTON Thirteen Thousand (\$13,000.00) Dollars for the contract term specified herein.

5.2 QUARTERLY PAYMENTS BY SUSSEX TO NEWTON

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

B. For the period of January 1, 2026 through December 31, 2026 NEWTON will receive quarterly pro-rated payments in the amount of \$3,250.00 from SUSSEX for the period in question:

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 SUSSEX requesting payment.

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

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

7. APPLICABLE LAW

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

8. TERMINATION EVENTS

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

- A. Either of the Parties may terminate this Agreement with written advance notification, except that this Agreement may be terminated by SUSSEX upon ninety (90) calendar days' written notice if NEWTON retains a new ACO that is not acceptable to SUSSEX, except as set forth in Section 1 above.
- B. If, for any reason, Animal Control services should become a financial liability for NEWTON, NEWTON reserves the right, upon ninety (90) calendar days written notice to SUSSEX, to terminate this Agreement and shall be held harmless by SUSSEX for taking any such action to terminate.
- C. The provisions of Section 1 and Section 12 shall supersede all provisions of this Section, where applicable.
- D. SUSSEX will pay all outstanding invoices for services to NEWTON rendered to SUSSEX prior to cancellation of this Agreement.

9. INDEMNIFICATION

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

10. INSURANCE

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

11. ADMINISTRATIVE AND LEGAL SUPERVISION

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

12. CHOICE OF LAW AND DISPUTE RESOLUTION

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

13. OTHER CONTRACTS

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

14. CONFORMITY OF LOCAL ORDINANCES WITH THIS AGREEMENT

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

15. 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 SUSSEX Borough Code, entitled "Animals", as same may be amended from time to time.
- D. The ACO will provide the Borough 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 SUSSEX 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:



Antoinette Smith, RMC
Municipal Clerk

BOROUGH OF SUSSEX



Robert Holowach, Mayor

ATTEST:

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

Helen R. Le Frios, Mayor

**SUSSEX BOROUGH
RESOLUTION 2025-151R**

**AUTHORIZING EXECUTION OF SHARED SERVICE AGREEMENT WITH
TOWN OF NEWTON FOR ANIMAL CONTROL SERVICES.**

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

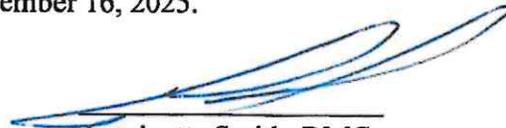
WHEREAS, the Town of Newton is willing to enter into a Shared Services Agreement with the Borough of Sussex to provide the requested animal control services to Sussex; and

WHEREAS, the parties desire to enter into a Shared Services Agreement consistent with the copy attached hereto, 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 what the State of New Jersey envisions 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 Governing Body of the Borough of Sussex, County of Sussex, State of New Jersey, that the Mayor and Administrator are hereby authorized, on behalf of the Borough of Sussex to execute a Shared Services Agreement with the Town of Newton to provide animal control services to the Borough of Sussex for the period of January 1, 2026 through December 31, 2026.

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Governing Body of the Borough of Sussex, in the County of Sussex, State of New Jersey, at a regular meeting held on December 16, 2025.



Antoinette Smith, RMC
Sussex Borough Clerk



TOWN OF NEWTON

RESOLUTION #60-2026

January 15, 2026

"Resolution for Sign, Printing, and Logo Services in a Required Disclosure Contract to Gravity Design Works Inc."

WHEREAS, the Town of Newton has a need for printing and logo design services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the anticipated term of this contract is for calendar year 2026; and

WHEREAS, Gravity Design Works Inc., 262 Spring St., Newton, N.J. 07860, has exceeded in the aggregate the pay to play threshold of \$17,500.00; and

WHEREAS, Gravity Design Works Inc has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor 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 the vendor from making any reportable contributions through the term of the contract; and

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton authorizes Gravity Design Works Inc., 262 Spring St., Newton, N.J. 07860, as a pay to play vendor; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be filed in the Municipal Clerk's office.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at the reorganization meeting of said Governing Body conducted on Thursday, January 15, 2026.

Teresa A. Oswin, RMC
Municipal Clerk