



**AGENDA
NEWTON TOWN COUNCIL
OCTOBER 26, 2020
7:00pm
(Via ZOOM)**

Join from a PC, Mac, iPad, iPhone or Android device: Please click this URL to join.
<https://us02web.zoom.us/j/86817648238?pwd=OHpTMEdFV3hEdHFwSm9NWWhadVNYZz09>
Passcode: 522008

Or join by phone: Dial (for higher quality, dial a number based on your current location): US:
[+1 929 205 6099](tel:+19292056099) or [+1 301 715 8592](tel:+13017158592) or [+1 312 626 6799](tel:+13126266799) or [+1 669 900 6833](tel:+16699006833) or [+1 253 215 8782](tel:+12532158782)
or [+1 346 248 7799](tel:+13462487799) Webinar ID: 868 1764 8238 Passcode: 522008

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

- a. October 14, 2020 – Regular Meeting

V. OPEN TO THE PUBLIC (3 minutes each)

At this point in the meeting, the Town Council welcomes comments from any member of the public on any topic. To help facilitate an orderly meeting and to permit the opportunity for anyone who wishes to be heard, speakers are asked to take one turn at the microphone and please limit their comments to 3 minutes. The Clerk will keep time. If reading from a prepared statement, please provide a copy and email a copy to the Clerk's Office after making your comments so it may be properly reflected in the minutes. Council may choose to comment after the entire public portion has concluded.

VI. COUNCIL & MANAGER REPORTS

- a. Mayor Diglio
- b. Deputy Mayor Flynn
- c. Councilman Dickson
- d. Councilman Schlaffer
- e. Councilwoman Le Frois
- f. Town Manager Russo

VII. OLD BUSINESS

VIII. ORDINANCES

- a. Introduction
Ordinance 2020-22

Refunding Bond Ordinance Providing for the Refunding of All or a Portion of the Outstanding General Obligation Bonds, Series 2011, of the Town of Newton, in the County of Sussex, New Jersey, Appropriating \$2,800,000 Therefor and Authorizing the Issuance of \$2,800,000 General Obligation Refunding Bonds of the Town for Financing the Cost Thereof

Ordinance 2020-23

Ordinance Appropriating \$30,000 from the General Capital Fund Balance to be Reimbursed in Part Upon Receipt of a \$24,000 Grant Available from the New Jersey Department of Environmental Protection for the 2012 Trail Grant Project Phase III Providing for the Continued Rehabilitation of the Sussex Branch Trail in and by the Town of Newton, in the County of Sussex, New Jersey

Ordinance 2020-24

An Ordinance Adopting a New Section 307-44.A, Crosswalks, to Chapter 307, Vehicles and Traffic, in the Town of Newton, County of Sussex, State of New Jersey & Approve a Mid-Block Crosswalk on Trinity Street

IX. CONSENT AGENDA

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

- a. Resolution #228-2020*
- b. Resolution #229-2020*
- c. Resolution #230-2020*
- d. Resolution #231-2020*

Appointment of Keith Mitchell as Risk Management Consultant for the Town of Newton for Calendar Year 2021

Resolution Appointing Fund Commissioner for the Statewide Insurance Fund for Calendar Year 2021

Appointment of Joseph Ricciardo as an Alternate Member of the Newton Planning Board

Concur with the Town Manager's Appointment of Robert Teets as School Crossing Guard for the 2020-2021 School Year

- e. Resolution #232-2020* Resolution of the Town of Newton, in the County of Sussex, New Jersey, Determining the Form and Other Details of One or More Notes Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank, to be Issued in the Aggregate Principal Amount of up to \$555,000, Providing for the Issuance and Sale of Such Notes to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Notes by the Town in Favor of the New Jersey Infrastructure Bank, all Pursuant to the New Jersey Infrastructure Bank Construction Financing Loan Program
- f. Resolution #233-2020* Resolution Extending Temporary Outdoor Restaurant Seating During the Pandemic Shutdown Through March 31, 2021
- g. Resolution #234-2020* Authorize Submission of an Application for the Local Government Emergency Fund Grant
- h. Resolution #235-2020* Amendment to Capital Budget
- i. Resolution #236-2020* Approve Bills and Vouchers for Payment
- j. Application(s)* Membership into the Newton Fire Department from Aaron Cassick, 11 Stuart St, Newton, NJ

X. DISCUSSION

XI. OPEN TO THE PUBLIC (3 minutes each)

XII. COUNCIL & MANAGER COMMENTS

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

TOWN OF NEWTON
Ordinance 2020-22

**REFUNDING BOND ORDINANCE PROVIDING FOR THE
REFUNDING OF ALL OR A PORTION OF THE
OUTSTANDING GENERAL OBLIGATION BONDS, SERIES
2011, OF THE TOWN OF NEWTON, IN THE COUNTY OF
SUSSEX, NEW JERSEY, APPROPRIATING \$2,800,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$2,800,000 GENERAL OBLIGATION REFUNDING BONDS OF
THE TOWN FOR FINANCING THE COST THEREOF**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The Town of Newton, in the County of Sussex, New Jersey (the "Town") is hereby authorized to refund all or a portion of the outstanding General Obligation Bonds, Series 2011, of the Town, dated August 30, 2011, issued in the original principal amount of \$6,610,000 (the "2011 Bonds"). The 2011 Bonds maturing on or after August 15, 2022 (the "Refunded Bonds") may be redeemed at the option of the Town in whole or in part on any date on or after August 15, 2021 (the "Redemption Date") at a redemption price equal to 100% of such Refunded Bonds, plus unpaid accrued interest, if any, to the Redemption Date.

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, negotiable refunding bonds (the "Refunding Bonds") are hereby authorized to be issued in the aggregate principal amount not to exceed \$2,800,000 pursuant to the Local Bond Law of the State of New Jersey.

Section 3. An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of Refunding Bonds authorized herein.

Section 4. The supplemental debt statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Town as defined in the Local Bond Law is increased by the \$2,800,000 amount of the Refunding Bonds authorized by this refunding bond ordinance and that an amount representing the \$2,555,000 principal amount of the bonds to be refunded will be deductible from gross debt. The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

Section 5. The purpose of the refunding is to effect an interest cost savings for the Town.

Section 6. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption.

Section 7. The Mayor, the Chief Financial Officer, the Town Clerk, and other appropriate representatives of the Town are hereby authorized to prepare such documents, to publish such notices and to take such other actions as are necessary or desirable to enable the Town to prepare for the sale and the issuance of the Refunding Bonds authorized herein and to provide for the redemption of the Refunded Bonds referred to in Section 1 hereof.

Section 8. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, October 26, 2020 via video conferencing. It was adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body conducted at 7:00pm on Monday, November 9, 2020 via video conferencing and shall take effect according to law.

ATTEST:

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON

Ordinance 2020-23

ORDINANCE APPROPRIATING \$30,000 FROM THE GENERAL CAPITAL FUND BALANCE TO BE REIMBURSED IN PART UPON RECEIPT OF A \$24,000 GRANT AVAILABLE FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2012 TRAIL GRANT PROJECT PHASE III PROVIDING FOR THE CONTINUED REHABILITATION OF THE SUSSEX BRANCH TRAIL IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY as follows:

Section 1. \$30,000 is hereby appropriated from the General Capital Fund Balance in and by the Town of Newton, in the County of Sussex, New Jersey (the "Town") to be reimbursed in part upon receipt of a \$24,000 grant available from the New Jersey Department of Environmental Protection for the 2012 Trail Grant Project Phase III involving the continued rehabilitation of the Sussex Branch Trail, including engineering, work, materials, and related costs.

Section 2. The Town has been approved by the New Jersey Department of Environmental Protection for a \$24,000 grant for the project described in Section 1 above, available on a reimbursement basis, and upon receipt the proceeds of the grant will be applied to reimburse the General Fund Balance Account.

Section 3. The Town hereby certifies it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Town is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 4. This ordinance shall take effect after final adoption and publication and otherwise as provided by law.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, October 26, 2020 via video conferencing. It was adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body conducted at 7:00pm on Monday, November 9, 2020 via video conferencing and shall take effect according to law.

ATTEST:

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2020-24

AN ORDINANCE ADOPTING A NEW SECTION 307-44.A, CROSSWALKS, TO CHAPTER 307, VEHICLES AND TRAFFIC, IN THE TOWN OF NEWTON, COUNTY OF SUSSEX, STATE OF NEW JERSEY & APPROVE A MID-BLOCK CROSSWALK ON TRINITY STREET

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

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

WHEREAS, the Town of Newton desires to create a new Section 307-44.A, Crosswalks, of Chapter 307, Vehicles and Traffic, of the Revised Ordinances of the Town of Newton, Sussex County, New Jersey to establish crosswalk locations in the Town; and

WHEREAS, the Town Engineer has determined it would be in the best interest of the Town of Newton to install a mid-block crosswalk along Trinity Street, 150 feet to the west of Stuart Street, to provide safe crossing for pedestrians, hikers, and bikers at the location where the Sussex Branch Rail Trail crosses Trinity Street;

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

SECTION 1: A new Section 307-44.A, Crosswalks shall be adopted as follows:

Section 307-44.A – Crosswalks

All crosswalk markings and signage shall be installed in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways. Crosswalks are established at the following locations:

Trinity Street, mid-block crosswalk, 150 feet west of the intersection of Stuart Street.

SECTION 2: SEVERABILITY AND REPEALER

Should any part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part held invalid.

SECTION 3: NOTICE

The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Sussex County Planning Board and to all others entitled pursuant to the provisions of N.J.S.A. 40:55D-15. Upon the adoption of this Ordinance, after public hearing, the Municipal Clerk is further directed to publish notice of the passage and to file a copy of this Ordinance, as finally adopted, with the Sussex County Planning Board, as required by N.J.S.A. 40:55D-16.

SECTION 4: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption and publication in accordance with law.

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, October 26, 2020 via video conferencing. It will be considered for adoption, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body to be conducted at 7:00pm on Monday, November 9, 2020 via video conferencing and shall take effect according to law.

ATTEST:

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #228-2020

October 26, 2020

“Appointment of Keith Mitchell as Risk Management Consultant for the Town of Newton for Calendar Year 2021”

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

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

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

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

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

1. The Town of Newton hereby appoints Keith Mitchell as its local Risk Management Consultant.
2. The Town Manager, Municipal Clerk, and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant’s Agreement for the year 2021 in the form attached hereto.

Name of Entity: Town of Newton

Attest:

Lorraine A. Read, Municipal Clerk

Sandra Lee Diglio, Mayor

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 a regular meeting of said Governing Body conducted on Monday, October 26, 2020.

Lorraine A. Read, RMC
Municipal Clerk

**2021 FUND YEAR
STATEWIDE INSURANCE FUND**

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 1st day of January 2021, among the Statewide Insurance Fund ("FUND"), a joint insurance fund of the State of New Jersey, the Town of Newton ("MEMBER") and Keith Mitchell of the Mitchell Insurance Agency ("CONSULTANT") through a fair and open process, pursuant to N.J.S.A.19:44A-20.4.

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

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

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

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

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

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

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - (a) assist in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
 - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
 - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
 - (d) explain to the MEMBER, or its representatives the operation of the FUND.
 - (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
 - (f) review the MEMBER'S assessment and assist in the preparation of

the MEMBER'S insurance budget.

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

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

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

3. The term of this Agreement shall be from **January 1, 2021** to **January 1, 2022**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.
4. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.
5. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation establishing compliance within seven (7) days of this Agreement.

ATTEST:

Member Representative

ATTEST:

Risk Management Consultant

Corporate Officer

ATTEST:

Statewide Insurance Fund

Chairperson

**EXHIBIT A
STATEWIDE INSURANCE FUND**

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

OR

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

OR

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

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

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

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

COMPANY: _____
Risk Management Consultant

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____



TOWN OF NEWTON
RESOLUTION #229-2020

October 26, 2020

**“Resolution Appointing Fund Commissioner
for the Statewide Insurance Fund for
Calendar Year 2021”**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Town of Newton that Thomas S. Russo, Jr. is hereby appointed as the Fund Commissioner for the Local Unit for the year 2021; and

BE IT FURTHER RESOLVED that Jennifer A. Dodd is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the year 2021; and

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

Name of Entity: Town of Newton

By: _____
Sandra Lee Diglio, Mayor

ATTEST:

Lorraine A. Read, Municipal Clerk

This Resolution agreed to the 26th day of October, 2020 by a vote of:

___ Affirmative ___ Abstain ___ Negative ___ Absent

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 a regular meeting of said Governing Body conducted on Monday, October 26, 2020.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #230-2020

October 26, 2020

“Appointment of Joseph Ricciardo as an Alternate Member of the Newton Planning Board”

WHEREAS, there currently is vacancy on the Town of Newton Planning Board for an Alternate Member; and

WHEREAS, Joseph Ricciardo has expressed an interest in serving on the Planning Board;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that Joseph Ricciardo is hereby appointed to fill an unexpired two-year term as an Alternate Member of the Newton Planning Board, effective immediately with said term continuing to December 31, 2020.

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 a regular meeting of said Governing Body conducted on Monday, October 26, 2020.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #231-2020

October 26, 2020

**“Concur with the Town Manager's
Appointment of Robert Teets as School
Crossing Guard for the 2020-2021 School
Year”**

WHEREAS, New Jersey Statute 40A:9-154.1 states *“The governing body, or the chief executive, or the chief administrative officer, as appropriate to the form of government of any municipality, may appoint adult school crossing guards for terms not exceeding one 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 Robert Teets as a School Crossing Guard for the 2020-2021 school year.

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 a regular meeting of said Governing Body conducted on Wednesday, September 16, 2020.

Teresa A. Oswin, RMC
Deputy Municipal Clerk



TOWN OF NEWTON
RESOLUTION #232-2020

October 26, 2020

“Resolution of the Town of Newton, in the County of Sussex, New Jersey, Determining the Form and Other Details of One or More Notes Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank, to be Issued in the Aggregate Principal Amount of up to \$555,000, Providing for the Issuance and Sale of Such Notes to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Notes by the Town in Favor of the New Jersey Infrastructure Bank Construction Financing Loan Program”

WHEREAS, the Town of Newton, in the County of Sussex, New Jersey (the “Local Unit”), intends to undertake the Memory Park Drainage Improvement Project, consisting of the improvement of drainage at the Babe Ruth Baseball Field located at Memory Park, including grey and green infrastructure to improve the environment and safeguard public health and safety, and work, materials, equipment and costs necessary therefor or incidental thereto (collectively, the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the “New Jersey Water Bank”) of the New Jersey Infrastructure Bank (the “I-Bank”); and

WHEREAS, the Local Unit has determined to temporarily finance the undertaking of the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan (or loans) to be made by the I-Bank (collectively the “Construction Loan”) to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the “Construction Financing Loan Program”); and

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Loan Program, it is the desire of the Local Unit to issue and sell to the I-Bank the “Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$555,000 (collectively the “Note”); and

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest, and deliver the Note or Notes to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “Local Bond Law”), and other applicable law; and

WHEREAS, on June 22, 2020 the Local Unit adopted ordinance 2020-10, entitled "Bond Ordinance Providing for the Memory Park Drainage Improvement Project in and by the Town of Newton, in the County of Sussex, New Jersey, Appropriating \$555,000 Therefor and Authorizing the Issuance of \$555,000 Bonds or Notes of the Town to Finance Part of the Cost Thereof" (the "Local Unit Bond Ordinance") pursuant to the provisions of the Local Bond Law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note or Notes to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note or Notes to the I-Bank without any public offering, all under the terms and conditions set forth therein;

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

Section 1. In accordance with the provisions of the Local Bond Law, the Infrastructure Trust Act and the Local Unit Bond Ordinance, the Local Unit hereby authorizes the issuance, sale, and award of the Notes in accordance with the provisions hereof. The obligations represented by the Notes have been appropriated and authorized by the Local Unit Bond Ordinance, at which time a quorum was present and acted throughout, all in accordance with the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, pursuant to the terms and conditions hereof, (i) the final principal amount of the Note or Notes (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note or Notes.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note or Notes by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note or Notes shall be as follows:

- (a) the aggregate principal amount of the Note or Notes to be issued shall be an amount not to exceed \$555,000;
- (b) the maturity of the Note or Notes shall be as determined by the I-Bank;
- (c) the interest rate of the Note or Notes shall be as determined by the I-Bank;
- (d) the purchase price for the Note or Notes shall be par;
- (e) the Note or Notes shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note or Notes;
- (f) the Notes shall each be issued in a single denomination and shall be numbered "CFP-2020-[_]";
- (g) the Note or Notes shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and

- (h) the Note or Notes shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved, or reproduced thereon and attested by the manual signature of the Local Unit Clerk; and
- (i) the Note or Notes may be issued in one or more series as may be deemed necessary by the I-Bank.

Section 5. The Notes shall be substantially in the form on file with the Clerk, together with such additions, deletions, and other modifications required by the I-Bank and agreed to by the Local Unit upon consultation with counsel and any advisors to the Local Unit, such determinations being conclusively evidenced by the execution of the Note or Notes by the Authorized Officers (as defined herein).

Section 6. The law firm of McManimon, Scotland and Baumann, LLC is hereby authorized to arrange for the printing of the Note or Notes, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Loan Financing Program, to arrange for same.

Section 7. The Local Unit Mayor, Chief Financial Officer, and Local Unit Clerk (each an "Authorized Officer") of the Local Unit are each hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note or Notes and the participation of the Local Unit in the Construction Financing Loan Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note or Notes and the participation of the Local Unit in the Construction Financing Loan Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

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 a regular meeting of said Governing Body conducted on Monday, October 26, 2020.

Lorraine A. Read, RMC
Municipal Clerk

Exhibit A

Form of Local Unit Note

**TOWN OF NEWTON
NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK**

NOT TO EXCEED \$555,000 _____, 2020

NJWB - CFP-20-1

FOR VALUE RECEIVED, the Town of Newton, in the County of Sussex, New Jersey, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note"); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

"Administrative Fee" means the "NJDEP Fee" as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

"Anticipated Financing Program" means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

"Anticipated Long-Term Loan" means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Cost” or **“Costs”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“Credit Policy” means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

“Environmental Infrastructure Facilities” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

“Issue Date” means the date of issuance of this Note.

“**Loan**” means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

“**Loan Disbursement Requisition**” means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

“**Maturity Date**” means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be [_____], 2022, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 2024. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

- (A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 2024, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.
- (B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 2025, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 2026, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

“New Jersey Water Bank” means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) _____ Dollars (\$ _____), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Project” means the Environmental Infrastructure Facilities of the Borrower which constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“**Regulations**” means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“**State**” means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors’ rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower’s ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge

or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

(e) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(f) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The

Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the

Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or

any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank’s Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this

Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Town of Newton, 39 Trinity St, Newton, New Jersey, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

TOWN OF NEWTON

[SEAL]

ATTEST:

By: _____
Mayor

Clerk

By: _____
Chief Financial Officer



TOWN OF NEWTON

RESOLUTION #233-2020

October 26, 2020 **"Resolution Extending Temporary Outdoor Restaurant Seating During the Pandemic Shutdown Through March 31, 2021"**

WHEREAS, Town of Newton Resolution #151-2020, adopted on June 22, 2020, permitted outdoor seating for restaurants in Town during the pandemic, upon obtaining a Zoning Permit for Temporary Outdoor Restaurant Seating; and

WHEREAS, New Jersey Executive Order 150 permitted outdoor dining, New Jersey State Department of Health Executive Directive 20-014 provided provisions for the outdoor dining, and the Alcohol and Beverage Control Division ("ABC") established the COVID-19 Expansion of Premises Permit on June 3, 2020, via Special Ruling 2020-10, which permitted expansion of alcoholic beverage sales in outdoor areas; and

WHEREAS, the ABC issued Special Ruling 2020-21 on October 19, 2020, which has allowed for a renewal process for the COVID-19 Expansion Permits through March 31, 2021; and

WHEREAS, the Town of Newton desires to assist restaurants to extend temporary outdoor seating through March 31, 2021;

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

1. Outdoor seating will continue to be temporarily permitted as an accessory use to a restaurant, fast-food restaurant, and drive-in restaurant as those terms are defined in the Town Zoning Ordinance. The temporary period shall be until March 31, 2021, or longer if extended by an Executive Order issued by the Governor or State Department of Health Directive.
2. All outdoor restaurant seating must obtain a Zoning Permit for Temporary Outdoor Restaurant Seating. If such Zoning Permit has been issued, and provided no changes have been made to the outdoor restaurant seating, the Zoning Permit shall be extended through March 31, 2021, or longer if extended by an Executive Order issued by the Governor or State Department of Health Directive.
3. All terms of Town Resolution 151-2020 shall remain in effect, including requirements set forth for outdoor seating, and compliance with all applicable Federal, State, County, and Town orders and laws regarding outdoor dining and safety requirements including social distancing and mask requirements.

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 a regular meeting of said Governing Body conducted on Monday, October 26, 2020.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON RESOLUTION #234-2020

October 26, 2020

“Authorize Submission of an Application for the Local Government Emergency Fund Grant”

WHEREAS, as the public health emergency associated with the COVID-19 pandemic continues, the most significant negative financial impacts faced by county and municipal governments throughout New Jersey result from extreme economic contraction, deficits in tax and fee revenues, and extraordinary increases in public safety and health and human services expenditures; and

WHEREAS, severe fiscal stress limits the ability of counties and municipalities to maintain essential services and take the steps necessary to fight COVID-19; and

WHEREAS, without substantial federal assistance, residential taxpayers would absorb the primary impact of meeting these extraordinary needs and closing any associated operating deficits; and

WHEREAS, the New Jersey Department of Community Affairs (“DCA”), through the Division of Local Government Services (“DLGS” or “Division”), has been deemed the lead agency for the distribution of the Local Government Emergency Fund (the “LGEF” or “Program”), provided through an allocation of the State of New Jersey’s CARES Act Coronavirus Relief Fund (CRF Funds); and

WHEREAS, counties and municipalities excluded from the federal government’s direct CRF allocation plan, as well as those counties and municipalities that are currently the most impacted by COVID-19 in comparison to their available resources, are eligible for LGEF funds pursuant to a maximum distribution determined by formula; and

WHEREAS, a total of \$60 million is currently being made available under the Program, with a potential \$60 million more to be allocated; and

WHEREAS, LGEF Grants exist to support costs incurred as part of a local unit’s response to COVID-19;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Newton, that the Town of Newton will apply for a LGEF Grant in the amount of \$65,900.00.

CERTIFICATION

I, Lorraine A. Read, Municipal Clerk of the Town of Newton in the County of Sussex, and the State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the original Resolution duly passed and adopted by a majority of the full membership of the Town Council of the Town of Newton at its meeting of October 26, 2020.

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON
Resolution #235-2020
Amendment to the Capital Budget

WHEREAS, the local capital budget for the year 2020 was adopted on the 27th day of April, 2020; and
WHEREAS, it is desired to amend said capital budget section;
NOW, AND THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey the following adopted amendment(s) to the capital budget section of Capital Fund be made:

Recorded Vote (Insert Names)

((Abstain (
(((
Ayes (Nays ((
((Absent (
(((

CAPITAL BUDGET (Current Year Action)
2020

Planned Funding Services for Current Year 2020									
1 Project	2 Project Num.	3 Est. Total Cost	4 Amt. Res. In Prior Years	5a 2020 Budget Appropriation	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid/Other Fund	5f Debt Authorized	Total Funded In Future Year
Trail Grant Project Phase III	2020-16	\$ 30,000.00	\$ 30,000.00						
Total All Projects		\$ 30,000.00	\$ 30,000.00						

SIX YEAR CAPITAL PROGRAM 2020 TO 2025
ANTICIPATED PROJECT SCHEDULE AND FUNDING REQUIREMENTS
5. Funding Amounts Per Year

1 Project	2 Project Num.	3 Est. Total Cost	4 Estimated Completion Time	Capital Improvement Fund 2020 Budget	2020	2021	2022	2023	2024	2025
Trail Grant Project Phase III	2020-16	\$ 30,000.00	2020		\$ 30,000.00					
Total All Projects		\$ 30,000.00			\$ 30,000.00					

TOWN OF NEWTON
 Resolution #235-2020
 SIX YEAR CAPITAL PROGRAM 2020 - 2025
 SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

Project	2 Estimated Total Cost	3 <u>Budget Appropriation</u> Current Year Future Years		4 Capital Improv. Fund	5 Capital Surplus	6 Grants In Aid-Other Funds	7 Bonds and Notes			
							General	Self-Liquid.	Assessment	School
Trail Grant Project Phase III	\$ 30,000.00					\$ 30,000.00				
Total All Projects	\$ 30,000.00					\$ 30,000.00				

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services.

IT IS HEREBY CERTIFIED this is a true copy of a resolution amending the capital budget section adopted by the Town Council on the 26th day of October, 2020.

Trenton, New Jersey

Approved _____, 2020

 Lorraine A. Read, RMC
 Municipal Clerk

 DIRECTOR OF LOCAL GOVERNMENT SERVICES



TOWN OF NEWTON

RESOLUTION #236-2020

October 26, 2020 “Approve Bills and Vouchers for Payment”

BE IT RESOLVED by the Town Council of the Town of Newton that payment is hereby approved for all vouchers that have been properly authenticated and presented for payment, representing expenditures for which appropriations were duly made in the 2019 and 2020 Budgets adopted by this local Governing Body, including any emergency appropriations, and where unexpended balances exist in said appropriation accounts for the payment of such vouchers.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, October 26, 2020.

Lorraine A. Read, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 10/26/2020 For bills from 10/27/2020 to 10/22/2020

Check#	Vendor	Description	Payment	Check Total
2464	3861 - A ROYAL FLUSH, INC.	PO 56491 B: Porta John Rentals Jan - Dec 2020	464.14	464.14
2465	921 - AIRGAS EAST	PO 56349 B: CARON DIOXIDE	459.90	459.90
2466	3508 - AMERICAN AQUATIC TESTING, INC.	PO 57864 CHRONIC BIOASSAY	1,650.00	1,650.00
2467	4342 - ATD HIGHWAY PRODUCTS LLC	PO 57753 STREET SIGNS/ Overlay/ Braces	1,148.00	1,148.00
2468	98 - AURORA ELECTRICAL SUPPLY, LLC.	PO 57870 Machine Bulbs cust #10804	34.68	34.68
2469	4026 - AUTOZONE	PO 57871 Truck Main Wiring CUST #011108160	68.94	68.94
2470	4349 - BACKFLOW PARTS USA	PO 57869 Rpr parts for Wtr Trmt Plant	118.29	118.29
2471	1851 - BOBCAT OF NORTH JERSEY, INC.	PO 57872 SKIDSTEER REPAIR ACCT #NEWT0001	216.60	216.60
2472	1132 - BOONTON TIRE SUPPLY INC.	PO 57775 B: POLICE CAR REPAIRS	303.96	303.96
2473	3355 - BRAEN STONE SPARTA	PO 57883 Lower Spring/Sewer Rpr cust #2860	621.13	621.13
2474	2124 - BUCKMAN'S INC.	PO 57459 B: CHLORINE	1,303.00	1,303.00
2475	192 - CAMPBELL'S SMALL ENGINE INC.	PO 57873 Safety Glasses	16.99	16.99
2476	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 56311 B: LONG DISTANCE A/C	59.72	59.72
2477	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 56344 B: WOODSIDE AVE PS A/	41.40	41.40
2478	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 57865 LOCAL PHONE SERVICE OCT	1,234.27	
		PO 57865 LOCAL PHONE SERVICE OCT	2,875.13	4,109.40
2479	3770 - CINTAS	PO 56806 OSHA Eye Wash Station (2 sets)	1,235.99	
		PO 57874 Cleaning Supplies Cust #53794	110.00	1,345.99
2480	2697 - CIVIC PLUS INC	PO 57867 Civic Rec Annual Fee/ Approved Payment G	3,500.00	3,500.00
2481	4177 - CLIFFHANGER PRODUCTIONS, INC.	PO 57894 LIVE MUSIC FOR FALL FESTIVAL 10/11/2020	1,000.00	
		PO 57894 LIVE MUSIC FOR FALL FESTIVAL 10/11/2020	3,500.00	
		PO 57894 LIVE MUSIC FOR FALL FESTIVAL 10/11/2020	1,000.00	5,500.00
2482	1632 - COOPER ELECTRIC SUPPLY CO.	PO 57880 WTP LIGHTS	214.09	214.09
2483	2375 - COUNTY OF SUSSEX ELECTIONS	PO 57804 2020 Primary Election Programming - 7/7/	440.30	440.30
2484	155 - COYNE CHEMICAL CORP., INC.	PO 56404 B: CP-837 ZINC	1,638.24	
		PO 56405 B: SODIUM BISULFITE	630.41	
		PO 56407 B: CITRIC ACID	572.70	2,841.35
2485	512 - DIAMOND SAND & GRAVEL, INC	PO 57884 Lower Spring/ Sewer Line Rplmt	456.00	456.00
2486	106 - ELIZABETHTOWN GAS	PO 57836 NATURAL GAS -SEPT	1,221.33	
		PO 57836 NATURAL GAS -SEPT	416.70	1,638.03
2487	225 - FEDERAL EXPRESS	PO 56312 B: EXPRESS MAIL A/C #1344-0	141.59	141.59
2488	200 - GARDEN STATE LABORATORIES INC	PO 57881 WASTE & DRINKING WATER ANALYSIS Aug/Sept	6,595.00	6,595.00
2489	2626 - GENERAL CODE, LLC	PO 57850 SUPPLEMENT #19 cust #NE2921	1,114.27	1,114.27
2490	2313 - GRAVITY DESIGN WORKS, INC.	PO 57534 STREET BANNER/YARD SIGNS FOR FALL FESTIV	787.50	
		PO 57534 STREET BANNER/YARD SIGNS FOR FALL FESTIV	787.50	
		PO 57845 Flags of Honor Event 2020 - Revised Lawn	100.00	1,675.00
2491	789 - GREATER NEWTON CHMBR OF COMM.	PO 57890 HOLIDAY WREATHS (STORE, INSTALL AND REMO	6,900.00	6,900.00
2492	232 - HAMBURG PLUMBING SUPPLY CO INC	PO 57882 Pipe Straps for Lower Spring cust #1403	700.06	700.06
2493	230 - HAYEK'S MARKET INC.	PO 57830 REFRESHMENTS FOR GNCC MEET & GREET 9/13/	237.23	
		PO 57830 REFRESHMENTS FOR GNCC MEET & GREET 9/13/	237.24	474.47
2494	4198 - HIGHWAY EQUIPMENT COMPANY	PO 57750 KUBOTA KX-040 Excavator Attachments	5,250.00	5,250.00
2495	1866 - HOME DEPOT, INC.	PO 57805 EQUIPMENT FOR SPECIAL EVENTS	94.47	
		PO 57805 EQUIPMENT FOR SPECIAL EVENTS	94.48	188.95
2496	2140 - HYDRO TECHNOLOGY, LLC.	PO 57887 B: QUARTERLY BACK FLOW INSPECTIONS	1,400.00	1,400.00
2497	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 57853 COUNCIL BUSINESS -SEPT	1,230.00	
		PO 57854 SPARTA STREETScape -SEPT	500.00	
		PO 57855 SMALL CITIES GRANT -SEPT	562.50	
		PO 57856 AFFORDABLE HOUSING -SEPT	130.00	2,422.50
2498	113 - JCP&L	PO 57839 STREET LIGHTING -SEPT	6,276.20	
		PO 57866 STREET LIGHTING -SEPT	4,358.42	10,634.62
2499	2618 - JMC ENVIRONMENTAL CONSULTANTS, INC.	PO 57852 UST CONSULTING -SEPT	1,637.50	1,637.50
2500	3778 - JP MONZO MUNIC CONSULTING, LLC	PO 57757 BEST PRACTICES M MIEBACH	50.00	
		PO 57851 SEMINAR CARES REIMBURSEMENT M MIEBACH	50.00	100.00
2501	3308 - KIMBERLY MASON-WILLIAMS	PO 57824 ITEMS FOR CAR SHOW 10/11/2020	60.00	60.00
2502	2532 - LADDEY, CLARK & RYAN, LLP	PO 56285 B: PROSECUTOR McMeen (\$31,000/12=\$2,58	2,875.00	2,875.00
2503	266 - LAFAYETTE AUTO PARTS	PO 57888 Snow Plow/Hydraulic Hoses/Pins CUST #NJS	1,452.22	1,452.22
2504	4227 - LAW OFFICE OF DANIEL P. AGATINO, LLC.	PO 56341 B: PUBLIC DEFENDER (13,500/12=\$1,125	1,333.33	1,333.33
2505	2300 - LOWE'S , INC.	PO 57876 Roads/ Tools ACCT #9900 645668 7	34.15	34.15
2506	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 56399 B: LIQUID SODIUM HYPOCHLORITE/CHLORINE	923.94	
		PO 56401 B: SODA ASH	2,680.00	
		PO 56402 B: SULFUR DIOXIDE	1,248.00	4,851.94

List of Bills - CLEARING/CLAIMS

Meeting Date: 10/26/2020 For bills from 10/27/2020 to 10/22/2020

Check#	Vendor	Description	Payment	Check Total
2507	1141 - MCGUIRE, INC.	PO 57877 Sensor Kit/Straps/Nuts CUST #2252	937.21	937.21
2508	263 - MCMANIMON, SCOTLAND & BAUMANN, LLC	PO 57859 BAN POLICE CARS	1,000.00	
		PO 57859 BAN POLICE CARS	594.93	
		PO 57860 GENERAL REDEVELOPMENT -AUG	731.00	
		PO 57861 PRO SVCS TAX ANTICIPATION NOTE SALE -MAY	1,134.50	3,460.43
2509	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 57844 Hydrant Bolts	9.63	9.63
2510	3450 - MORRIS ASPHALT SUPPLY, LLC	PO 57889 Asphalt/Sewer Rpr	4,892.24	
		PO 57889 Asphalt/Sewer Rpr	1,050.65	5,942.89
2511	2567 - MUNICIPAL RECORD SERVICE	PO 57832 ATS Mailers	155.00	155.00
2512	116 - NEW JERSEY HERALD, INC.	PO 57669 ADVERTISING-TAX ACCT #64302	167.77	
		PO 57847 ADVERTISING -SEPT	94.79	262.56
2513	4284 - NEWTON AUTO BODY & RESTORATION,LLC	PO 57755 Repairs - MVA - Car #3609 - Accident - 0	1,766.46	1,766.46
2514	170 - NEWTON BOARD OF EDUCATION	PO 57228 SCHOOL TAX (JULY-DEC)	1,110,506.50	1,110,506.50
2515	2701 - NJLM	PO 57837 2020 LAGUE DELIGATE REGISTRATION	165.00	
		PO 57837 2020 LAGUE DELIGATE REGISTRATION	55.00	220.00
2516	1207 - NJMMA	PO 57868 2021 Full Membership for Russo	250.00	250.00
2517	2788 - PENTELEDATA	PO 56346 B: INTERNET	399.85	
		PO 56346 B: INTERNET	669.75	1,069.60
2518	4204 - PLANET NETWORKS INC.	PO 57823 WEB SERVICES	1,487.77	1,487.77
2519	2753 - PORTER LEE CORPORATION	PO 57831 SOFTWARE SUPPORT (11/20-10/21)	882.00	882.00
2520	2504 - PowerDMS, Inc.	PO 57810 ANNUAL POLICY SUBSCRIPTION/LICENSE CUST	2,880.66	2,880.66
2521	4272 - PRO TECH FIRE SAFETY LLC	PO 57846 Fire Extinguisher Yrly Svc - DPW	2,904.00	
		PO 57846 Fire Extinguisher Yrly Svc - DPW	1,692.00	4,596.00
2522	2212 - PROCESS TECH SALES AND SERVICE	PO 57886 STABL/TURB/20.ONTU	1,275.95	1,275.95
2523	4126 - PROFESSIONAL CONSULTING INC.	PO 54538 ENGINEERING -SPARTA AVE PUMP STATION -	14,000.00	
		PO 56448 B: 2020 SEWER ENGINEER not to exceed \$4	2,917.50	
		PO 57862 RBC REPAIRS -SEPT	410.00	
		PO 57863 FINAL CLARIFIER -SEPT	2,227.50	19,555.00
2524	4273 - QUADIENT INC.	PO 57504 4TH QTR POSTAGE MACH RENTAL	529.41	529.41
2525	39 - QUILL CORPORATION	PO 56389 B: OFFICE SUPPLIES CUST #6182634	370.55	370.55
2526	4203 - RAPID PUMP	PO 56497 B: Water Utility Qtrly Service Inspectio	4,800.00	4,800.00
2527	4152 - RUSSELL REID WASTE & DISPOSAL., INC.	PO 56408 B: SLUDGE REMOVAL CUST #74732	6,765.26	6,765.26
2528	55 - SCHMIDT'S WHOLESALE, INC	PO 57834 MANHOLE RINGS ACCT #600	149.05	149.05
2529	611 - SEBRING AUTO PARTS, INC.	PO 57875 Bulbs/Lock Rings/Equip Main cust #46	193.76	193.76
2530	951 - SERVICE ELECTRIC CABLE TV, INC.	PO 56283 B: DIGITAL CONVERTERS & DTA'S	121.35	121.35
2531	4165 - SF MOBILE-VISION, INC.	PO 57506 EXTENDED MAINTENANCE AGREEMENT	3,384.00	3,384.00
2532	3993 - SLOAN, JAMES P.	PO 56273 B: 2020 JUDGE (\$36,414.00/12=\$3,034.50	3,451.17	3,451.17
2533	1489 - SMALLEY, JOHN H	PO 56303 B: 2020 SVC'S WTP (\$17,000/12=\$1,416.67	1,416.66	1,416.66
2534	3117 - SOME'S WORLD WIDE UNIFORMS, INC.	PO 57821 MOLLY CARRIER CUST #10706	135.00	135.00
2535	316 - SPARTA TOWNSHIP TAX COLLECTOR	PO 57800 4th qtr WTP PROP TAXES	18,018.51	18,018.51
2536	2257 - STAPLES	PO 56391 B: OFFICE SUPPLIES	108.93	
		PO 56704 OFFICE SUPPLIES REC/POOL cust #C1329496	22.21	
		PO 57782 FIRE DEPT OFFICE SUPP'S	178.46	
		PO 57785 BLANKET- OFFICE SUPPLIES and F.O.H. MARK	85.18	
		PO 57788 Keyboard and date stamps	51.05	
		PO 57794 Office Supplies	18.53	464.36
2537	2257 - STAPLES	PO 57803 Office supplies for Town Manager	67.28	67.28
2538	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 57585 ENGINEERING SERVICES BABE RUTH DRAINAGE	6,064.73	6,064.73
2539	572 - SUSSEX COUNTY CLERK	PO 57801 7/7/2020 Primary Election Expenses	4,516.39	4,516.39
2540	3965 - SYN-TECH SYSTEMS, INC.	PO 57858 Fuel Sys Contract 10/30/2020-10/29/2021	1,175.00	1,175.00
2541	3851 - THE CANNING GROUP, LLC.	PO 56343 B: QPA PURCHASING 2020 (\$7,500/12=\$625/m	625.00	625.00
2542	2675 - TIRE KING, INC.	PO 57792 Trk #5 Tire Rplmnt	1,208.00	1,208.00
2543	2880 - TRACTOR SUPPLY	PO 57878 Equip Grease/Work Lights	185.55	185.55
2544	3369 - UNITED TELEPHONE/CENTURY LINK	PO 56345 B: DIGITAL DATA CIRCUIT A	293.32	293.32
2545	4018 - USA HOIST CO., INC.	PO 56347 B: ELEVATOR MAINT	470.00	470.00
2546	1280 - VERIZON WIRELESS, INC.	PO 57829 CELL PHONES -SEPT	1,471.67	
		PO 57829 CELL PHONES -SEPT	251.00	1,722.67
2547	2635 - W.B. MASON, INC.	PO 57784 BLANKET- OFFICE SUPPLIES CUST #C1329496	395.79	
		PO 57816 Supplies for Town Manager, P/Z, and 2nd	192.62	
		PO 57825 Toner for printer cust #C1329496	156.13	
		PO 57833 Printer Supplies CUST #C1329496	351.85	1,096.39
2548	3080 - WINGLE SUPPLY COMPANY INC.	PO 57885 Storm Basin Pipe/ Lower Spring	64.53	64.53

List of Bills - CLEARING/CLAIMS

Meeting Date: 10/26/2020 For bills from 10/27/2020 to 10/22/2020

Check#	Vendor	Description	Payment	Check Total	
TOTAL				1,288,938.11	
Summary By Account					
ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
101265	DUE NEWTON BOE - SCHOOL TAX PAYABLE			1,110,506.50	
101299	Due to Clearing			0.00	1,185,373.54
1050200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	3,792.40			
1051200	TOWN CLERK'S OFFICE - OTHER EXPENSES	258.46			
1051500	ELECTIONS - OTHER EXPENSES	4,956.69			
1052200	TOWN COUNCIL - OTHER EXPENSES	55.00			
1054200	FINANCE ADMINISTRATION - OTHER EXPENSES	100.00			
1055200	ASSESSMENT OF TAXES - OTHER EXPENSES	594.93			
1056200	COLLECTION OF TAXES - OTHER EXPENSES	167.77			
1058200	LEGAL SERVICES - OTHER EXPENSES	5,444.83			
1059200	MUNICIPAL COURT - OTHER EXPENSES	506.85			
1061200	BUILDINGS & GROUNDS - OTHER EXPENSES	5,078.41			
1062200	PLANNING BOARD - OTHER EXPENSES	191.09			
1064200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	2,162.50			
1070200	FIRE DEPARTMENT - OTHER EXPENSES	178.46			
1074200	POLICE DEPARTMENT - OTHER EXPENSES	4,413.99			
1074300	COMMUNICATIONS CENTER - OTHER EXPENSES	4,834.92			
1077500	CODE ENFORCEMENT - OTHER EXPENSES	431.77			
1080200	ROAD REPAIR & MAINT - OTHER EXPENSES	648.59			
1081200	SNOW REMOVAL - OTHER EXPENSES	1,452.22			
1083300	VEHICLE MAINTENANCE - OTHER EXPENSES	4,284.57			
1085200A	(2019) OCCUPATIONAL HEALTH - OTHER EXPEN		1,235.99		
1087200	RECREATION - OTHER EXPENSES	3,726.41			
1089200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	17,346.89			
1090200	SWIMMING POOL - OTHER EXPENSES	1,303.00			
1091200	PARKS & PLAYGROUNDS - OTHER EXPENSES	481.13			
1092200	CELEBRATION OF PUBLIC EVENTS - OE	6,900.00			
1094575	STATE OF EMERGENCY - CORONAVIRUS	110.00			
1094798	INTERLOCAL - GREEN TWP COURT	3,951.17			
1095200	CAPITAL IMPROVEMENTS - OTHER EXPENSES	259.00			
TOTALS FOR	CURRENT FUND	73,631.05	1,235.99	1,110,506.50	1,185,373.54
301299	Due to Clearing			0.00	15,100.23
3091709	ORD 2017-9 VARIOUS \$1,405	6,887.50			
3091807	ORD 2018-7 VAR-2Veh/StSign/Rd-Chrch \$220	1,148.00			
3091978	ORD 2020-10 MEMORY PARK (BABE R FIELD)	6,064.73			
3091979	ORD 2020-12 POLICE SUV'S	1,000.00			
TOTALS FOR	CAPITAL	15,100.23	0.00	0.00	15,100.23
601299	DUE TO CLEARING			0.00	61,812.88
6051200	W&S OPERATING - TOTAL OTHER EXPENSES	61,402.88			
6089293	W&S CAP IMPROVE - CAPITAL OUTLAY	410.00			
TOTALS FOR	WATER/SEWER UTILITY	61,812.88	0.00	0.00	61,812.88
611299	DUE TO CLEARING			0.00	22,961.46
6191708	ORD 2017-8 SPARTA AVE PUMP STATION (SWR)	14,000.00			
6192008	ORD 2020-11 WWTP - CLARIFIER, FUNDED	2,227.50			
6192011	ORD 2020 - 18 REPL SEWR MAIN, LOW.SPR ST	6,733.96			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
TOTALS FOR	WATER/SEWER CAPITAL	22,961.46	0.00	0.00	22,961.46
711208	RES RECREATION (ALL)			3,560.00	
711299	DUE TO CLEARING			0.00	3,560.00
TOTALS FOR	TRUST	0.00	0.00	3,560.00	3,560.00
751220	RESERVES FOR COMMERCIAL DEVELOPMENT			130.00	
751299	DUE TO CLEARING			0.00	130.00
TOTALS FOR	HOUSING TRUST FUND (COAH) (Fund 75)	0.00	0.00	130.00	130.00

Total to be paid from Fund 10 CURRENT FUND	1,185,373.54
Total to be paid from Fund 30 CAPITAL	15,100.23
Total to be paid from Fund 60 WATER/SEWER UTILITY	61,812.88
Total to be paid from Fund 61 WATER/SEWER CAPITAL	22,961.46
Total to be paid from Fund 71 TRUST	3,560.00
Total to be paid from Fund 75 HOUSING TRUST FUND (COAH) (Fund 75)	130.00
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	1,288,938.11

Checks Previously Disbursed

201081	CAPITAL ACCOUNT	DOT grant to Gen Cap Halsted & Ma	131,250.00	10/19/2020
42709	SUSSEX COUNTY CLERK	PO# 57842 Deed Restriction Clayton Square B	8.00	10/15/2020
17969	JASON & LESLIE LIPPE	PO# 57838 REIMB ROTO-ROOTER FROM 8/3/20 SEWE	574.71	10/15/2020
201130	PAYROLL ACCOUNT	10/15 Grant Payroll	534.81	10/15/2020
206056	PAYROLL ACCOUNT	10/15 W/S Payroll	38,210.41	10/15/2020
201080	PAYROLL ACCOUNT	10/15 Current Payroll	189,759.30	10/15/2020

			360,337.23	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 10 CURRENT FUND	321,017.30	1,185,373.54	1,506,390.84
Fund 11 FEDERAL/STATE GRANTS	534.81		534.81
Fund 30 CAPITAL		15,100.23	15,100.23
Fund 60 WATER/SEWER UTILITY	38,785.12	61,812.88	100,598.00
Fund 61 WATER/SEWER CAPITAL		22,961.46	22,961.46
Fund 71 TRUST		3,560.00	3,560.00
Fund 75 HOUSING TRUST FUND (COAH) (Fund 75)		130.00	130.00

BILLS LIST TOTALS	360,337.23	1,288,938.11	1,649,275.34
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