



**AGENDA  
NEWTON TOWN COUNCIL  
HYBRID REGULAR MEETING  
FEBRUARY 28, 2022  
7:00pm**

Please click this URL to join.

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

Webinar ID: 838 9781 8208 Passcode: 594036

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**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. OPEN PUBLIC MEETINGS ACT STATEMENT**

**IV. APPROVAL OF MINUTES**

- a. February 14, 2022 – 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. **Please state your name and address for the record.**

**VI. COUNCIL & MANAGER REPORTS**

- a. Town Manager Russo
- b. Councilman Couce
- c. Councilman Dickson
- d. Councilwoman Diglio
- e. Deputy Mayor Teets
- f. Mayor Schlawfer

**VII. UNFINISHED BUSINESS**

## VIII. ORDINANCES

- a. 2<sup>nd</sup> Reading and Public Hearing Ordinance 2022-2  
An Ordinance Amending Newton Town Code Section 100-19 Regarding Water and Sewer Connection Fees
  - i. Open Hearing to Public
  - ii. Close Hearing to Public
  - iii. Act on Ordinance
- b. Introduction Ordinance 2022-3  
An Ordinance Authorizing the Conveyance of Certain Real Property to Emerger Property Management, LLC
- c. Introduction Ordinance 2022-4  
An Ordinance to Exceed the Municipal Budget Appropriation Limits and To Establish a Cap Bank (N.J.S.A. 40A: 4-45.14)

## 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 #77-2022\*  
Authorize Change Order No. 2 for the Repairs to the Final Clarifier at the Wastewater Treatment Plant Project
- b. Resolution #78-2022\*  
Approval of a Renewal Application for a Junk Dealers License for George's Salvage Company
- c. Resolution #79-2022\*  
Approval of a Renewal Application for a Junk Dealers License for Newton Auto Exchange
- d. Resolution #80-2022\*  
Resolution Supporting the Implementation Plan of the Neighborhood Preservation Program
- e. Resolution #81-2022\*  
Resolution of the Town of Newton, in the County of Sussex, New Jersey, Determining the Form and Other Details of its "Note Relating to the Water Bank Construction Financing Loan Program of the New Jersey Infrastructure Bank", To Be Issued in the Principal Amount Not To Exceed \$555,000, and Providing for the Issuance and Sale of Such Note to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Note by the Town of Newton in Favor of the New Jersey Infrastructure Bank, All Pursuant to the Water Bank Construction Financing Loan Program of the New Jersey Infrastructure Bank

- f. Resolution #82-2022\* Resolution to Anticipate Miscellaneous Revenues in the 2022 Budget Using the Three-Year Average of Realized Revenues from the Prior Three Years
- g. Resolution #83-2022\* Use a Three-Year Average Collection Rate for the 2022 Budget Reserve for Uncollected Taxes
- h. Resolution #84-2022\* Certify Self-Examination of 2022 Budget
- i. Resolution #85-2022\* Introduction of the 2022 Municipal and Water and Sewer Utility Budgets
- j. Resolution #86-2022\* Authorize Credits Due Water and Sewer Utility Accounts
- k. Resolution #87-2022\* Resolution Furthering Historic Preservation Through a Grant from the NJ Historic Trust in the Amount of \$30,000 for the Newton Town Plot Historic District
- l. Resolution #88-2022\* Resolution in Support of the Issuance of a Cannabis Class 5 Cannabis Retailer License to Newton CB, LLC
- m. Resolution #89-2022\* Approve Bills and Vouchers for Payment

**X. DISCUSSION**

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

**XII. COUNCIL & MANAGER COMMENTS**

**XIII. EXECUTIVE SESSION**

**XIV. ADJOURNMENT**

# TOWN OF NEWTON

## ORDINANCE 2022-2

### AN ORDINANCE AMENDING, REVISING, AND SUPPLEMENTING NEWTON TOWN CODE SECTION 100-19 REGARDING WATER AND SEWER CONNECTION FEES

**WHEREAS**, Newton Town Code Section 100-19 sets forth the Town's water and sewer rates and connection fees; and

**WHEREAS**, the County and Municipal Water Supply Act, N.J.S.A 40A-31-1, et seq. and the Municipal and County Sewerage Act, N.J.S.A 40A:26A-10, et seq. set forth the requirements that connection fees for water and sewer shall be uniform within each class of users and requires a computation in accordance with statutory law; and

**WHEREAS**, Newton Town Auditor, Thomas M. Ferry, CPA, RMA, at the December 13, 2021 Council public meeting, reviewed the water and sewer connection fees with the Town Council following the statutory formula; and

**WHEREAS**, the Town Council reviewed the capital base of the sewerage and water system and the number of service units to compute the connection fee calculation and desires to revise the Town Code with updated water and sewer connection fees;

**NOW, THEREFORE BE IT ORDAINED**, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey that Newton Town Code Section 100-19.A, Water connection fees and 100-19.J, Sewer connection fees, shall be amended, revised, and supplemented as follows:

**Section 1.** Section 100-19.A(1) and (2) of the Code of the Town of Newton shall be and is hereby deleted in its entirety and replaced as follows:

- A. Water connection fees (§228-3C):
  - (1) Residential, per dwelling unit: \$4,701.
  - (2) Commercial: Charge will be \$33.82 per gallon per day based on estimated usage, with a minimum charge of \$4,701, plus labor and materials.

**Section 2.** Section 100-19.J(1) and (2) of the Code of the Town of Newton shall be and is hereby deleted in its entirety and replaced as follows:

- J. Sewer connection (§228-16):

- (1) Residential, per dwelling unit: \$6,783.
- (2) Commercial and/or industrial:

Charges Per Gallon Per Day	Minimum Charge
\$48.45	\$6,783

**Section 3.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason by any Court of competent jurisdiction, such provision(s) shall be deemed severable and the remaining portions of this Ordinance shall remain in full force and effect.

**Section 4.** All ordinances or parts of ordinances or resolutions that are inconsistent with the provisions of this Ordinance are repealed to the extent of such inconsistency.

**Section 5.** This Ordinance will take effect after publication and passage according to 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, February 14, 2022. It was adopted, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body conducted at 7:00 pm on Monday, February 28, 2022 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

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Teresa A. Oswin, RMC  
Municipal Clerk

# TOWN OF NEWTON

## ORDINANCE NO. 2022-3

### AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO EMERGER PROPERTY MANAGEMENT, LLC

**WHEREAS**, the Town of Newton ("Town") currently owns real property located between 185 and 189 Spring Street and identified as a portion of Block 8.04, Lot 6 on the Official Tax Map of the Town (the "Property") that serves as an alleyway between the properties; and

**WHEREAS**, Emerger Property Management, LLC ("Emerger") is the owner of real property located at 185 Spring Street; and

**WHEREAS**, pursuant to a Temporary Right of Entry and Access Agreement, dated September 3, 2021, entered into between the Town and Emerger, Emerger was permitted to rebuild a wall on the Town's Property adjacent to Emerger's property; and

**WHEREAS**, on July 21, 2021, Emerger was granted minor subdivision and variance approval for its property from the Town Planning Board; and

**WHEREAS**, one of the conditions of the Town Planning Board's approval was for Emerger to acquire a portion of the Property owned by the Town, measuring approximately ten (10) feet wide and one hundred and ten (110) feet deep, consisting of approximately 0.025 acres of land; and

**WHEREAS**, the Local Land and Building Law ("LLBL"), at N.L.S.A. 40A:12-13(b)(5), authorizes the private sale of municipally-owned property to the owner of contiguous real property, for not less than the fair market value, provided that the property being sold is less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvements thereon; and

**WHEREAS**, pursuant to the LLBL, the Town Tax Assessor has determined the fair market value of the portion of the Property to be conveyed to Emerger is approximately \$25,000.00; and

**WHEREAS**, the Town's Public Works Department has further estimated if the Town itself were to have repaired/replaced the wall Emerger repaired pursuant to the aforementioned Temporary Right of Entry and Access Agreement, the estimated cost to the Town would have been approximately \$10,000.00; and

**WHEREAS**, the Town has determined the appropriate consideration to the Town for the conveyance of the portion of the Property in question is the difference between the fair market value of the Property, as determined by the Town Tax Assessor, in the amount of \$25,000.00, and the cost to the Town if it were to have

repaired the wall, in the amount of \$10,000.00, for a total consideration in the amount of \$15,000.00;

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

**Section 1.** The Town is hereby authorized to convey to Emerger Property Management, LLC the portion of the Property described by metes and bounds description prepared by Dykstra Associates, PC, as set forth on Exhibit A annexed hereto and incorporated herein, and as further depicted on the survey prepared by Dykstra Associates, PC, as set forth on Exhibit B annexed hereto and incorporated herein, for a total consideration in the amount of Fifteen Thousand (\$15,000.00) Dollars.

**Section 2.** The Town Manager, and any and all other Town officials, are hereby directed and authorized to perform all acts necessary to effectuate the purposes of this Ordinance.

**Section 3.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason by any Court of competent jurisdiction, such provision(s) shall be deemed severable and the remaining portions of this Ordinance shall remain in full force and effect.

**Section 4.** All ordinances or parts of ordinances or resolutions that are inconsistent with the provisions of this Ordinance are repealed to the extent of such inconsistency.

**Section 5.** This Ordinance will take effect after passage and publication according to 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 February 28, 2022. It will be considered for adoption, after final reading and public hearing thereon, at a meeting of the Newton Town Council to be conducted at 7:00 pm or as soon thereafter as the matter may be heard on March 14, 2022 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

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Teresa A. Oswin, RMC  
Municipal Clerk

# TOWN OF NEWTON

## ORDINANCE NO. 2022-4

### AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

**WHEREAS**, the Mayor and Council of the Town of Newton in the County of Sussex finds it advisable and necessary to increase its CY 2022 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety, and welfare of the citizens; and

**WHEREAS**, the Mayor and Council hereby determines that a 2.5% increase in the budget for said year, amounting to \$253,756.66 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

**WHEREAS**, the Mayor and Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years;

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the Town of Newton, in the County of Sussex, by a majority of the full authorized membership of this Governing Body affirmatively concurring, that, in the CY 2022 budget year, the final appropriations of the Town of Newton shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 1%, amounting to \$101,502.67, and that the CY 2022 municipal budget for the Town of Newton be approved and adopted in accordance with this ordinance; and

**BE IT FURTHER ORDAINED**, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

### **NOTICE**

**TAKE NOTICE** that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on February 28, 2022. It will be considered for adoption, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm or as soon thereafter as the matter may be heard on March 14, 2022 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #77-2022

February 28, 2022

### “Authorize Change Order No. 2 for the Repairs to the Final Clarifier at the Wastewater Treatment Plant Project”

**WHEREAS**, on June 22, 2020, the Newton Town Council adopted Resolution #149-2020, awarding the Repairs to the Final Clarifier at the Wastewater Treatment Plant Project to BR Welding, Inc., in the amount of \$348,500.00; and

**WHEREAS**, on December 14, 2020, by adoption of Resolution #273-2020, the Town Council authorized Change Order No. 1, for the Repairs to the Final Clarifier at the Wastewater Treatment Plant Project for a sixty-four (64) day extension for completion; and

**WHEREAS**, the Town Sewer Engineer, Frederick J. Margron, P.E., REM, CEA of Professional Consulting, Inc., recommends in his letter dated February 11, 2022, approving Change Order No. 2, for the Repairs to the Final Clarifier at the Wastewater Treatment Plant Project resulting in an additional two hundred and seventy-four (274) day extension for completion for an overall contract time of four hundred and fifty-eight (458) days and an increase in the amount of \$23,765.53 to account for several unforeseen issues highlighted in Mr. Margron's letter dated February 11, 2022, that arose during construction for a new contract total of \$372,263.53; and

**WHEREAS**, the Chief Financial Officer certifies funding in the amount of \$23,765.53  
From:

Line item: # 6077241A Mechanical Maintenance

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it hereby concurs with the Town Sewer Engineer's recommendation and accepts Change Order No. 2 for the Repairs to the Final Clarifier at the Wastewater Treatment Plant Project to extend the project completion date by two hundred and seventy-four (274) days, for an overall contract time of four hundred and fifty-eight (458) days and an increase in the amount of the project of \$23,765.53 for a new contract total of \$372,263.53; and

**BE IT FURTHER RESOLVED**, that a copy of Change Order No. 2, and Mr. Margron's recommendation letter of February 11, 2022 be attached to and made part of this Resolution.

### 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, February 28, 2022.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #78-2022

February 28, 2022

### “Approval of a Renewal Application for a Junk Dealers License for George’s Salvage Company”

**WHEREAS**, the Newton Code under Chapter 156 “Junkyards and Junk Dealers” requires no person shall engage in the business of a retail or wholesale junk dealer except pursuant to and within the terms of a license granted by the Council; and

**WHEREAS**, said renewal application for the Junk Dealer's License lists the business as George's Salvage Company Inc., at 10 South Park Drive, Newton, New Jersey; and

**WHEREAS**, Section 156.8 requires the Health Officer, Construction Official, Fire Official, Public Works Supervisor, and Zoning Officer are authorized and directed to make periodic inspections of all licensed junkyards in the Town for the purpose of ascertaining the business is being conducted on the licensed premises in accordance with the provision of Chapter 156; and

**WHEREAS**, George's Salvage Company Inc., has been inspected and approved as required in Section 156-8; and

**WHEREAS**, George's Salvage Company has provided a two hundred dollar (\$200.00) bond conditioned for the due observance of all ordinances of the Town relating to the business of retail junk dealer;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it hereby approves the application for a renewal Junk Dealer License submitted by George M. Miller, III, George's Salvage Company, 10 South Park Drive, Newton, New Jersey which shall expire on December 31, 2022.

### 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, February 28, 2022.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #79-2022

February 28, 2022

### “Approval of a Renewal Application for a Junk Dealers License for Newton Auto Exchange”

**WHEREAS**, the Newton Code under Chapter 156 “Junkyards and Junk Dealers” requires no person shall engage in the business of a retail or wholesale junk dealer except pursuant to and within the terms of a license granted by the Council; and

**WHEREAS**, said renewal application for the Junk Dealer's License lists the business as Newton Auto Exchange at 79 Mt. View Street, Newton, New Jersey; and

**WHEREAS**, Section 156-8 requires the Health Officer, Construction Official, Fire Official, Public Works Supervisor, and Zoning Officer are authorized and directed to make periodic inspections of all licensed junkyards in the Town for the purpose of ascertaining the business is being conducted on the licensed premises in accordance with the provision of Chapter 156; and

**WHEREAS**, Newton Auto Exchange has obtained the necessary approvals as required in Section 156-8; and

**WHEREAS**, Newton Auto Exchange has provided a two hundred dollar (\$200.00) bond conditioned for the due observance of all ordinances of the Town relating to the business of retail junk dealer;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, hereby approves the application for a renewal Junk Dealer License submitted by Michael F. Sesera, Jr., t/a Newton Auto Exchange, 79 Mt. View Street, Newton, New Jersey, which shall expire on December 31, 2022.

### 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, February 28, 2022.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #80-2022

February 28, 2022

### “Resolution Supporting the Implementation Plan of the Neighborhood Preservation Program”

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

**WHEREAS**, the purpose of this grant is to bolster economic development by making physical improvements in the Newton Town Center District including improving commercial facades and exteriors in the district, which is a neighborhood that qualifies for assistance; and

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

**WHEREAS**, the Neighborhood Preservation Program Implementation Plan has been submitted to and approved by the Department of Community Affairs;

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Town of Newton that the Town of Newton fully supports the Neighborhood Preservation Program Implementation Plan as submitted to and approved by the Department of Community Affairs.

### 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, February 28, 2022.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #81-2022

February 28, 2022

**“Resolution of the Town of Newton, in the County of Sussex, New Jersey, Determining the Form and Other Details of its “Note Relating to the Water Bank Construction Financing Loan Program of the New Jersey Infrastructure Bank”, To Be Issued in the Principal Amount Not To Exceed \$555,000, and Providing for the Issuance and Sale of Such Note to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Note by the Town of Newton in Favor of the New Jersey Infrastructure Bank, All Pursuant to the Water Bank Construction Financing Loan Program of the New Jersey Infrastructure Bank”**

**WHEREAS**, the Town of Newton (the “Local Unit”), in the County of Sussex, New Jersey, has determined there exists a need within the Local Unit to acquire, construct, renovate or install a project consisting of drainage improvements to the Babe Ruth League Baseball Field located at Memory Park, including grey and green infrastructure improvements, known as the “Memory Park Drainage Improvement Project” (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 “Environmental Infrastructure Financing Program”) of the New Jersey Infrastructure Bank (the “I-Bank”); and

**WHEREAS**, the Local Unit has determined to temporarily refinance the acquisition, construction, renovation, or installation of the Project prior to the closing with respect to the Environmental Infrastructure Financing Program, and to undertake such temporary refinancing with the proceeds of a short-term loan to be made by the I-Bank (the “Construction Loan”) to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the “Construction Financing 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 Program, it is the desire of the Local Unit to issue and sell to the I-Bank the “Note Relating to the Water Bank Construction Financing Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount not to exceed \$555,000 (the “Note”); and

**WHEREAS**, it is the desire of the Local Unit to authorize, execute, attest, and deliver the Note 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**, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth herein;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Local Unit as follows:

**Section 1.** In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award the Note, including any renewals thereof, in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by Bond Ordinance #2020-10 of the Local Unit, which Bond Ordinance is 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" and was finally adopted by the Local Unit at a meeting duly called and held on June 22, 2020, at which time a quorum was present and acted throughout, all pursuant to the terms of 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, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

**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 by the parties authorized pursuant to Section 4(h) hereof.

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

- (a) the principal amount of the Note to be issued shall be an amount not to exceed \$555,000;
- (b) the maturity of the Note shall be as set forth in the Note;
- (c) the interest rate of the Note shall be as set forth in the Note;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered "NJWB-CFP-22-1";
- (g) the Note 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 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.

**Section 5.** The Note shall be substantially in the form attached hereto as Exhibit A.

**Section 6.** The law firm of Gibbons P.C. is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

**Section 7.** The Authorized Officers of the Local Unit are 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 or the Secretary of the Local Unit, as applicable, 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 and the participation of the Local Unit in the Construction Financing 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 and the participation of the Local Unit in the Construction Financing 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 John D. Draikiwicz, Esq., Gibbons P.C., 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.

Exhibit A

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

**\$555,000**

\_\_\_\_\_, **2022**

**NJWB - CFP-22-1**

**FOR VALUE RECEIVED**, the Town of Newton, in the County of Sussex, State of 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 \_\_\_\_\_, 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, 20\_\_\_. 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, 20\_\_\_, 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, 20\_\_\_, 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, 20\_\_\_, 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) Five Hundred Fifty-Five Thousand Dollars (\$555,000), 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, Town Hall, 39 Trinity Street, Newton, New Jersey 07860, Attention: Monica Miebach, 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**

**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, February 28, 2022.

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



## TOWN OF NEWTON

### RESOLUTION #82-2022

February 28, 2022

#### **“Resolution to Anticipate Miscellaneous Revenues in the 2022 Budget Using the Three-Year Average of Realized Revenues from the Prior Three Years”**

**WHEREAS**, the COVID-19 pandemic had an adverse effect on the anticipated municipal revenues in the 2020 municipal current and utility fund budgets; and

**WHEREAS**, Section 1 of P.L. 2020, c.74 amended N.J.S.A 40A:4-26 authorized the Director of the Division of Local Government Services (“Division”) to promulgate new standards for the anticipation of COVID-19 affected revenues in the FY2022 budget, and, if necessary, in future years; and

**WHEREAS**, for FY 2022, the Director authorizes the use of a three-year average for the calculation of affected revenues; and

**WHEREAS**, the Chief Financial Officer of the Town of Newton, certifies the following revenues were affected in 2020 by the COVID-19 pandemic and the 3-year average of the amounts realized in 2019-2021 be anticipated in the introduced budget for 2022;

<u>Revenue Category</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Average</u>
ABC Licenses	20,345.00	20,165.00	20,345.00	20,255.00
Other Licenses	8,075.00	4,201.00	5,380.00	6,138.00
Fees & Permits	96,933.00	77,352.84	126,662.00	87,142.92
Municipal Court	157,229.00	112,131.00	126,593.00	134,680.00
Interest & Costs on Taxes	92,445.00	137,013.00	114,839.00	114,729.00
Interest on Investments	133,003.00	42,771.00	17,532.00	87,887.00
Hotel Tax	92,917.00	65,286.00	78,163.00	79,101.50
Cert of Compliance	11,525.00	13,425.00	12,650.00	12,475.00
			502,164.00	542,408.42

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Town of Newton in the County of Sussex, State of New Jersey that the above referenced revenues be anticipated using the 3-year average as permitted by the amendments to 40A: 4-26, adopted by the P.L. 2020, c. 74.

#### **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, February 28, 2022.

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



## TOWN OF NEWTON

### RESOLUTION #83-2022

February 28, 2022

### **“Use a Three-Year Average Collection Rate for the 2022 Budget Reserve for Uncollected Taxes”**

**WHEREAS**, according to N.J.S.A. 40A:4-40 et seq., a town may utilize a three-year average tax collection rate to calculate a line item appropriation known as Reserve for Uncollected Taxes; and

**WHEREAS**, prior Town of Newton tax collection rates for the calendar years 2019, 2020, and 2021 were 97.92%, 98.02%, and 97.93%, respectively; and

**WHEREAS**, the average of these aforementioned collection rates is 97.96%;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it hereby requests that it may utilize a tax collection rate of 97.96% when calculating the line item appropriation Reserve for Uncollected Taxes in its calendar year 2022 Municipal Budget.

### **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, February 28, 2022.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #84-2022

February 28, 2022      “Certify Self-Examination of 2022 Budget”

**WHEREAS**, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules to permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

**WHEREAS**, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the *Town of Newton* has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial Officer has determined the local government meets the necessary conditions to participate in the program for the 2022 budget year;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the Governing Body has found the budget has met the following requirements:

1. With reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
  - a. Payment of interest and debt redemption charges
  - b. Deferred charges and statutory expenditures
  - c. Cash deficit of preceding year
  - d. Reserve for uncollected taxes
  - e. Other reserves and non-disbursement items
  - f. Any inclusions of amounts required for school purposes
2. The provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
3. The budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. Pursuant to the Local Budget Law:
  - a. All estimates of revenue are reasonable, accurate, and correctly stated
  - b. Items of appropriation are properly set forth
  - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality

5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.

6. All other applicable statutory requirements have been fulfilled.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

Approved:

Vote recorded as follows:

<b>RECORD OF COUNCIL VOTES</b>				
<b>COUNCIL MEMBER</b>	<b>AYES</b>	<b>NAYES</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
John-Paul E. Couce				
Matthew S. Dickson				
Sandra Lee Diglio				
Michelle J. Teets				
Jason J. Schlaffer, 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, February 28, 2022.

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Teresa A. Oswin, RMC  
Municipal Clerk

TOWN OF NEWTON  
SUSSEX COUNTY, NEW JERSEY

**CERTIFICATION OF APPROVED BUDGET**

It is hereby certified that the Approved Budget complies with the requirements of law and approval is given pursuant to N.J.S.A. 40A:4-78(b) and N.J.A.C. 5:30-7.

It is further certified that the municipality has met the eligibility requirements of N.J.A.C.5:30-7.4 AND 7.5, and that I, as Chief Financial Officer, have completed the local examination in compliance with N.J.A.C. 5:30-7.6.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Monica B. Miebach, Chief Financial Officer

This certification form and resolution of the governing body executing such certification should be annexed to the adopted budget (N.J.A.C. 5:30-7.6(e)).



## TOWN OF NEWTON

### RESOLUTION #85-2022

February 28, 2022      “Introduction of the 2022 Municipal and Water and Sewer Utility Budgets”

**BE IT RESOLVED**, that the Local Municipal Budget and the Water and Sewer Utility Budget of the Town of Newton, County of Sussex, New Jersey for the calendar year 2022 be approved by the Mayor and Council of the Town of Newton; and

**BE IT FURTHER RESOLVED**, that the Municipal Budget shall authorize total general appropriations of \$14,303,068 and the anticipated revenues of \$5,127,202 leaving an amount to be raised by taxes for municipal purposes of \$9,175,866; and

**BE IT FURTHER RESOLVED**, that the 2022 Water and Sewer Utility Budget consists of appropriations of \$4,874,348, and anticipated revenues of \$4,874,348; and

**BE IT FURTHER RESOLVED**, that the Clerk is hereby instructed to advertise notice of the approved budgets in the *New Jersey Herald* on March 10, 2022, and that a final public hearing before passage will be held on March 28, 2022, at 7:00 P.M. in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, NJ.

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
John-Paul E. Couce				
Matthew S. Dickson				
Sandra Lee Diglio				
Michelle J. Teets				
Jason J. Schlaffer, 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, February 28, 2022.

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



**TOWN OF NEWTON  
RESOLUTION #86-2022**

**February 28, 2022      "Authorize Credits Due Water and Sewer  
Utility Accounts"**

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

**CREDIT FOR ACCOUNTS THAT SHOULD BE IN FINAL STATUS:**

<u>Account</u>	<u>Address</u>	<u>Amount</u>
2833	30 E. Clinton Street	\$75.00
6309	30 E. Clinton Street FL. 2	\$75.00

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

**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, February 28, 2022.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #87-2022

February 28, 2022

**“Resolution Furthering Historic Preservation Through a Grant from the NJ Historic Trust in the Amount of \$30,000 for the Newton Town Plot Historic District”**

**WHEREAS**, the Town Council of the Town of Newton desires to further historic preservation through a grant from the New Jersey Historic Trust, State of New Jersey in the amount of \$30,000 for the Newton Town Plot Historic District; and

**WHEREAS**, the Town Council of the Town of Newton authorizes Thomas S. Russo, Jr., Town Manager, to execute a grant agreement with the State in an amount up to that awarded for the proposed project, and to seal the grant agreement;

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Town Council of the Town of Newton that the Town of Newton fully supports the Preserve New Jersey Historic Preservation Grant Award as submitted to and approved by the New Jersey Historic Trust.

### 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, February 28, 2022.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #88-2022

February 28, 2022

### “Resolution in Support of the Issuance of a Cannabis Class 5 Cannabis Retailer License to Newton CB, LLC”

**WHEREAS**, with the adoption, on June 28, 2021, of Town Ordinance No. 2021-12 and the adoption, on July 12, 2021, of Town Ordinance No. 2021-13, the Town of Newton did, pursuant to Section 31a of P.L. 2021, c. 16 (known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act” or “the Act”), amend its zoning code (“Town Zoning Code”) to permit adult-use cannabis establishments to operate under certain conditions and only in certain areas of the Town within its municipal boundaries; and

**WHEREAS**, the Town Zoning Code was amended, revised, and supplemented to allow for Class 5 Cannabis Retailer Licensees (“Class 5 Cannabis Retailers”), as defined by the Act, to exist under certain conditions and only in certain areas of the Town; and

**WHEREAS**, the Town Zoning Code has not, at this time, imposed a limit on the number of licensed Class 5 Cannabis Retailer Licensees to be allowed to operate in the Town; and

**WHEREAS**, the Town Zoning Code does, however, restrict Class 5 to certain zoning districts within the Town of Newton and, subject to specific conditions and standards, the Town Zoning Code does permit Class 5 Cannabis Retailers as a conditional use; and

**WHEREAS**, Newton CB, LLC is registered to do business in the State of New Jersey; and

**WHEREAS**, Newton CB, LLC, or its corporate successor in interest, intends to apply to the State of New Jersey, Cannabis Regulatory Commission (the “Cannabis Regulatory Commission”) for a Class 5 Cannabis Retailer License, which is a type of cannabis business license the Town of Newton has specifically authorized to operate within its jurisdiction under certain conditions and only in certain areas of the Town; and

**WHEREAS**, as the Town of Newton has not, at this time, imposed a limit on the number of licensed Class 5 Cannabis Retailer businesses allowed to operate within its jurisdiction under the provisions of the Town Zoning Code, the issuance of a Class 5 Cannabis Retailer License to Newton CB, LLC, or its corporate successor in interest, by the Cannabis Regulatory Commission, would not exceed any current cannabis license limit; and

**WHEREAS**, subject to approval by the Town of Newton Planning Board as a permitted conditional use, the issuance of a Cannabis Class 5 Cannabis Retailer License to Newton CB, LLC, or its corporate successor in interest, otherwise complies with the Town of Newton’s Zoning Code requirements applicable to adult-use Cannabis Class 5 Retail Establishments.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Cannabis Regulatory Commission may deem this Resolution to be both proof of local support and evidence of municipal preference by the Town of Newton for the issuance of a Cannabis Class 5 Cannabis Retailer License to Newton CB, LLC, or its corporate successor in interest, pursuant to the Commission's Rules and Final Notice of Application Acceptance and subject to a final resolution of the Mayor and Town Council approving same if the Planning Board approves Newton CB, LLC's application for a conditional use establishment as noted by the adoption of a Planning Board's Resolution of Memorialization approving this conditional use.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that in addition to all of the requirements/conditions above, Newton CB, LLC, or its corporate successor in interest, shall be required to complete and submit any and all appropriate Town applications, including but not limited to, the Town's appropriate municipal license applications and the payment of any and all fees or sort required by the Town as per the Town Code or other applicable ordinances, in order to meet the requirements of this Resolution and any subsequent resolutions.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jason J. Schlaffer, Mayor  
Town of Newton

**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, February 28, 2022.

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



## TOWN OF NEWTON

### RESOLUTION #89-2022

February 28, 2022      “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 2021 and 2022 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, February 28, 2022.

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Teresa A. Oswin, RMC  
Municipal Clerk

## List of Bills - CLEARING/CLAIMS

Check#	Vendor	Description	Payment	Check Total
5452	1846 - ADVANCE AUTO PARTS	PO 60974 Vehicle Trim #6271030269	7.99	7.99
5453	2799 - AFLAC	PO 60970 January 2022- Vol Ben - Disability, Hosp	1,965.58	1,965.58
5454	3866 - ALLIED 100 LLC	PO 60882 AED PADS CUST#437624	256.39	256.39
5455	3869 - AMERICAN FIDELITY ASSURANCE	PO 60961 Jan 2022 - Vol Benefits - LTD, Critical	562.22	562.22
5456	3868 - AMERICAN FIDELITY ASSURANCE COMPANY	PO 60960 FSA - Voluntary - Jan 6th & Jan 20th	654.16	654.16
5457	1132 - BOONTON TIRE SUPPLY INC.	PO 60743 B: PD VEHICLE REPAIR	1,716.45	1,716.45
5458	4517 - BRACH EICHLER, LLC & NEWTON MEDICAL BLDG	PO 60943 STATE TAX COURT APPEAL REFUND	7,757.68	7,757.68
5459	702 - C W A LOCAL 1032	PO 60965 Police Dispatch Dues - Jan 2022	251.40	251.40
5460	175 - CAPITAL ACCOUNT	PO 60987 Move 2021 Capital Balances to Reserve	16,568.74	
		PO 60988 Mjove monies for Demo 4A Barrett	17,150.12	33,718.86
5461	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 60686 B: LONG DISTANCE A/C #320421349	139.11	139.11
5462	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 60688 B: WOODSIDE AVE PS A/C #310395888	41.41	41.41
5463	163 - CENTURYLINK COMMUNICATIONS, INC.	PO 60753 LOCAL PHONE SVC	2,702.83	
		PO 60753 LOCAL PHONE SVC	1,231.04	3,933.87
5464	3770 - CINTAS	PO 60898 B: FIRST AID SUPPLIES DPW/WS/TH Jan - De	68.45	
		PO 60898 B: FIRST AID SUPPLIES DPW/WS/TH Jan - De	64.02	132.47
5465	4138 - CONSTELLATION NEWENERGY -GAS DIV	PO 60859 ELECTRIC -JAN	3,292.75	
		PO 60859 ELECTRIC -JAN	6,227.97	9,520.72
5466	1632 - COOPER ELECTRIC SUPPLY CO.	PO 60980 B: LIGHTING MAIN/RPR	175.36	175.36
5467	4386 - DECOTIIS, FITZPATRICK, COLE& GIBLIN, LLP	PO 60929 SCCC REDEVELOPMENT	873.30	873.30
5468	4180 - DIFRANCESCO BATEMAN,PC	PO 60955 NEWTON MED BLDG -JAN CLIENT #891037	200.00	200.00
5469	2386 - DOMINICK'S PIZZA LLC	PO 60976 Refreshments for Training/Statewide	103.95	103.95
5470	1307 - DOVER BRAKE & CLUTCH	PO 60975 SNOW PLOW Amber/Red Lights/100' cable	145.12	145.12
5471	106 - ELIZABETHTOWN GAS	PO 60692 B: NATURAL GAS	3,968.45	
		PO 60692 B: NATURAL GAS	1,719.69	5,688.14
5472	4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC.	PO 60661 Fire Department Personnel issues - Dec.	195.00	
		PO 60700 B: LEGAL ATTORNEY	624.00	
		PO 60700 B: LEGAL ATTORNEY	2,950.84	
		PO 61009 WATER ST HOLDING lProfessional services	52.00	3,821.84
5473	4008 - EXTEL COMMUNICATIONS, INC.	PO 60930 TECH 1/27 & 2/8	380.00	380.00
5474	4164 - FAIL SAFE TESTING, LLC	PO 60086 FIRE HOSE TESTING	857.50	857.50
5475	2852 - FERRIERO ENGINEERING INC.	PO 61006 MARTORANA December 2021 professional se	235.00	235.00
5476	197 - FIRE FIGHTERS EQUIPMENT CO. INC.	PO 60817 Yearly Fire Extinguisher Inspections/Rep	623.00	623.00
5477	2525 - FIREFIGHTER ONE, LLC.	PO 60438 HELMETS (4) CLEANING WIPES	1,130.80	
		PO 60918 SCBA TESTING	1,015.00	2,145.80
5478	71 - FISHER SCIENTIFIC	PO 60840 Probes/K Iodide ACCT #107511-001	520.35	520.35
5479	807 - FRANK SEMERARO CONSTRUCTION, INC.,	PO 59997 B: LEAK DETECTION	900.00	900.00
5480	373 - GALLS, LLC	PO 60807 POLICE VESTS	142.99	142.99
5481	2626 - GENERAL CODE, LLC	PO 60916 Supp #1 Text only - Fourth Edition Study	27.00	
		PO 60916 Supp #1 Text only - Fourth Edition Study	27.00	54.00
5482	4506 - GLENN C KIENZ	PO 60845 2022 PLANNING BOARD ATTORNEY (\$700/MNTH	1,400.00	1,400.00
5483	4409 - GLENN ZANETTI	PO 60942 EXEMPT VET REFUND	1,855.19	1,855.19
5484	789 - GNCC	PO 60959 MEMORIAL DAY PARADE DONATION	500.00	500.00
5485	4518 - GREEN DOG INN	PO 60946 Boarding Fees - Surrendered Dogs	610.00	610.00
5486	70 - HACH COMPANY	PO 60839 LAB SUPP'S	299.81	299.81
5487	230 - HAYEK'S MARKET INC.	PO 60935 Breakfast for Budget meeting 2-12-22	47.18	47.18
5488	4337 - HFE SERVICES LLC	PO 60678 B: COMPUTER TECHNOLOGY (not to exceed \$2	89.94	
		PO 60678 B: COMPUTER TECHNOLOGY (not to exceed \$2	89.94	
		PO 60853 Laptop Morris Lake - J. Kazer	1,285.44	1,465.32
5489	4198 - HIGHWAY EQUIPMENT COMPANY	PO 60977 Mirror Assembly ACCT #6298	232.65	232.65
5490	1866 - HOME DEPOT, INC.	PO 60993 February Spls	34.42	
		PO 60993 February Spls	1,498.31	1,532.73
5491	2140 - HYDRO TECHNOLOGY, LLC.	PO 58714 BACKFLOW INSPECTION : WWTP/Morris Lake 4	350.00	
		PO 60994 BACKFLOW INSPECTION 2022 : WWTP/Morris L	400.00	750.00
5492	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 60815 B: PLANNER CONSULTANT SERVICES (not to	195.00	
		PO 60815 B: PLANNER CONSULTANT SERVICES (not to	4,220.00	
		PO 60815 B: PLANNER CONSULTANT SERVICES (not to	635.00	5,050.00
5493	113 - JCP&L	PO 60612 ELECTRIC W/S -DEC (estimated reading in	26,349.95	
		PO 60952 STREET LIGHTING -JAN	6,986.59	
		PO 60953 TWN BLDGS -JAN	2,112.70	
		PO 60954 ELECTRIC W/S -JAN	4,556.99	40,006.23
5494	3029 - Jesco Inc.	PO 60978 Machine/ Equip RPR ACCT #33521	328.33	328.33

## List of Bills - CLEARING/CLAIMS

Check#	Vendor	Description	Payment	Check Total
5495	2618 - JMC ENVIRONMENTAL CONSULTANTS, INC.	PO 60941 UST REMEDIATION -JAN	1,275.00	1,275.00
5496	3644 - JOHNNY ON THE SPOT, LLC.	PO 60983 Park Porta John Rental Dec 2021 Jan 2022	517.50	517.50
5497	2569 - KIEFFER ELECTRIC, INC.	PO 60991 TAX OFFICE WINDOW SHUTTER/Electric Insta	1,397.10	1,397.10
5498	3711 - KKPR MARKETING & PUBLIC RELATIONS,	PO 58561 B: PUBLIC RELATIONS \$8800.00 & SPECIAL E	1,879.46	
		PO 58561 B: PUBLIC RELATIONS \$8800.00 & SPECIAL E	400.00	2,279.46
5499	2532 - LADDEY, CLARK & RYAN, LLP	PO 60669 B: PROSECUTOR (\$31,000/12=\$2583.33) (GRE	2,874.99	2,874.99
5500	4408 - LAKELAND BANK	PO 60947 TAX OVERPAYMENT	2,421.19	2,421.19
5501	4227 - LAW OFFICE OF DANIEL P. AGATINO, LLC.	PO 60670 B: PUBLIC DEFENDER (\$13,500/12=\$1,125) (	1,333.32	1,333.32
5502	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 60864 B: LIQUID SODIUM HYDROXIDE ( \$10,340 @	1,034.00	
		PO 60866 B: SULFUR DIOXIDE (\$15,549 @ \$1.42 PER L	1,491.00	
		PO 60867 B: LIQUID SODIUM HYPOCHLORITE/CHLORINE (	1,947.00	
		PO 60868 B: LIQUID CHLORINE/GAS (\$9,636 @ \$0.88 P	924.00	5,396.00
5503	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 60985 Gloves/MechSpls/EquipMain	656.54	656.54
5504	3926 - MOTOROLA SOLUTIONS	PO 60614 PD RADIOS	51.94	51.94
5505	116 - New Jersey Herald	PO 60140 ADVERTISING TAX SALE acct #64302	3.90	
		PO 60940 ADVERTISING -NOV/DEC ACCT #64302	22.80	
		PO 60940 ADVERTISING -NOV/DEC ACCT #64302	201.90	
		PO 60948 ADVERTISING -JAN ACCT #64302	283.20	511.80
5506	170 - NEWTON BOARD OF EDUCATION	PO 60666 SCHOOL TAX (JAN-JUNE) 2022 -	1,110,506.41	1,110,506.41
5507	700 - NEWTON PATROLMANS ASSOCIATION	PO 60963 PBA DUES - JAN 2022	780.00	780.00
5508	1745 - NEWTON SUPERIOR OFFICERS	PO 60964 SOA DUES - JAN 2022	420.00	420.00
5509	336 - NEWTON TROPHY	PO 60925 NPJ PLAQUE PLATES #12215	387.00	387.00
5510	4519 - NEXGEN POWER EQUIPMENT INC.	PO 60951 B. RECYLC MAINT RENEW 2/2022-12/2022	190.00	190.00
5511	311 - NJLM	PO 60938 2022 MEMBERSHIP DUES	743.00	743.00
5512	311 - NJLM	PO 60986 Water Operator Job Posting - League Webs	260.00	260.00
5513	2835 - NJMEBF	PO 60927 MEDICAL/DENTAL - JANUARY	34,625.00	
		PO 60927 MEDICAL/DENTAL - JANUARY	122,469.20	
		PO 60927 MEDICAL/DENTAL - JANUARY	25,165.80	182,260.00
5514	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 58485 B: SLUDGE DISPOSAL acct #12701	480.82	480.82
5515	64 - PELLOW, HAROLD & ASSO, INC.	PO 60973 ENGINEERING -DEC	1,751.27	
		PO 60973 ENGINEERING -DEC	3,938.73	
		PO 60973 ENGINEERING -DEC	180.64	
		PO 60995 ill ITENT ENT.LLC dba Newton Ag Decembe	32.50	
		PO 60996 WATER ST HOLDING DECEMBER 2021 Professio	679.51	
		PO 60998 MARTORANA DECEMBER 2021 PROFESSIONAL SER	195.00	6,777.65
5516	64 - PELLOW, HAROLD & ASSO, INC.	PO 61001 SCCC MCGUIRE CAMPUS -DEC	130.00	
		PO 61004 December general professional services D	130.00	
		PO 61008 Professional services December 2021	32.50	292.50
5517	2788 - PENTELEDATA	PO 60696 B: INTERNET ACCT #1871584	159.95	
		PO 60696 B: INTERNET ACCT #1871584	159.95	319.90
5518	1916 - PERFORMANCE TRAILERS, INC.	PO 61003 Snow Parts/Pins	434.00	434.00
5519	4204 - PLANET NETWORKS INC.	PO 60819 B: INTERNET Water/Sewer Buildings 2022	1,829.70	
		PO 60821 B: INTERNET est.\$339.90 x 12 =\$4077.90 I	441.00	2,270.70
5520	4522 - PORCHETTA LAND & SITE LLC	PO 61010 Lower Spring Street - Resurfacing/Paving	13,180.00	13,180.00
5521	2121 - POSTER COMPLIANCE CENTER	PO 60926 2022 Labor Law Poster Plan	169.87	
		PO 60926 2022 Labor Law Poster Plan	169.88	339.75
5522	1217 - PUBLIC WORKS ASSN OF NJ	PO 61002 Membership Fee - 2022	90.00	90.00
5523	4479 - QMI HOLDING INC	PO 60142 TAX OFFICE WINDOW SHUTTER	3,441.71	3,441.71
5524	4273 - QUADIENT INC.	PO 60791 B: POSTAGE MACH LEASE CUST #89936	486.00	486.00
5525	4395 - QUALITY FACILITY SOLUTIONS CORP	PO 60714 B: CLEANING SERVIES 2022	2,255.97	2,255.97
5526	39 - QUILL CORPORATION	PO 60785 B: OFFICE SUPPLIES ACCT #6182634	140.96	140.96
5527	251 - R.S. PHILLIPS STEEL LLC	PO 60982 STEEL FOR PLOW REPAIR	553.39	553.39
5528	4203 - RAPID PUMP	PO 60621 Rpr noisy raw water pump/main control fa	2,191.13	2,191.13
5529	4425 - Reliance Standard Life Insurance Co	PO 60928 FIRE ACC/LIFE INS - Jan - 2022	202.71	202.71
5530	4199 - RUTGERS LIFELONG LEARNING CENTER	PO 60913 Clerk's Classes (2) - K. Alcock - Deputy	653.00	
		PO 60913 Clerk's Classes (2) - K. Alcock - Deputy	653.00	1,306.00
5531	3660 - SCHENCK, PRICE, SMITH, & KING, LLP	PO 58688 B: SPECIAL COUNSEL FOR TAX APPEALS NOT T	2,732.64	
		PO 60820 B TAX APPEAL ATTORNEY (NOT TO EXCEED \$25	303.45	3,036.09
5532	126 - SCMUA	PO 60956 TRASH REMOVAL 11/4	199.20	199.20
5533	3134 - SHOP RITE, INC.	PO 60939 TREE LIGHTING REFRESHMENTS - 2021	35.79	35.79
5534	3993 - SLOAN, JAMES P.	PO 60667 B: 2022 JUDGE (\$37,886.00/12=\$3,157.17)	3,573.81	3,573.81
5535	1489 - SMALLEY, JOHN H	PO 60659 B: 2022 SVC'S WTP (17,250/12=\$1,437.50/	1,437.50	1,437.50
5536	4024 - SPECTROTEL	PO 60684 B: LOCAL/LONG DISTANCE PHONE (ACCT #3768	596.44	596.44

**List of Bills - CLEARING/CLAIMS**

Check#	Vendor	Description	Payment	Check Total
5537	2257 - STAPLES	PO 60782 B: OFFICE SUPPLIES	90.89	90.89
5538	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 57585 ENGINEERING SERVICES BABE RUTH DRAINAGE	1,015.00	1,015.00
5539	2056 - SUBURBAN PROPANE, LP.	PO 60992 PROPANE ACCT #2232-139164	2,890.41	2,890.41
5540	3442 - SUNLIGHT GENERAL	PO 60915 B: ELECTRIC DPW/STP	500.88	
		PO 60915 B: ELECTRIC DPW/STP	244.58	745.46
5541	102 - SUSSEX CAR WASH INC	PO 60770 B: POLICE CAR WASHES	336.00	336.00
5542	2561 - SUSSEX COUNTY CHAMBER OF COMMERCE	PO 60969 Full page ad in Sussex County Chamber Pu	450.00	
		PO 60969 Full page ad in Sussex County Chamber Pu	450.00	900.00
5543	1029 - SUSSEX COUNTY CLERK'S ASSN	PO 60917 2022 Clerk Membership	150.00	150.00
5544	3603 - SUSSEX COUNTY COMMUNITY COLLEGE	PO 60932 Training Courses at SCCC	1,176.00	1,176.00
5545	3897 - SYNCHRONY BANK	PO 60571 HAND SANITIZER REFILLS	256.40	
		PO 60739 Legal paper - box	51.41	
		PO 60739 Legal paper - box	51.41	
		PO 60762 Wrenches & Snow Markers	179.36	
		PO 60844 Office Supplies	59.52	
		PO 60855 Supplies - manager's office	28.39	
		PO 60855 Supplies - manager's office	28.39	654.88
5546	3897 - SYNCHRONY BANK	PO 60934 COMPUTER SUPPLIES	298.97	
		PO 60981 DPW TRK MAIN/SNOW	162.22	461.19
5547	4278 - TEXAS LIFE INSURANCE COMPANY	PO 60967 January 2022 - Life Insurance	35.45	35.45
5548	3851 - THE CANNING GROUP, LLC.	PO 60658 B: QPA PURCHASING 2022 (\$6,500/12=\$541.	541.65	541.65
5549	676 - THE EQUITABLE	PO 60971 Equitable - Def Comp - Jan 6, Jan 20, Fe	19,385.00	19,385.00
5550	2880 - TRACTOR SUPPLY	PO 60984 Water Spls cust #14037	132.86	132.86
5551	691 - TRANS WORLD ASSURANCE CO.	PO 60966 TWA - Voluntary Life - JAN 2022	400.00	400.00
5552	1151 - TREASURER, STATE OF NEW JERSEY	PO 60924 SITE REMEDIATION LSRP ANNUAL FEE 2022	3,415.00	3,415.00
5553	521 - TRUST ACCOUNT, TOWN OF NEWTON	PO 60899 Move 21 Snow Bal to Storm Res in Trust	13,840.14	13,840.14
5554	4305 - UGI ENERGY SERVICES LLC	PO 60693 B: NATURAL GAS	1,740.61	
		PO 60693 B: NATURAL GAS	3,672.70	5,413.31
5555	1257 - UNUM LIFE/DISABILITY INSUR	PO 60968 UNUM - Voluntary - LTD - JANUARY 2022	412.19	412.19
5556	2716 - UPSEU LOCAL 424J	PO 60962 DPW - Monthly Dues - Jan 2022	630.00	630.00
5557	3315 - USA BLUE BOOK	PO 60860 Lab Supplies/ cust #828619	524.83	524.83
5558	3114 - VAN METER & ASSOC'S INC.	PO 60920 SUPERVISION COURSE 3/16/22	190.00	
		PO 60921 LEADERSHIP COURSE 4/5/22	190.00	380.00
5559	1280 - VERIZON WIRELESS, INC.	PO 60694 B: CELL PHONES ACCT #882571077-0001	1,302.07	
		PO 60694 B: CELL PHONES ACCT #882571077-0001	84.64	1,386.71
5560	1819 - VOGEL, CHAIT, COLLINS, SCHNEIDER, PC,	PO 61007 ABOVE GRID SOLAR CARPORT Professional se	360.00	360.00
5561	1500 - WALMART	PO 60936 Budget Meeting items	13.29	13.29
5562	633 - WEIS MARKETS, INC.	PO 60836 FOOD SNOW STORMS 2022	204.17	204.17
5563	4261 - WIELKOTZ & COMPANY, LLC.	PO 60274 Recalc. of 2021 W/S Utility Connection F	3,281.25	3,281.25
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	TOTAL			1,548,281.05

**Summary By Account**

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
100137	INTERFUND RECEIVABLE - PARK AUTHORITY			38.01	
101235	TAX OVERPAYMENTS			12,034.06	
101265	DUE NEWTON BOE - SCHOOL TAX PAYABLE			1,110,506.41	
101299	Due to Clearing			0.00	1,392,580.08
1050200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	2,212.61			
1050200A	(2021) TOWN MANAGER'S OFFICE - OTHER EXPENSES		1,915.25		
1051200	TOWN CLERK'S OFFICE - OTHER EXPENSES	1,529.20			
1051200A	(2021) TOWN CLERK'S OFFICE - OTHER EXPENSES		201.90		
1052200	TOWN COUNCIL - OTHER EXPENSES	60.47			
1053200	HUMAN RESOURCE - OTHER EXPENSES	260.00			
1055200A	(2021) ASSESSMENT OF TAXES - OTHER EXPENSES		90.00		
1056200A	(2021) COLLECTION OF TAXES - OTHER EXPENSES		3.90		
1058200	LEGAL SERVICES - OTHER EXPENSES	7,162.62			
1058200A	(2021) LEGAL SERVICES - OTHER EXPENSES		2,927.64		
1059200	MUNICIPAL COURT - OTHER EXPENSES	3,157.16			
1060200A	(2021) ENGINEERING - OTHER EXPENSES		2,418.73		

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
1061200	BUILDINGS & GROUNDS - OTHER EXPENSES	5,448.58			
1061200A	(2021) BUILDINGS & GROUNDS - OTHER EXPENSES		18,580.12		
1062200	PLANNING BOARD - OTHER EXPENSES	2,165.00			
1062200A	(2021) PLANNING BOARD - OTHER EXPENSES		130.00		
1064200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	4,826.65			
1066200	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	122,469.20			
1069200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	202.71			
1070200	FIRE DEPARTMENT - OTHER EXPENSES	1,015.00			
1070200A	(2021) FIRE DEPARTMENT - OTHER EXPENSES		1,988.30		
1074200	POLICE DEPARTMENT - OTHER EXPENSES	870.27			
1074200A	(2021) POLICE DEPARTMENT - OTHER EXPENSES		51.94		
1074300	COMMUNICATIONS CENTER - OTHER EXPENSES	439.93			
1078200	EMERGENCY MANAGEMENT - OTHER EXPENSES	1,176.00			
1080200	ROAD REPAIR & MAINT - OTHER EXPENSES	1,660.57			
1080200A	(2021) ROAD REPAIR & MAINT - OTHER EXPENSES		13,219.90		
1081200	SNOW REMOVAL - OTHER EXPENSES	1,465.76			
1081200A	(2021) SNOW REMOVAL - OTHER EXPENSES		13,840.14		
1082200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	3,415.00			
1083200	RECYCLING/SANITATION - OTHER EXPENSES	90.00			
1083200A	(2021) RECYCLING/SANITATION - OTHER EXPENSES		184.26		
1083300	VEHICLE MAINTENANCE - OTHER EXPENSES	2,356.09			
1087200	RECREATION - OTHER EXPENSES	59.52			
1089200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	27,790.86			
1091200	PARKS & PLAYGROUNDS - OTHER EXPENSES	258.75			
1091200A	(2021) PARKS & PLAYGROUNDS - OTHER EXPENSES		258.75		
1092200	CELEBRATION OF PUBLIC EVENTS - OE	500.00			
1094550A	(2021) RECYCLING TAX (PL2007 c.311)O/S CAP		14.94		
1094575A	(2021) STATE OF EMERGENCY - CORONAVIRUS		256.40		
1094798	INTERLOCAL - GREEN TWP COURT	916.63			
1095200A	(2021) CAPITAL IMPROVEMENTS - OTHER EXPENSES		22,410.85		
<b>TOTALS FOR CURRENT FUND</b>		<b>191,508.58</b>	<b>78,493.02</b>	<b>1,122,578.48</b>	<b>1,392,580.08</b>
301299 Due to Clearing				0.00	1,195.64
3091978 ORD 2020-10 MEMORY PARK (BABE R FIELD)		1,015.00			
3092101 ORD 2021-7 VARIOUS IMP		180.64			
<b>TOTALS FOR CAPITAL</b>		<b>1,195.64</b>	<b>0.00</b>	<b>0.00</b>	<b>1,195.64</b>
601299 DUE TO CLEARING				0.00	101,870.02
6051200 W&S OPERATING - TOTAL OTHER EXPENSES		66,142.80			
6051200A (2021) W&S OPERATING - TOTAL OTHER EXPENSES			35,727.22		
<b>TOTALS FOR WATER/SEWER UTILITY</b>		<b>66,142.80</b>	<b>35,727.22</b>	<b>0.00</b>	<b>101,870.02</b>
711219 RESERVE FOR POLICE DONATIONS *				387.00	
711299 DUE TO CLEARING				0.00	882.00
711440 ENGINEER REVIEW FEES				495.00	
<b>TOTALS FOR TRUST</b>		<b>0.00</b>	<b>0.00</b>	<b>882.00</b>	<b>882.00</b>
721299 DUE TO CLEARING				0.00	1,091.51
721359 WATER ST HOLDING (10/19)				731.51	
721374 ABOVE GRID SOLAR CARPORT -AHS-B1.01 L17				360.00	
<b>TOTALS FOR DEVELOPERS ESCROW (Fund 72)</b>		<b>0.00</b>	<b>0.00</b>	<b>1,091.51</b>	<b>1,091.51</b>
811241 UNION DUES - PBA				1,200.00	
811242 UNION DUES - IUE #911				630.00	
811243 UNION DUES - CWA #1032				251.40	
811261 DEFERRED COMP - EQUITABLE				19,385.00	
811272 TWA SAVINGS PLAN				400.00	
811275 AFA LTD				303.72	
811276 AFA Med FSA				237.50	
811278 AFA Life Ins.				258.50	
811279 AFA Texas Life				35.45	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
811280	AFA - DEPENDENT CARE FSA			416.66	
811282	UNUM DISABILITY INS.			412.19	
811284	HEALTH INS. EMPLOYEE			25,165.80	
811287	AFLAC DISABILITY Post Tax			1,063.08	
811288	AFLAC ACCIDENT Pre Tax			537.48	
811289	AFLAC HOSPITAL Pre Tax			231.72	
811290	AFLAC CANCER Pre Tax			133.30	
811299	Due to Clearing			0.00	50,661.80
<b>TOTALS FOR</b>	<b>PAYROLL</b>	<b>0.00</b>	<b>0.00</b>	<b>50,661.80</b>	<b>50,661.80</b>

Total to be paid from Fund 10 CURRENT FUND	1,392,580.08
Total to be paid from Fund 30 CAPITAL	1,195.64
Total to be paid from Fund 60 WATER/SEWER UTILITY	101,870.02
Total to be paid from Fund 71 TRUST	882.00
Total to be paid from Fund 72 DEVELOPERS ESCROW (Fund 72)	1,091.51
Total to be paid from Fund 81 PAYROLL	50,661.80
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	1,548,281.05

**Checks Previously Disbursed**

5399	NJMVC	PO# 60922	JUNK TITLE	2.00	2/14/2022
221014	JP MORGAN CHASE BANK		Interest due on 2016 General Imp B	42,523.75	2/15/2022
221015	PAYROLL ACCOUNT		2/17 CURRENT PAYROLL	197,204.08	2/17/2022
221106	PAYROLL ACCOUNT		2/17 GRANT PAYROLL	890.92	2/17/2022
226006	PAYROLL ACCOUNT		2/17 W/S PAYROLL	41,293.02	2/17/2022
227107	PAYROLL ACCOUNT		2/17 TRUST PAYROLL	973.50	2/17/2022
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				282,887.27	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 10 CURRENT FUND	239,729.83	1,392,580.08	<b>1,632,309.91</b>
Fund 11 FEDERAL/STATE GRANTS	890.92		<b>890.92</b>
Fund 30 CAPITAL		1,195.64	<b>1,195.64</b>
Fund 60 WATER/SEWER UTILITY	41,293.02	101,870.02	<b>143,163.04</b>
Fund 71 TRUST	973.50	882.00	<b>1,855.50</b>
Fund 72 DEVELOPERS ESCROW (Fund 72)		1,091.51	<b>1,091.51</b>
Fund 81 PAYROLL		50,661.80	<b>50,661.80</b>
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<b>BILLS LIST TOTALS</b>	<b>282,887.27</b>	<b>1,548,281.05</b>	<b>1,831,168.32</b>
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