



**AGENDA
NEWTON TOWN COUNCIL
REGULAR HYBRID MEETING
APRIL 22, 2024
7:00pm**

Please click this URL to join:

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

Webinar ID: 838 9781 8208 Passcode: 594036

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

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

- a. February 26, 2024, Budget Hearing
- b. April 8, 2024, 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 identify yourself and spell your last name for the record.**

VI. COUNCIL & MANAGER REPORTS

- a. Town Manager Russo – Proclamation – the week of April 21 – 27, 2024 is National Volunteer Week; the month of April is Donate Life Month
- b. Councilmember Dickson
- c. Councilmember Diglio
- d. Councilmember Teets
- e. Deputy Mayor Le Frois
- f. Mayor Couce

VII. UNFINISHED BUSINESS

VIII. ORDINANCE(S)

- a. Introduction
Ordinance 2024-6 An Ordinance Authorizing the Change of a Street Name in Accordance with N.J.S.A. 40:67-1(k)
- Ordinance 2024-7 An Ordinance to Change Wage Levels for Chief Financial Officer and Finance Director in the Town Salary Ordinance
- Ordinance 2024-8 Bond Ordinance Providing an Appropriation of \$880,000 For Various Water/Sewer Improvements in and by the Town of Newton, in the County of Sussex, New Jersey and Authorizing the Issuance of \$880,000 Bonds or Notes of the Town for Financing Part of the Appropriation
- Ordinance 2024-9 An Ordinance Providing Funding for Various Water/Sewer Improvements for the Town of Newton and Appropriating \$406,496.37 for Such Purpose
- Ordinance 2024-10 Bond Ordinance Providing an Appropriation of \$1,745,000 for Various Water/Sewer Vehicle Acquisitions in and by the Town of Newton, in the County of Sussex, New Jersey and Authorizing the Issuance of \$1,745,000 Bonds or Notes of the Town for Financing Part of the Appropriation
- Ordinance 2024-11 Bond Ordinance Providing an Appropriation of \$1,464,000 for Various Capital Improvements In and by the Town of Newton, in the County of Sussex, New Jersey and Authorizing the Issuance of \$539,140 Bonds or Notes of the Town for Financing Part of the Appropriation

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 #123-2024* Authorizing Purchase of Chevrolet Tahoe Police Pursuit Vehicles Through New Jersey State Contract Purchasing and Property T2776-21-01485
- b. Resolution #124-2024* Authorize the Award of a Required Disclosure Contract for Convergent Technologies Inc.
- c. Resolution #125-2024* Insertion of Special Items of Revenue in the 2024 Town of Newton Budget Pursuant to N.J.S.A. 40A:4-87 (C. 159, PL 1948)
- d. Resolution #126-2024* Resolution Rejecting All Proposals for Uniform Supply and Cleaning Bids, Town of Newton Bid #2-2024
- e. Resolution #127-2024* Approval of Cooperative Purchasing Contract, Uniform Cleaning and Supply – OMNIA Cooperative Contract 001299- Cintas Inc.

- f. Resolution #128-2024* Resolution Authorizing the Hiring of Police Investigative Software Services for the Town of Newton Police Department Through the Competitive Contracting Process
- g. Resolution #129-2024* Resolution Authorizing the Execution of Contract Change Order Request No. 1 Amending the Professional Engineering Services Agreement with Suburban Consulting Engineers, Inc. Related to the Memory Park – Moore's Brook Dredging Project
- h. Resolution #130-2024* Authorizing and Setting Special Meeting for April 29, 2024
- i. Resolution #131-2024* Resolution to Authorize the Hiring of Certain Police Officer(s)
- j. Resolution #132-2024* Resolution Rejecting All Proposals for the Hockey Rink Rehabilitation Bid
- k. Resolution #133-2024* 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 Program of the New Jersey Infrastructure Bank", to be Issued in the Principal Amount Not to Exceed \$170,000, 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 Program of the New Jersey Infrastructure Bank
- l. Resolution #134-2024* 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 Program of the New Jersey Infrastructure Bank", to be Issued in the Principal Amount Not to Exceed \$775,000, 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 Program of the New Jersey Infrastructure Bank

m. Resolution #135-2024*

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 Program of the New Jersey Infrastructure Bank", to be Issued in the Principal Amount Not to Exceed \$2,300,000, 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 Program of the New Jersey Infrastructure Bank

n. Resolution #136-2024*

Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Nelson Street Flood Mitigation Project

o. Resolution #137-2024*

Approve Bills and Vouchers

X. OPEN TO THE PUBLIC (3 minutes each)

XI. COUNCIL & MANAGER COMMENTS

XII. ADJOURNMENT

Office of the Mayor

Newton, New Jersey

Proclamation

National Donate Life Month

April 2024

*Whereas, realizing the urgent need for organ and tissue donors across the country, the **NATIONAL DONATE LIFE MONTH** observance promotes a greater understanding about the life-saving benefits of donation and transplantation. Moreover, the need is increasing. NJ Sharing Network is committed to addressing that need through increased awareness; and*

Whereas, the transplantation of organs and tissue is a miracle of modern medicine made possible through the compassion of organ and tissue donors, enabling surgeons to save thousands of lives every year. One organ donor can save eight lives and one tissue donor can restore health to over 75 others. People of all ages, ethnic backgrounds, and religions are touched by donations and by the serious shortage of organ donors that exists. Currently, there are nearly 4,000 New Jersey residents and 100,000 Americans awaiting life-saving transplant operations; and

Whereas, every capable person should support this vital effort by registering as an organ and tissue donor, making their family aware of their wishes and being willing to give the precious gift of health, sight, and life to people in need; and

Whereas, registering as an organ and tissue donor at a local Motor Vehicle Agency or online at www.NJSharingNetwork.org signifies our fundamental human responsibility to help others; and

*Whereas, we the Mayor and Town Council of the Town of Newton, recognize **NATIONAL DONATE LIFE MONTH** as an opportunity to join NJ Sharing Network in its life-saving mission;*

NOW, THEREFORE, WE, the Mayor and Town Council of the Town of Newton, do hereby proclaim April 2024 as **DONATE LIFE MONTH in the Town of Newton, New Jersey, and urge all residents to join us in promoting organ and tissue donor education throughout **NATIONAL DONATE LIFE MONTH.****

In witness whereof I have hereunto set my
Hand and caused this seal to be affixed.

Attest: _____

Date: _____ April 22, 2024

Office of the Mayor

Newton, New Jersey

Proclamation

National Volunteer Week

April 21 -27, 2024

WHEREAS, volunteerism strengthens communities, improves social problems, and enhances the overall quality of life for all citizens; and

WHEREAS, experience teaches us that government alone cannot solve all of our social problems or meet all of our opportunities, so we have focused on partnerships with businesses, faith-based organizations, nonprofit organizations, and community members; and

WHEREAS, volunteering changes the lives of volunteers in a positive way, increasing self-confidence, self-esteem, and physical wellbeing; offering the chance to make new connections; and providing opportunities to learn new skills and abilities; and

WHEREAS, the Town of Newton recognizes volunteering improves our quality of life and increases community participation and ownership; and volunteers are vital to our future as a desirable, caring, and productive Town;

NOW, THEREFORE, WE, the Mayor and Town Council of the Town of Newton, hereby proclaim that the week of **April 21-27, 2024, be recognized as National Volunteer Week in the Town of Newton.**

In witness whereof I have hereunto set my Hand and caused this seal to be affixed.

Attest: _____

Date: April 22, 2024

TOWN OF NEWTON

ORDINANCE 2024-6

"AN ORDINANCE AUTHORIZING THE CHANGE OF A STREET NAME IN ACCORDANCE WITH N.J.S.A. 40:67-1(k)"

WHEREAS, pursuant to the provisions of N.J.S.A. 40:67-1(k), the Governing Body of a municipality may make ordinances to provide for the naming of and the changing of street names within a municipality; and

WHEREAS, the purpose of the within Ordinance is to change the current street name of Brooks Plaza to Quantum Realm Drive, pursuant to the request of Thorlabs; and

WHEREAS, the Town Council of the Town of Newton has reviewed the request and finds it acceptable and wishes to authorize the changing of the current street name in accordance with N.J.S.A. 40:67-1(k);

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Mayor and Town Council hereby authorize the changing of the current street name of Brooks Plaza to Quantum Realm Drive; and

BE IT FURTHER ORDAINED that:

(1) All ordinances or parts of the ordinance which are inconsistent with the terms of this Ordinance are hereby repealed to the extent of their inconsistencies.

(2) This Ordinance shall take effect upon due passage and publication in accordance with 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, April 22, 2024. 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 May 13, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk

**TOWN OF NEWTON
ORDINANCE 2024-7**

**AN ORDINANCE TO CHANGE WAGE LEVELS FOR CHIEF FINANCIAL OFFICER AND
FINANCE DIRECTOR IN THE TOWN SALARY ORDINANCE**

WHEREAS, the Town of Newton previously approved Ordinance 2023-29 to establish minimum and maximum salaries and wages for Officers and Employees for 2024 in accordance with N.J.S.A. 40 A:9-165 and Section 25-3 of the Code of the Town of Newton; and

WHEREAS, Schedule "B" of said Ordinance contains the wage levels of all officers and employees of the Town of Newton; and

WHEREAS, the position of Finance Director is currently included under Wage Level 10 and the position of Chief Financial Officer is currently included under Wage Level 14; and

WHEREAS, it has been determined the position of Finance Director needs to be moved to Wage Level 15 and the position of Chief Financial Officer needs to be moved to Wage Level 15;

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: Schedule "B" of Ordinance 2023-29 is hereby amended, revised, and supplemented to move the position of Finance Director from Wage Level 10 to Wage Level 15 and the position of Chief Financial Officer from Wage Level 14 to Wage Level 15, as well as setting forth the total weekly hours of the Finance Director and the Chief Financial Officer, and stating the hours of work for Police Chief and Town Manager to read as follows:

Level 15

Chief Financial Officer (35 hrs/wk)

Finance Director (35 hrs/wk)

Police Chief (40 hrs/wk)

Town Manager (40 hrs/wk)

SECTION 2: SEVERABILITY AND REPEALER

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

SECTION 3: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption and publication in accordance with 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, April 22, 2024. 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 May 13, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2024-8

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$880,000 FOR VARIOUS WATER/SEWER IMPROVEMENTS IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$880,000 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION

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

SECTION 1:

The improvement described in Section 3 of this Bond Ordinance (the "Improvement") is hereby authorized to be undertaken by the Town of Newton, in the County of Sussex, New Jersey (the "Town") as a general improvement. For the said Improvement there is hereby appropriated the amount of \$880,000. No down payments is required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law") as the purpose authorized herein is deemed self-liquidating and the obligations authorized herein are deductible from the gross debt of the Town, as more fully explained in Section 6(e) of this Bond Ordinance.

SECTION 2:

In order to finance the additional cost of the Improvement, negotiable bonds of the Town are hereby authorized to be issued in the principal amount of \$880,000 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said Improvement or purposes, negotiable bond anticipation notes of the Town are hereby authorized to be issued in the principal amount not exceeding \$880,000 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

SECTION 3:

(a) The Improvements authorized and the purposes for which obligations are to be issued are as follows:

Improvements	Appropriation and Estimated Cost	Estimated Maximum Amount of Bonds or Notes	Period of Useful Life
(1) Improvements to Glen Lake including installation of blowoff pipe connection, including all work and materials necessary therefor and incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file in the Office of Engineering.	\$280,000	\$280,000	40 Years
(2) Replacement of the Mason Avenue Watermain, including all work and materials necessary therefor and incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file in the Office of Engineering.	350,000	350,000	40 Years
(3) Sewer Line Improvements, including all work and materials necessary therefor and incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file in the Office of Engineering.	250,000	250,000	40 Years
TOTAL ALL PURPOSES	\$880,000	\$880,000	

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvement is \$880,000.

(c) The estimated cost of the Improvement is \$880,000 which amount represents the initial appropriation made by the Town.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the municipal finance officer of the Town (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be

determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Town Council of the Town at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate, and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Town is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Municipal Clerk and is available for public inspection.

SECTION 6:

The following additional matters are hereby determined, declared, recited, and stated:

(a) The Improvement described in Section 3 of this Bond Ordinance is not a current expense and is a capital improvement or property that the Town may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the Improvement, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations authorized for such purpose, according to the reasonable life thereof computed from the date of the Bonds authorized by this Bond Ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Town, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this Bond Ordinance by \$880,000 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$260,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

(e) This Bond Ordinance authorizes obligations of the Town solely for purposes described in N.J.S.A. 40A:2-7(h). The obligations authorized herein are to be issued for a purpose that is deemed to be self-liquidating pursuant to N.J.S.A. 40A:2-47(a) and are deductible from gross debt pursuant to N.J.S.A. 40A:2-44(c).

SECTION 7:

Any funds or grant monies received for the purpose described in Section 3 of this Ordinance shall be used for financing said Improvement by application thereof either to direct payment of the cost of said Improvement or to the payment or reduction of the authorization of the obligations of the Town authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvement shall, be held and applied by the Town as funds applicable only to the payment of obligations of the Town authorized by this Bond Ordinance.

SECTION 8:

The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this Bond Ordinance. The obligations shall be direct, unlimited obligations of the Town, and the Town shall be obligated to levy ad valorem taxes upon all the taxable property within the Town for the payment of the obligations and the interest thereon without limitation of rate or amount.

SECTION 9.

The Chief Financial Officer of the Town is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Town and to execute such disclosure document on behalf of the Town. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Town pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Town and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Town fails to comply with its undertaking, the Town shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Town reasonably expects to pay expenditures with respect to the Improvement prior to the date that Town incurs debt obligations under this Bond Ordinance. The Town reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Town under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the cost of the Improvement is \$880,000.

SECTION 11:

This Bond Ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, April 22, 2024. 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 May 13, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2024-9

AN ORDINANCE PROVIDING FUNDING FOR VARIOUS WATER/SEWER IMPROVEMENTS FOR THE TOWN OF NEWTON AND APPROPRIATING \$406,496.37 FOR SUCH PURPOSE

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, AND STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The Town of Newton, in the County of Sussex, New Jersey, authorizes various water/sewer improvements to be undertaken, including (a) replacement of lead service lines; (b) replacement of hydrants and valves; (c) replacement of valves and piping at the Water Treatment Plant; and (d) replacement of raw water pumps, to be funded from the sources specified in Section 2 of the Ordinance.

Section 2. The amount of \$406,496.37 is hereby appropriated for the purposes stated in Section 1 of the Ordinance and which amount was funded from the (a) Water Sewer Capital Improvement Fund for the improvements described in Section 1 (a) and (b) above in the amount of \$152,000, (b) Reserve for Water Valve Replacement for the improvements described in Section 1 (c) above in the amount of \$184,496.37, and (c) Reserve for Capital Outlay for the improvements described in Section 1 (d) above in the amount of \$70,000.

Section 3. In connection with the purpose and the amount authorized in Sections 1 and 2 hereof, the Town determines the purpose described in Section 1 hereof is not a Current Expense and is an improvement which the Town of Newton may lawfully make as a general improvement.

Section 4. All ordinances or parts of ordinances which are inconsistent with the terms of this Ordinance be and the same are hereby repealed to the extent of their inconsistency.

Section 5. This Ordinance shall take effect immediately upon due 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 Monday, April 22, 2024. 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 May 13, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2024-10

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$1,745,000 FOR VARIOUS WATER/SEWER VEHICLE ACQUISITIONS IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$1,745,000 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION

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

SECTION 1:

The improvement described in Section 3 of this Bond Ordinance (the "Improvement") is hereby authorized to be undertaken by the Town of Newton, in the County of Sussex, New Jersey (the "Town") as a general improvement. For the said Improvement there is hereby appropriated the amount of \$1,745,000. No down payments is required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law") as the purpose authorized herein is deemed self-liquidating and the obligations authorized herein are deductible from the gross debt of the Township, as more fully explained in Section 6(e) of this Bond Ordinance.

SECTION 2:

In order to finance the additional cost of the Improvement, negotiable bonds of the Town are hereby authorized to be issued in the principal amount of \$1,745,000 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said Improvement or purposes, negotiable bond anticipation notes of the Town are hereby authorized to be issued in the principal amount not exceeding \$1,745,000 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

SECTION 3:

(a) The Improvements authorized and the purposes for which obligations are to be issued are acquisition of various vehicles for the water/sewer utility, including (a) jet vacuum truck; (b) street sweepers; (c) trucks; and (d) trucks with plows.

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvement is \$1,745,000.

(c) The estimated cost of the Improvement is \$1,745,000 which amount represents the initial appropriation made by the Town.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the municipal finance officer of the Town (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Town Council of the Town at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate, and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Town is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Municipal Clerk and is available for public inspection.

SECTION 6:

The following additional matters are hereby determined, declared, recited, and stated:

(a) The Improvement described in Section 3 of this Bond Ordinance is not a current expense, and is a capital improvement or property that the Town may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the Improvement, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations authorized for such purpose, according to the reasonable life thereof computed from the date of the Bonds authorized by this Bond Ordinance, is 12.29 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Town, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this Bond Ordinance by \$1,745,000 and

the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

(e) This Bond Ordinance authorizes obligations of the Town solely for purposes described in N.J.S.A. 40A:2-7(h). The obligations authorized herein are to be issued for a purpose that is deemed to be self-liquidating pursuant to N.J.S.A. 40A:2-47(a) and are deductible from gross debt pursuant to N.J.S.A. 40A:2-44(c).

SECTION 7:

Any funds or grant monies received for the purpose described in Section 3 of this Ordinance shall be used for financing said Improvement by application thereof either to direct payment of the cost of said Improvement or to the payment or reduction of the authorization of the obligations of the Town authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvement shall, be held and applied by the Town as funds applicable only to the payment of obligations of the Town authorized by this Bond Ordinance.

SECTION 8:

The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this Bond Ordinance. The obligations shall be direct, unlimited obligations of the Town, and the Town shall be obligated to levy ad valorem taxes upon all the taxable property within the Town for the payment of the obligations and the interest thereon without limitation of rate or amount.

SECTION 9.

The Chief Financial Officer of the Town is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Town and to execute such disclosure document on behalf of the Town. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Town pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Town and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Town fails to comply with its undertaking, the Town shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Town reasonably expects to pay expenditures with respect to the Improvement prior to the date that Town incurs debt obligations under this Bond

Ordinance. The Town reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Town under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the cost of the Improvement is \$1,745,000.

SECTION 11:

This Bond Ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, April 22, 2024. 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 May 13, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2024-11

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$1,464,000 FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$539,140 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION

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

SECTION 1:

The improvement described in Section 3 of this Bond Ordinance (the "Improvement") is hereby authorized to be undertaken by the Town of Newton, in the County of Sussex, New Jersey (the "Town") as a general improvement. For the said Improvement there is hereby appropriated the amount of \$1,464,000, consisting of (a) \$749,000 grant from the New Jersey Department of Transportation in connection with the improvement described in Section 3(a)(1), (b) \$158,360 grant from the New Jersey Department of Transportation in connection with the improvement described in Section 3(a)(2) (collectively, the "Grants") and (c) \$17,500 as the down payment (the "Down Payment") required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law"). The Down Payment is now available by virtue of provision in one or more previously adopted budgets for down payments or capital improvement purposes.

SECTION 2:

In order to finance the additional cost of the Improvement not covered by application of the Down Payment and the Grants, negotiable bonds of the Town are hereby authorized to be issued in the principal amount of \$539,140 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said Improvement or purposes, negotiable bond anticipation notes of the Town are hereby authorized to be issued in the principal amount not exceeding \$539,140 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

SECTION 3:

(a) The Improvements authorized and the purposes for which obligations are to be issued are as follows:

Improvements	Appropriation and Estimated Cost	Estimated Maximum Amount of Bonds or Notes	Period of Useful Life
(1) Boardwalk Connector for Memory Park, including all work and materials necessary therefor and incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file in the Office of the Clerk.	\$894,000	\$145,000	15 Years
(2) Resurfacing of Douma Drive, Douma Court, Valleyview Court, and Babbit Court, including all work and materials necessary therefor and incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file in the Office of the Clerk.	220,000	61,640	10 Years
(3) Installation of HVAC System at Town Hall, including all work and materials necessary therefor and incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file in the Office of the Clerk.	350,000	332,500	15 Years
TOTAL ALL PURPOSES	\$1,464,000	\$539,140	

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvement is \$539,140.

(c) The estimated cost of the Improvement is \$1,464,000 which amount represents the initial appropriation made by the Town.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the municipal finance officer of the Town (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Town Council of the Town at the meeting next succeeding the date when any sale or delivery of the Notes

pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate, and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Town is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Town Clerk and is available for public inspection.

SECTION 6:

The following additional matters are hereby determined, declared, recited, and stated:

(a) The Improvement described in Section 3 of this Bond Ordinance is not a current expense and is a capital improvement or property that the Town may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the Improvement, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations authorized for such purpose, according to the reasonable life thereof computed from the date of the Bonds authorized by this Bond Ordinance, is 14.42 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Town Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Town, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this Bond Ordinance by \$539,140 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$250,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds or grant monies received for the purpose described in Section 3 of this Ordinance shall be used for financing said Improvement by application thereof either to direct payment of the cost of said Improvement or to the payment or reduction of the authorization of the obligations of the Town authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvement shall, be held and applied by the Town as funds applicable only to the payment of obligations of the Town authorized by this Bond Ordinance.

SECTION 8:

The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this Bond Ordinance. The obligations shall be direct, unlimited obligations of the Town, and the Town shall be obligated to levy ad valorem taxes upon all the taxable property within the Town for the payment of the obligations and the interest thereon without limitation of rate or amount.

SECTION 9.

The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Town reasonably expects to pay expenditures with respect to the Improvement prior to the date that Town incurs debt obligations under this Bond Ordinance. The Town reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Town under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the cost of the Improvement is \$539,140.

SECTION 11:

This Bond Ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, April 22, 2024. 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 May 13, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #123-2024

April 22, 2024

"Authorizing Purchase of Chevrolet Tahoe Police Pursuit Vehicles Through New Jersey State Contract Purchasing and Property T2776-21-01485"

WHEREAS, a need exists for the acquisition of one (1) 2023 Chevrolet Tahoe Police Pursuit rated vehicle for the daily operations of the Newton Police Department; and

WHEREAS, the Town of Newton may, without advertising for bids, purchase such materials through the New Jersey State Purchase and Property State Contract T2776-21-01485 through Gentilini Motors, 2703 Fire Rd., Egg Harbor Township, NJ 08234, pursuant to N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7.29 et. Seq.; and

WHEREAS, under the State Contract Award, the Vendors contained therein may participate in said purchases under State Contract as approved by the Qualified Purchasing Agent; and

WHEREAS, the Newton Police Department has received quotes under State Contract for the vehicle and accessories for \$64,693.97; and

WHEREAS, the Chief Financial Officer certifies that funds are available within the 2024 Current Fund budget in the amount of \$64,693.97 from:

Line item: Capital Improvement – Police Vehicle #01-201-44-906-001

NOW, THEREFORE BE IT RESOLVED, by the Newton Town Council that it authorizes, without bidding pursuant to N.J.S.A. 40A:11-12, State Contract T2776-21-01485 through Gentilini Motors, 2703 Fire Rd., Egg Harbor Township, NJ 08234 for the supply of one (1) 2023 Chevrolet Tahoe Police Pursuit rated vehicle and accessories in the amount of \$64,693.97 as approved by the Qualified Purchasing Agent in accordance with the New Jersey Local Public Contracts Law, N.J.S.A.40A:11-1 et. Seq.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #124-2024

April 22, 2024

"Authorize the Award of a Required Disclosure Contract for Convergent Technologies Inc."

WHEREAS, the Town of Newton has a need to maintain and upgrade access and security systems through Convergent Technologies Inc., 429 Getty Avenue, Clifton, N.J. 07011, as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, Sean Canning, Q.P.A., of the Canning Group, LLC, the Town of Newton's Qualified Purchasing Agent, has determined and certified in writing the value of the acquisition will exceed \$17,500; and

WHEREAS, Convergent has supplied a quote for camera upgrades in the amount of \$18,983.93; and

WHEREAS, Convergent Technologies Inc., 429 Getty Avenue, Clifton, N.J. 07011, has completed and submitted a Business Entity Disclosure Certification and Political Disclosure Contribution form, which certifies Convergent Technologies Inc., 429 Getty Avenue, Clifton, N.J. 07011 has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one year, and that the contract will prohibit Convergent Technologies Inc., 429 Getty Avenue, Clifton, N.J. 07011 from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer as required by N.J.S.A. 40A:4-5, N.J.A.C. 5:34-5.1 et seq., hereby certifies, funds NOT TO EXCEED \$18,983.93 will be encumbered as follows:

Capital Improvement - Police EQUIP/RADIO/VARIOUS #01-201-44-906-000

"The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the Town of Newton is not obligated to spend that amount."

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with Convergent Technologies Inc., 429 Getty Avenue, Clifton, N.J. 07011 not to exceed \$18,983.93 for the camera upgrade project; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification, Political Contribution Disclosure, and the Determination of Value be placed on file with this resolution.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #125-2024

April 22, 2024

"Insertion of Special Items of Revenue in the 2024 Town of Newton Budget Pursuant to N.J.S.A. 40A:4-87 (C. 159, PL 1948)"

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue and also approve the insertion of an item of appropriation of equal amount in the Budget of any Municipality, when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the Budget; and

WHEREAS, the Town of Newton has received a payment in the amount of \$46,837.50 from the State of New Jersey Hazardous Waste Administration for a FY2021 Recycling Tonnage Grant;

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton hereby requests the Director of the Division of Local Government Services approve the insertion of the following items in the 2024 Budget of the Town of Newton which is now available as revenue from:

Miscellaneous Revenues:

Section F: Special Items of Revenue

Public and Private Revenues Off-set with Appropriations:

State of New Jersey Recycling Tonnage Grant \$46,837.50

General Appropriations:

(A) Operations - Excluded from CAPS

Public and Private Program's Off-Set by Revenues:

State of New Jersey Recycling Tonnage Grant..... \$46,837.50

BE IT FURTHER RESOLVED, that an electronic version of this Resolution be forwarded to the Director of the Division of Local Government Services.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #126-2024

April 22, 2024

"Resolution Rejecting All Proposals for Uniform Supply and Cleaning Bids, Town of Newton Bid #2-2024"

WHEREAS, the Town of Newton received proposals for Uniform Cleaning & Supply Bids, Bid#2-2024, on April 2, 2024 at 10:30 A.M.; and

WHEREAS, the Town received two (2) responses from American Wear and Cintas Inc.; and

WHEREAS, the New Jersey Local Public Contracts Law at N.J.S.A. 40A:11-13.2(f) allows for rejection when the Town desires to use a cooperative contract for the provision of goods and services;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, that the proposals submitted by American Wear and Cintas Inc., are hereby rejected under N.J.S.A. 40A:11-13.2(f).

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #127-2024

April 22, 2024

"Approval of Cooperative Purchasing Contract, Uniform Cleaning and Supply – OMNIA Cooperative Contract 001299-Cintas Inc."

WHEREAS, there is a need for Uniform Rental and Supply within the Town of Newton; and

WHEREAS, this service can be purchased through Omnia Cooperative Contract 001299; and

WHEREAS, this service has proposed for the Town of Newton in amounts consistent with cooperative contract 001299; and

WHEREAS, the Town of Newton can procure this through the OMNIA cooperative contract under the authority of N.J.S.A. 40A:11-11 et. Seq.; and

WHEREAS, subject to the approval of future budgets, the Chief Financial Officer certifies that funds are available in the 2024 and 2025 current funds;

WHEREAS, the Qualified Purchasing Agent has concurred with the legality of the purchase in accordance with the New Jersey Local Public Contracts Law (N.J.S..40A:11-11 et. Seq.);

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, in the County of Sussex, State of New Jersey as follows: the Newton Town Manager is authorized to enter into a contract with Cintas Inc., 6800 Cintas Boulevard, Cincinnati, OH 45262, under the authority of Omnia Cooperative Contract 001299 for the Uniform Cleaning and Supply.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #128-2024

April 22, 2024

"Resolution Authorizing the Hiring of Police Investigative Software Services for the Town of Newton Police Department Through the Competitive Contracting Process"

WHEREAS, the Town has a need for the use of police investigative software for its law enforcement function; and

WHEREAS, such services are currently available to be provided through the competitive contracting process under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1(b)(3); and

WHEREAS, the Town desires to evaluate such software offerings from vendors within the procedures as set forth in the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et. seq. and N.J.A.C. 5:34-4 et. Seq.); and

WHEREAS, the Town desires to enter into a contract for up to five (5) years that will satisfy the needs of the Town; and

WHEREAS, as per statute the process will be administered by the Newton Town Manager, Legal Counsel, or Qualified Purchasing Agent;

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

The Qualified Purchasing Agent is hereby authorized to commence the competitive contract/ procurement as allowable under the New Jersey Local Public Contracts Law allowing for a minimum of 20 days' notice after advertisement to receive responses, per Local Public Contracts Law.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #129-2024

April 22, 2024

"Resolution Authorizing the Execution of Contract Change Order Request No. 1 Amending the Professional Engineering Services Agreement with Suburban Consulting Engineers, Inc. Related to the Memory Park - Moore's Brook Dredging Project"

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

WHEREAS, SCE, by letter dated April 9, 2024, a copy of which is made a part of this resolution hereof, has requested Contract Amendment No. 1 to amend its professional services contract with the Town to include the inspection of an additional twenty-five (25) stormwater outfalls within the Town, which were not part of the scope of services for the original contract, for a total additional inspection services not to exceed Five Thousand Two Hundred Twenty-Five Dollars (\$5,225.00);

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Town hereby authorizes the execution of Contract Amendment No. 1, dated April 9, 2024, with Suburban Consulting Engineers, Inc., for the total amount not to exceed Five Thousand Two Hundred Twenty-Five Dollars (\$5,225.00), which said Contract Amendment is incorporated herein by reference as if same was fully set forth; and

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

Teresa A. Oswin, RMC
Municipal Clerk

John-Paul E. Couce, Mayor
Town of Newton

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #130-2024

April 22, 2024

"Authorizing and Setting Special Meeting for
April 29, 2024"

WHEREAS, the Open Public Meetings Act of 1975 ("OPMA") requires that a schedule of regular meetings of the Governing Body be annually posted and maintained in one (1) public place reserved for public documents, and requires that said annual notice be filed and maintained by the Clerk of the Town of Newton; and

WHEREAS, the OPMA further requires that notice of any meeting of the Town Council not provided for on the annual schedule must be (1) posted in at least one (1) public place reserved for public announcements; (2) mailed, telephoned, e-mailed, or hand-delivered to at least two (2) newspapers designated by the public body; and, (3) filed with the Clerk of the municipality at least forty-eight (48) hours in advance of same; and

WHEREAS, the Mayor and Town Council wish to conduct a special Council meeting on Monday, April 29, 2024 at 6:00PM, at the Town of Newton Municipal Building, 39 Trinity Street, Newton, New Jersey to interview Chief Financial Officer candidate(s);

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that it hereby authorizes the special Council meeting to be held on Monday, April 29 2024, in accordance with the OPMA; and

BE IT FURTHER RESOLVED, the Municipal Clerk is hereby directed to publish and post the proper written notice of the date, time, place, and agenda of the April 22, 2024, special Council meeting in accordance with the OPMA.

Teresa A. Oswin, RMC
Municipal Clerk

John-Paul E. Couce, Mayor
Town of Newton

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #131-2024

April 22, 2024

**"Resolution to Authorize the Hiring of Certain
Police Officer(s)"**

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

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

WHEREAS, the Newton Town Manager and Newton Police Chief recommend the hiring of the following Police Officer candidate:

Brian Zakrzewski, as a Temporary Appointment, at \$43,839/year, in accordance with N.J.S.A. 11A:4-1.3.

WHEREAS, the Chief Financial Officer has certified there will be sufficient funds available;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, we hereby approve the hiring of said Police Officer:

Effective - May 6, 2024.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #132-2024

April 22, 2024

"Resolution Rejecting All Proposals for the Hockey Rink Rehabilitation Bid"

WHEREAS the Town of Newton received proposals for the Hockey Rink Rehabilitation Bid, on April 2, 2024 at 11:00 A.M.; and

WHEREAS the Town received one (1) response from Wallkill Group, Inc., 3505 Route 94, Suite IA, Hamburg, New Jersey 07419, in the amount of \$181,107.60; and

WHEREAS, the New Jersey Local Public Contracts Law at N.J.S.A. 40A:11-13.2(a) allows for rejection when the Town receives bids wherein the lowest bid substantially exceeds the cost estimates for the goods or services;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, that the bid submitted by Wallkill Group, Inc., 3505 Route 94, Suite IA, Hamburg, New Jersey 07419, in the amount of \$181,107.60, is hereby rejected under N.J.S.A. 40A:11-13.2(a).

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #133-2024

April 22, 2024

"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 Program of the New Jersey Infrastructure Bank", to be Issued in the Principal Amount Not to Exceed \$170,000, 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 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 various drinking water treatment plant improvements, consisting of improvements to the drinking water storage tank, including all work and materials necessary therefor and incidental thereto (Project No. 1915001-003) (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 finance 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 financing 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 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 Program of the New Jersey Infrastructure Bank" in an aggregate principal amount not to exceed \$170,000 (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 #2023-08 of the Local Unit, which bond ordinance is entitled "BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$1,110,000 FOR VARIOUS WATER/SEWER IMPROVEMENTS IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$1,110,000 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION" and was finally adopted by the Local Unit at a meeting duly called and held on April 24, 2023, 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 \$170,000;
- (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-24-2";
- (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 (as defined in the Note) 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.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

Exhibit A

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

\$ _____

May __, 2024

NJWB-CFP-24-2

FOR VALUE RECEIVED, the Town of Newton, 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, and as the same may be amended or supplemented from time to time during such State Fiscal Year, 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 (in a form to be determined by the I-Bank and the NJDEP) that shall relate exclusively to the Project (as defined in this Section 1, hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Borrower and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

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

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

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

"State" means the State of New Jersey.

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

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

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

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

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

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

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

SECTION 3. Covenants of the Borrower.

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

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

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

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

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

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

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) 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 occurrence of any of 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; (iv) the occurrence of an "Event of Default" pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, and (v) 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, or the Borrower shall generally fail to pay its debts as such debts become due.

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: 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

Municipal Clerk

By: _____
Chief Financial Officer



TOWN OF NEWTON

RESOLUTION #134-2024

April 22, 2024

"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 Program of the New Jersey Infrastructure Bank", to be Issued in the Principal Amount Not to Exceed \$775,000, 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 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 various drinking water treatment plant improvements, including all work and materials necessary therefor and incidental thereto (Project No. 1915001-001) (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 finance 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 financing 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 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 Program of the New Jersey Infrastructure Bank" in an aggregate principal amount not to exceed \$775,000 (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 #2023-08 of the Local Unit, which bond ordinance is entitled "BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$1,110,000 FOR VARIOUS WATER/SEWER IMPROVEMENTS IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$1,110,000 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION" and was finally adopted by the Local Unit at a meeting duly called and held on April 24, 2023, 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 \$775,000;
- (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-24-1";
- (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 (as defined in the Note) 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.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

Exhibit A

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

\$ _____

May __, 2024

NJWB-CFP-24-1

FOR VALUE RECEIVED, the Town of Newton, 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, and as the same may be amended or supplemented from time to time during such State Fiscal Year, 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 (in a form to be determined by the I-Bank and the NJDEP) that shall relate exclusively to the Project (as defined in this Section 1, hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Borrower and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

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

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

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

"State" means the State of New Jersey.

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

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

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

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

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

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

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

SECTION 3. Covenants of the Borrower.

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

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

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

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

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

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

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) 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 occurrence of any of 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; (iv) the occurrence of an "Event of Default" pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, and (v) 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, or the Borrower shall generally fail to pay its debts as such debts become due.

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: 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

Municipal Clerk

By: _____
Chief Financial Officer



TOWN OF NEWTON

RESOLUTION #135-2024

April 22, 2024

“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 Program of the New Jersey Infrastructure Bank”, to be Issued in the Principal Amount Not to Exceed \$2,300,000, 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 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 various sewer conveyance system improvements, including sewer line improvements and combination of two (2) pump stations, including all work and materials necessary therefor and incidental thereto (Project No. S340449-08) (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 finance 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 financing 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 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 Program of the New Jersey Infrastructure Bank” in an aggregate principal amount not to exceed \$2,300,000 (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 #2023-11 of the Local Unit, which bond ordinance is entitled "BOND ORDINANCE PROVIDING AN APPROPRIATION OF 3,465,000 FOR VARIOUS SEWER IMPROVEMENTS IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$3,465,000 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION" and was finally adopted by the Local Unit at a meeting duly called and held on May 8, 2023, 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 \$2,300,000;
- (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-24-3";
- (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 (as defined in the Note) 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.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

Exhibit A

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

\$ _____

May __, 2024

NJWB-CFP-24-3

FOR VALUE RECEIVED, the Town of Newton, 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, and as the same may be amended or supplemented from time to time during such State Fiscal Year, 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 (in a form to be determined by the I-Bank and the NJDEP) that shall relate exclusively to the Project (as defined in this Section 1, hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Borrower and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

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

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

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

"State" means the State of New Jersey.

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

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

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

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

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

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

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

SECTION 3. Covenants of the Borrower.

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

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

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

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

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

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

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) 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 occurrence of any of 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; (iv) the occurrence of an "Event of Default" pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, and (v) 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, or the Borrower shall generally fail to pay its debts as such debts become due.

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: 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

Municipal Clerk

By: _____
Chief Financial Officer



TOWN OF NEWTON

RESOLUTION #136-2024

April 22, 2024

"Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Nelson Street Flood Mitigation Project"

NOW, THEREFORE BE IT RESOLVED, that the Newton Town Council of the Town of Newton, County of Sussex, State of New Jersey formally approves the grant application for the above stated project; and

BE IT FURTHER RESOLVED that the Newton Town Manager and/or Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application identified as **LTPF-2024-Nelson Street Flood Mitigation-00078** to the New Jersey Department of Transportation on behalf of the Town of Newton; and

BE IT FURTHER RESOLVED, that the Newton Town Manager and/or Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the Town of Newton and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement.

My signature and Municipal Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST AND AFFIX SEAL

Teresa A. Oswin, RMC
Municipal Clerk

John-Paul E. Couce
Mayor

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #137-2024

April 22, 2024

"Approve Bills and Vouchers for Payment"

BE IT RESOLVED by the Town Council of the Town of Newton that payment is hereby approved for all vouchers that have been properly authenticated and presented for payment, representing expenditures for which appropriations were duly made in the 2023 and 2024 Budgets adopted by this local Governing Body, including any emergency appropriations, and where unexpended balances exist in said appropriation accounts for the payment of such vouchers.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at the regular meeting of said Governing Body conducted on Monday, April 22, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 04/22/2024 For bills from 04/09/2024 to 04/19/2024

Check#	Vendor	Description	Payment	Check Total
10534	3897 - AMAZON CAPITAL SERVICES	PO 65486 April 2024 - Breakroom	16.24	
		PO 65486 April 2024 - Breakroom	8.75	
		PO 65497 April 2024 - dry erase erasers	4.70	
		PO 65497 April 2024 - dry erase erasers	8.72	38.41
10535	3793 - ATLANTIC PLUMBING SUPPLY INC.	PO 65382 NJDOT Solid Steel Riser	555.13	555.13
10536	4448 - ATLANTIC URGENT CARE LLC	PO 65451 Post-Accident Screenings (Apr Invoice)	50.00	50.00
10537	4662 - BELLIS JUSTIN	PO 65506 COURSE FEE REIMBURSEMENT	95.00	95.00
10538	514 - BEN SHAPPER & RECREATION INC.	PO 65349 PLAYGROUND MULCH/ Pine St Park CoOp 65MC	348.00	348.00
10539	4810 - BOONTON TIRE & AUTO REPAIR	PO 64971 B: PD VEHICLE REPAIR	690.25	690.25
10540	300 - BRIGHTSPEED	PO 64939 B: LONG DISTANCE #499697313 (SPLIT INTO	58.20	58.20
10541	300 - BRIGHTSPEED	PO 64953 B: LONG DISTANCE A/C #320421349 (SPLIT	57.25	57.25
10542	300 - BRIGHTSPEED	PO 64954 B: LOCAL PHONE SVC A/C #310115975	1,258.55	
		PO 64954 B: LOCAL PHONE SVC A/C #310115975	2,025.97	3,284.52
10543	300 - BRIGHTSPEED	PO 64993 B: WOODSIDE AVE PS A/C #3010395888 @ \$42	41.76	41.76
10544	4496 - BROWN KERRY	PO 65513 Mileage, Newton to Hardyston	104.52	104.52
10545	4043 - BSN SPORTS CO., INC.	PO 65366 Game Mound/ Memory Park	5,280.98	5,280.98
10546	175 - CAPITAL ACCOUNT	PO 65480 Move CIF to Gen Cap 2024 Budget	109,299.00	
		PO 65481 Deferred Chg Ord 22-14 2024 Budget	20,733.97	
		PO 65482 Deferred Chg 2017-9, charge off 2024 Bud	34,950.03	164,983.00
10547	4806 - CARDIO PARTNERS INC	PO 65395 New AED Battery's	625.44	625.44
10548	4706 - CARLUCCI, MICHAEL	PO 64923 B: MUNICIPAL JUDGE COVERAGE (N = \$39,417	3,707.27	3,707.27
10549	4787 - CARNER BROS	PO 64914 ESTIMATE REPAIR 10" WATER VALVE HIGH ST	24,850.00	24,850.00
10550	3770 - CINTAS	PO 65075 B: FIRST AID SUPPLIES DPW/WS/TH Jan - De	208.93	208.93
10551	176 - COUNTY OF SUSSEX	PO 65456 COUNTY PURPOSE TAX-2ND QTR	965,313.67	965,313.67
10552	178 - COUNTY OF SUSSEX	PO 65457 COUNTY LIBRARY TAX -2ND QTR	93,532.35	93,532.35
10553	1425 - COUNTY OF SUSSEX	PO 65458 COUNTY OPEN SPACE TAX -2ND QTR	4,043.00	4,043.00
10554	2639 - COUNTY OF SUSSEX	PO 65461 ACO SIGN	31.68	31.68
10555	2639 - COUNTY OF SUSSEX	PO 65477 1st QTR 5% Pilot due to County	9,541.73	9,541.73
10556	4607 - CRG	PO 65522 REFUND ESCROW BALANCE	19,470.60	19,470.60
10557	286 - CURRENT ACCOUNT	PO 65465 move budgeted dcrp to current fund	275.00	
		PO 65468 Move 2023 Safe & Secure Grant \$ to Appro	13,938.00	
		PO 65476 Move Gen Cap FB to Current 2024 Budgeted	145,000.00	159,213.00
10558	4386 - DECOTIIS, FITZPATRICK, COLE& GIBLIN, LLP	PO 65508 SCCC REDEVELOPMENT PROJ -MAR	92.50	92.50
10559	106 - ELIZABETHTOWN GAS	PO 64957 B: NATURAL GAS	3,082.85	
		PO 64957 B: NATURAL GAS	223.44	3,306.29
10560	2780 - ENFORSYS POLICE SYSTEM, INC.	PO 65500 ANNUAL HOSTED PoliSys CAD/RMS (3/1/24-2/	19,800.00	19,800.00
10561	4039 - FARMSIDE LANDSCAPE & DESIGN INC	PO 65108 B: FIELD MAIN/SPORTS FIELDS - Softball &	690.00	690.00
10562	2394 - FEDERAL & STATE GRANT	PO 65494 Charge out 2024 grant match's to grant f	34,150.00	34,150.00
10563	3318 - FREDON ANIMAL HOSPITAL	PO 65078 B: VETERINARY SERVICES	200.59	
		PO 65078 B: VETERINARY SERVICES	949.75	
		PO 65078 B: VETERINARY SERVICES	96.00	1,246.34
10564	4755 - GATES FLAG & BANNER COMPANY INC.	PO 65507 Last batch of Home town Heros cust #383	340.00	340.00
10565	4506 - GLENN C KIENZ	PO 64929 B: 2024 PLANNING BOARD ATTORNEY (800/MNT	800.00	800.00
10566	4808 - HAIGHT, MARISSA R	PO 65363 SEO/Marketing Support	350.00	
		PO 65363 SEO/Marketing Support	650.00	1,000.00
10567	3804 - HAYDEE BALLESTER	PO 64928 B: COURT TRANSLATION	150.00	150.00
10568	230 - HAYEK'S MARKET INC.	PO 65450 Refreshments - Interviews	26.85	
		PO 65450 Refreshments - Interviews	14.45	41.30
10569	4620 - HQW ARCHITECTS, LLC.	PO 64045 Fire House 1 Project	740.00	740.00
10570	332 - J & D SALES & SERVICE, LLC.	PO 65024 WATER RECYLC MAINT RENEW 1/2024 - 12/202	250.00	250.00
10571	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 65314 B: PLANNER	3,727.50	
		PO 65521 PLANNER -MAR	225.00	
		PO 65521 PLANNER -MAR	520.00	
		PO 65521 PLANNER -MAR	2,755.00	7,227.50
10572	113 - JCP&L	PO 64955 B: ELECTRIC	14,934.98	
		PO 64955 B: ELECTRIC	8,302.95	23,237.93
10573	2278 - LANGUAGE LINE SERVICES, INC.	PO 64970 B: TRANSLATION SERVICES Acct #9020910058	52.70	52.70
10574	4227 - LAW OFFICE OF DANIEL P. AGATINO, LLC.	PO 64926 B: 2024 PUBLIC DEFENDER ((TWN \$13,500. G	1,333.34	1,333.34
10575	409 - MINISINK PRESS INC	PO 65515 Business cards - Judge Carlucci	68.00	68.00
10576	4820 - MJM PROMOTIONS LLC	PO 65443 Promotional Item - Jacket	61.72	
		PO 65443 Promotional Item - Jacket	33.23	94.95

List of Bills - CLEARING/CLAIMS

Meeting Date: 04/22/2024 For bills from 04/09/2024 to 04/19/2024

Check#	Vendor	Description	Payment	Check Total
10577	2776 - NET PAYROLL	PO 65490 Annual PFRS to PR, Due April to State	803,835.00	
		PO 65491 Move Budgeted 24 PERS from Current to PR	449,448.00	
		PO 65492 Move 24 Budgeted PERS from WS to PR for	46,503.00	1,299,786.00
10578	4546 - NEW JERSEY JUVENILE OFFICERS ASSOC, INC.	PO 65455 NJJOA 2024 CONF	500.00	500.00
10579	4818 - NEWTON AGRICULTURE LLC	PO 65446 REFUND ESCROW BALANCE	2,953.50	2,953.50
10580	170 - NEWTON BOARD OF EDUCATION	PO 64922 SCHOOL TAX (JAN-JUNE) 2024-	1,132,716.67	1,132,716.67
10581	3979 - NEWTON PIZZA	PO 65516 4/12/24 - Working lunch	21.59	
		PO 65516 4/12/24 - Working lunch	11.63	33.22
10582	4625 - NJ ENTERTAINERS LLC	PO 65452 FACE PAINTER/BALLOON ARTIST - NATIONAL N	175.00	175.00
10583	2701 - NJLM	PO 65498 5/17/24 - ARTEMIS webinar - CEU's	45.00	45.00
10584	2844 - NORTH JERSEY COURT ADMIN. ASSOC.	PO 65447 April MCA Conference Kathy Quinn & Miche	130.00	130.00
10585	2882 - ONE CALL CONCEPTS, INC.	PO 64960 B: ONE CALL MESSAGES	152.65	152.65
10586	4383 - OPTIMUM	PO 64956 B: DIGITAL CONVERTERS & DTA'S	56.95	56.95
10587	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 64947 B: SLUDGE DISPOSAL A/C #12701 (\$102	6,237.00	6,237.00
10588	4656 - PAULUS, SOKOLOWSKI & SARTOR LLC	PO 64962 B: ALTERNATE SEWER ENGINEER (NOT TO EXCE	2,216.25	
		PO 65137 B - Pump Station Consolidation	9,765.71	
		PO 65493 W/S ENGINEER -MAR	15,546.25	27,528.21
10589	64 - FELLOW, HAROLD & ASSO, INC.	PO 63956 Water Study - Flooding issues in Nelson	2,579.75	
		PO 64047 Fire House 1 Project	391.00	
		PO 64987 B: WATER ENGINEER (not to exceed \$55,000	3,543.38	
		PO 65459 ENGINEERING -FEB	71.00	
		PO 65459 ENGINEERING -FEB	568.00	7,153.13
10590	64 - FELLOW, HAROLD & ASSO, INC.	PO 65459 ENGINEERING -FEB	5,117.13	5,117.13
10591	2121 - POSTER COMPLIANCE CENTER	PO 65520 LABOR LAW POSTER 1 YEAR	259.84	
		PO 65520 LABOR LAW POSTER 1 YEAR	139.91	399.75
10592	4126 - PROFESSIONAL CONSULTING INC.	PO 64963 B: SEWER ENGINEER (\$179/HR NOT TO EXCE	3,052.50	
		PO 65501 W/S ENGINEERING -MAR	6,940.00	9,992.50
10593	4273 - QUADIENT INC.	PO 65484 INK CART POSTAGE MACH IX3-5-7 HI CAP Se	200.45	200.45
10594	39 - QUILL CORPORATION	PO 65453 TONER FOR DETECTIVE BUREAU #6182634	415.97	415.97
10595	4203 - RAPID PUMP	PO 65467 Emergency Install of Single Stage RBC Un	291,450.00	291,450.00
10596	2860 - RUTGERS, CENTER FOR GOVERNMENT SERV	PO 65483 Advanced Duties of the Municipal Clerk C	653.00	653.00
10597	3660 - SCHENCK, PRICE, SMITH, & KING, LLP	PO 65032 B: TAX APPEAL ATTORNEY (\$160/HR NOT TO	3,390.98	3,390.98
10598	4644 - SIEGEL, STEVEN M.	PO 64925 B: PROSECUTOR (\$31,000 TOWN/\$3,500 GR	2,875.00	2,875.00
10599	2257 - STAPLES	PO 65311 Hole punch and Stamp	123.78	123.78
10600	2257 - STAPLES	PO 65504 Office Supplies: Morris Lake/ Fuel Syste	692.45	
		PO 65504 Office Supplies: Morris Lake/ Fuel Syste	149.87	842.32
10601	273 - STATE TREASURER	PO 65442 M.MIEBACH CFO LICENSE RENEWAL	50.00	50.00
10602	1212 - STATEWIDE INSURANCE FUND	PO 65300 Statewide 2 of 4 Installments	52,171.87	
		PO 65300 Statewide 2 of 4 Installments	96,890.63	149,062.50
10603	4440 - STORR TRACTOR COMPANY	PO 65449 Machine Maintenance/ Spring PM Service	250.80	250.80
10604	756 - SUI ACCOUNT	PO 65472 Move Budgeted 2024 Sui to PR Fund	7,000.00	
		PO 65472 Move Budgeted 2024 Sui to PR Fund	4,800.00	11,800.00
10605	3442 - SUNLIGHT GENERAL	PO 64996 B: ELECTRIC DPW/STP	991.71	
		PO 64996 B: ELECTRIC DPW/STP	505.66	1,497.37
10606	1215 - SUSSEX & WARREN TAX COLL	PO 65410 TAX COLLECTOR QUARTERLY MEETING	30.00	
		PO 65410 TAX COLLECTOR QUARTERLY MEETING	30.00	60.00
10607	2561 - SUSSEX COUNTY CHAMBER OF COMMERCE	PO 65462 4/25/2024 Awards Luncheon -8 attendees	600.00	
		PO 65485 Business Card Ad - 2024 Annual Awards Lu	26.25	
		PO 65485 Business Card Ad - 2024 Annual Awards Lu	48.75	675.00
10608	3529 - SUSSEX COUNTY SHERIFF'S CRIMESTOPPE	PO 65460 Sussex County Sheriff's Crimestopper's S	84.50	
		PO 65460 Sussex County Sheriff's Crimestopper's S	45.50	130.00
10609	4776 - TERRESTRIAL IMAGING LLC	PO 65473 PD DRONE	15,119.75	15,119.75
10610	4278 - TEXAS LIFE INSURANCE COMPANY	PO 65464 Mar 2024 - Life Insurance	88.45	88.45
10611	3851 - THE CANNING GROUP, LLC.	PO 64927 B: 2024 QPA ANN \$8,500	708.33	708.33
10612	676 - THE EQUITABLE	PO 65517 Equitable - Def Comp - Apr 11	5,445.00	5,445.00
10613	217 - TIMMERMAN COMPANY, INC.	PO 65448 SWEEPERS PARTS/ Water Pump	315.00	
		PO 65448 SWEEPERS PARTS/ Water Pump	1,781.76	2,096.76
10614	2880 - TRACTOR SUPPLY	PO 65026 B: ACO EQUIP	78.78	78.78
10615	691 - TRANS WORLD ASSURANCE CO.	PO 65463 TWA - Voluntary Life - MAR 2024	400.00	400.00
10616	4013 - TRANSUNION ALTERNATIVE RISK & DATA,	PO 65454 ONLINE INVESTIGATION SERVICE acct #7971	75.00	75.00
10617	4767 - TROJAN TECHNOLOGIES CORP	PO 65466 2024/2025 SVC CONTRACT WTP (NOT TO EXCEE	11,500.00	11,500.00
10618	521 - TRUST ACCOUNT, TOWN OF NEWTON	PO 65478 Move Budgeted 2024 Accumulated Leave to	64,826.00	64,826.00

List of Bills - CLEARING/CLAIMS

Meeting Date: 04/22/2024 For bills from 04/09/2024 to 04/19/2024

Check#	Vendor	Description	Payment	Check Total
10619	1280 - VERIZON WIRELESS, INC.	PO 65000 B: CELL PHONE ACCT #882571077-0001	133.94	
		PO 65000 B: CELL PHONE ACCT #882571077-0001	1,748.09	1,882.03
10620	1665 - WARREN CO. CLERK'S ASSOC.	PO 65445 Seminar on May 15, 2024	100.00	100.00
10621	477 - WATER & SEWER CAPITAL ACCOUNT	PO 65479 MOVE CIF to WS Capital 2024 Budget	217,291.00	217,291.00
10622	297 - WATER & SEWER OPERATING ACCT	PO 65470 Move WS Cap Fund Bal to WS OP Revenue	26,800.00	
		PO 65471 Move WS Assmt Interest to WS OF Revenue	4,590.00	31,390.00
10623	4822 - WILDFLOWERS OF SUSSEX COUNTY	PO 65512 Sympathy arrangement - Shackleton Family	80.00	80.00
10624	3726 - WITMER PUBLIC SAFTEY GROUP, iINC.	PO 64645 GLOCK 43X Quote #135787	509.07	
		PO 64896 HOSE	3,036.92	3,545.99
TOTAL				4,861,826.51

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-163-05-000-001	INTERFUND RECEIVABLE - STATE/FED GRANTS			34,150.00	
01-166-05-000-001	INTERFUND RECEIVABLE - PARK AUTHORITY			38.01	
01-194-08-100-000	TOTAL MISC REVENUE NOT ANTICIPATED			9,541.73	
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	1,503.21			
01-201-20-110-200	TOWN COUNCIL - OTHER EXPENSES	305.00			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	1,122.23			
01-201-20-130-200	FINANCE ADMINISTRATION - OTHER EXPENSES	50.00			
01-201-20-145-200	COLLECTION OF TAXES - OTHER EXPENSES	30.00			
01-201-20-150-200	ASSESSMENT OF TAXES - OTHER EXPENSES	75.00			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	7,099.31			
01-201-20-165-200	ENGINEERING - OTHER EXPENSES	1,522.25			
01-201-20-175-200	HISTORIC COMMISSION - OTHER EXPENSES	104.52			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	4,602.50			
01-201-21-181-200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	75.00			
01-201-23-210-200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	59,086.63			
01-201-23-215-200	WORKMEN'S COMP INSURANCE - OTHER EXPENSE	37,804.00			
01-201-23-222-100	HEALTH BENEFIT WAIVER	7,000.00			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	1,138.67			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	19,800.00			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	815.80			
01-201-26-298-200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	1,861.88			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	2,634.38			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	690.25			
01-201-27-331-200	OCCUPATIONAL HEALTH - OTHER EXPENSES	50.00			
01-201-27-340-200	ANIMAL CONTROL - OE	1,356.80			
01-201-28-370-200	RECREATION - OTHER EXPENSES	625.44			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	1,038.00			
01-201-30-415-100	UNCLASSIFIED - S&W - ACCUMULATED ABSENCE	64,826.00			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	15,799.91			
01-201-36-470-200	STATUTORY EXPENDITURES - OTHER EXPENSES	1,253,283.00			
01-201-42-108-100	INTERLOCAL - GREEN TWP COURT	2,300.78			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	2,254.50			
01-201-44-900-000	CAPITAL IMPROVEMENTS - OTHER EXPENSES	125,031.25			
01-201-46-800-200	DEFERRED CHARGES - OTHER EXPENSES	55,684.00			
01-203-20-165-200	(2023) ENGINEERING - OTHER EXPENSES		2,579.75		
01-203-25-240-200	(2023) POLICE DEPARTMENT - OTHER EXPENSES		509.07		
01-203-25-255-200	(2023) FIRE DEPARTMENT - OTHER EXPENSES		3,036.92		
01-203-44-900-000	(2023) CAPITAL IMPROVEMENTS - OTHER EXPENSES		5,280.98		
01-207-55-000-000	DUE NEWTON BOE - SCHOOL TAX PAYABLE			1,132,716.67	
01-208-55-000-001	DUE COUNTY - LIBRARY TAX			93,532.35	
01-208-55-000-002	DUE COUNTY - PURPOSE TAX			965,313.67	
01-208-55-000-004	DUE COUNTY - OPEN SPACE TAX			4,043.00	
01-260-05-100	DUE TO CLEARING			0.00	3,920,312.46
TOTALS FOR	CURRENT FUND	1,669,570.31	11,406.72	2,239,335.43	3,920,312.46

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			18,474.76	
02-260-05-100	Due to Clearing			0.00	18,474.76
TOTALS FOR	STATE AND FEDERAL GRANTS	0.00	0.00	18,474.76	18,474.76
04-215-55-908-000	ORD 2022-13 SIDEWALKS RT 206/WATER ST			71.00	
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			1,131.00	
04-260-05-100	Due to Clearing			0.00	146,202.00
04-400-65-001	FUND BALANCE			145,000.00	
TOTALS FOR	GENERAL CAPITAL	0.00	0.00	146,202.00	146,202.00
08-215-55-903-000	ORD 2020-7 DIGESTER & PRI SLUDGE PUMP-NJIB			310.00	
08-215-55-907-000	ORD 2022-12 WS IMP. FULLY FUNDED			568.00	
08-215-55-910-000	ORD 2023-3 SPARTA AVE PS - NJIB			1,112.50	
08-215-55-912-000	ORD 2023-8 WATER IMP NJIB			9,887.50	
08-215-55-913-000	ORD 2023-11 SEWER IMP. NJIB			9,765.71	
08-215-55-916-000	ORD 2023-17 MORRIS LK GATE H. FF			11,176.25	
08-260-05-100	DUE TO CLEARING			0.00	59,619.96
08-400-65-090-100	Fund Balance			26,800.00	
TOTALS FOR	WATER/SEWER UTILITY CAPITAL	0.00	0.00	59,619.96	59,619.96
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	98,535.78			
09-201-60-511-000	W&S CAP IMPROVE - CAPITAL IMPROVE FUND	217,291.00			
09-201-60-512-000	W&S CAP IMPROVE - CAPITAL OUTLAY	291,450.00			
09-201-65-540-217	W&S STAT EXPEND - PERS CONTRIBUTION	46,503.00			
09-201-65-542-217	W&S STAT EXPEND - UNEMPLOYMENT	4,800.00			
09-201-65-543-217	W&S STAT EXPEND - DCRP	275.00			
09-203-56-501-200	(2023) W&S OPERATING - TOTAL OTHER EXPENSES		24,850.00		
09-260-05-100	DUE TO CLEARING			0.00	683,704.78
TOTALS FOR	WATER/SEWER UTILITY	658,854.78	24,850.00	0.00	683,704.78
20-260-05-100	Due to Clearing			0.00	5,933.45
20-291-55-077	DEFERRED COMP - EQUITABLE			5,445.00	
20-291-55-080	TWA SAVINGS PLAN			400.00	
20-291-55-082-005	AFA Texas Life			88.45	
TOTALS FOR	PAYROLL	0.00	0.00	5,933.45	5,933.45
25-260-05-100	DUE TO CLEARING			0.00	4,590.00
25-261-05-000-009	IF PAYABLE - W/S OPERATING			4,590.00	
TOTALS FOR	W/S Utility Trust Assessment	0.00	0.00	4,590.00	4,590.00
31-260-05-100	DUE TO CLEARING			0.00	3,293.50
31-286-56-102-000	ENGINEER REVIEW FEES			2,953.50	
31-287-56-107	RES RECREATION (ALL)			340.00	
TOTALS FOR	TRUST	0.00	0.00	3,293.50	3,293.50
33-260-05-100	DUE TO CLEARING			0.00	19,470.60
33-286-56-111-000	CRG (CARUSON REDEV GR) SEMPRE PROP.			19,463.40	
33-286-56-111-001	CRG - INT DEV			7.20	
TOTALS FOR	DEVELOPERS ESCROW	0.00	0.00	19,470.60	19,470.60

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
35-260-05-100	DUE TO CLEARING			0.00	225.00
35-296-56-001-000	RESERVES FOR COMMERCIAL DEVELOPMENT			225.00	
TOTALS FOR	HOUSING TRUST	0.00	0.00	225.00	225.00

Total to be paid from Fund 01 CURRENT FUND	3,920,312.46
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	18,474.76
Total to be paid from Fund 04 GENERAL CAPITAL	146,202.00
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	59,619.96
Total to be paid from Fund 09 WATER/SEWER UTILITY	683,704.78
Total to be paid from Fund 20 PAYROLL	5,933.45
Total to be paid from Fund 25 W/S Utility Trust Assessment	4,590.00
Total to be paid from Fund 31 TRUST	3,293.50
Total to be paid from Fund 33 DEVELOPERS ESCROW	19,470.60
Total to be paid from Fund 35 HOUSING TRUST	225.00
	4,861,826.51

Checks Previously Disbursed

240126	PAYROLL ACCOUNT	4/11 CURRENT PAYROLL	208,203.71	4/11/2024
240127	ELAVON, INC.	PO# 65008 B: COURT MERCHANT FEE	81.46	4/10/2024
240214	PAYROLL ACCOUNT	4/11 GRANT PAYROLL	1,021.89	4/11/2024
240918	PAYROLL ACCOUNT	4/11 WS PAYROLL	46,841.69	4/11/2024
242022	POLICE & FIRE RETIREMENT SYSTEM	1st QTR IROC PFRS	51,193.76	4/08/2024
242023	PUBLIC EMPLOYEE RETIRE SYSTEM	1st QTR IROC PERS	56,184.89	4/09/2024
243111	PAYROLL ACCOUNT	4/11 TRUST PAYROLL	686.00	4/11/2024
			364,213.40	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	208,285.17	3,920,312.46	4,128,597.63
Fund 02 STATE AND FEDERAL GRANTS	1,021.89	18,474.76	19,496.65
Fund 04 GENERAL CAPITAL		146,202.00	146,202.00
Fund 08 WATER/SEWER UTILITY CAPITAL		59,619.96	59,619.96
Fund 09 WATER/SEWER UTILITY	46,841.69	683,704.78	730,546.47
Fund 20 PAYROLL	107,378.65	5,933.45	113,312.10
Fund 25 W/S Utility Trust Assessment		4,590.00	4,590.00
Fund 31 TRUST	686.00	3,293.50	3,979.50
Fund 33 DEVELOPERS ESCROW		19,470.60	19,470.60
Fund 35 HOUSING TRUST		225.00	225.00
BILLS LIST TOTALS	364,213.40	4,861,826.51	5,226,039.91