



**AGENDA  
NEWTON TOWN COUNCIL  
REGULAR HYBRID MEETING  
MAY 13, 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. April 22, 2024, Regular Meeting
- b. April 29, 2024, Special 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 – Arbor Day Proclamation; Rotary Club 100 Year Anniversary Proclamation
- b. Councilmember Dickson
- c. Councilmember Diglio
- d. Councilmember Teets
- e. Deputy Mayor Le Frois
- f. Mayor Couce

**VII. UNFINISHED BUSINESS**

**VIII. ORDINANCE(S)**

**a.** 2<sup>nd</sup> Reading and Public Hearing  
Ordinance 2024-6

An Ordinance Authorizing the Change of a Street Name in Accordance with N.J.S.A. 40:67-1(k)

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

Ordinance 2024-7

An Ordinance to Change Wage Levels for Chief Financial Officer and Finance Director in the Town Salary Ordinance

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

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

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

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

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

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

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

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

- b. Introduction  
Ordinance 2024-12 An Ordinance Providing Funding for a Police Alcotest Machine for the Town of Newton and Appropriating \$25,000 for Such Purpose
- Ordinance 2024-13 An Ordinance Amending Zoning Section 320-4 Regarding Maximum Bedrooms for Multi-Family Units and Section 320-23 Regarding Parking Space Requirements for Multi-Family Dwellings
- Ordinance 2024-14 Bond Ordinance Providing a Supplemental Appropriation of \$70,000 for Resurfacing of Douma Drive, Douma Court, Valleyview Court, and Babbit Court in and by the Town of Newton, in the County of Sussex, New Jersey and Authorizing the Issuance of \$66,500 Bonds or Notes of the Town for Financing Part of the Appropriation
- Ordinance 2024-15 Ordinance Authorizing the Private Sale of Public Lands Not Needed for Public Purpose to the State of New Jersey Department of Environmental Protection Pursuant to N.J.S.A. 40A:12-13(b)(1)
- Ordinance 2024-16 An Ordinance of the Town of Newton Authorizing the Amendment of the Financial Agreement Previously Entered into by the Town of Newton and WSR I Urban Renewal, LLC and the Assignment And Assumption of Said Financial Agreement to 123 Water Urban Renewal, LLC

**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 #140-2024\* Issuance of Estimated 3rd Quarter Tax Bills
- b. Resolution #141-2024\* Resolution Authorizing Payment #2 for the Drainage Improvements Contract at Memory Park
- c. Resolution #142-2024\* Authorizing Change Order No. 2 for Drainage Improvements Contract at Memory Park
- d. Resolution #143-2024\* Resolution Authorizing the Application to the NJ Clean Energy Program Community Energy Planning Grant Program
- e. Resolution #144-2024\* Resolution to Reject all Submittals for the Bid for Cleaning of the Morris Lake WTP Clearwell and High Street Water Storage Tank
- f. Resolution #145-2024\* Resolution Calling for the Modernization of the Open Public Records Act (OPRA) and the Swift Passage of S-2930/A-4045
- g. Resolution #146-2024\* Approval of the Execution of a Shared Services Agreement with Fredon Township to Provide Animal Control Services From June 1, 2024 Through December 31, 2024
- h. Resolution #147-2024\* Approve Bills and Vouchers

- i. Resolution #148-2024\* Authorizing an Addendum to the Redevelopment Agreement Previously Entered into By and Between the Town of Newton and Water Street Holdings LLC as Redeveloper on April 12, 2021
- j. Resolution #149-2024\* Approving and Authorizing the Town Manager to Execute and Deliver a Certificate of Completion on Behalf of the Town of Newton for the Project Constructed on Tax Block 10.01, Lot 4.02

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

**XI. DISCUSSION**

- a. Lead Service Line Replacement Program

**XII. COUNCIL & MANAGER COMMENTS**

**XIII. ADJOURNMENT**

Office of the Mayor

Newton, New Jersey

# Proclamation

## Arbor Day Celebration

May 4, 2024

**WHEREAS**, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

**WHEREAS**, trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal;

**NOW, THEREFORE**, We, the Town Council of the Town of Newton, do hereby proclaim **Saturday, May 4, 2024** as an **"ARBOR DAY CELEBRATION"** in the Town of Newton, and urge all citizens to celebrate and to support efforts to protect our trees and woodlands, to plant trees to gladden the heart and promote the well-being of this and future generations.

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

Attest: \_\_\_\_\_

Date: \_\_\_\_\_ May 4, 2024

Office of the Mayor

Newton, New Jersey

# Proclamation

Newton Rotary Club's 100<sup>th</sup> Year Anniversary

**May 2024**

**WHEREAS**, the Newton Rotary Club was established on May 15, 1923; and

**WHEREAS**, the Club is a unit of Rotary International, a worldwide organization of 33,000 clubs and 1.2 million members, in 200 countries; and

**WHEREAS**, the mission of the Newton Rotary Club is to enhance the quality of life for all in Sussex County and beyond. It is a service club that encourages friendship, business development, and public speaking skills while offering prestige and companionship to its members; and

**WHEREAS**, the Newton Rotary Club started with 18 charter members. They were drawn from a wide circle of industries. Those early categories included: silk merchant, shoe manufacturer; lawyer, and hotel owner, and over the years the Club has grown and now has close to 100 members and is the largest in the district; and

**WHEREAS**, the Club's mission is executed in multiple ways throughout the area including donating dictionaries to local elementary schools, partnering with Project Self Sufficiency with the Homeless Project, partnering with Newton Medical Center in the Golf Outing Fundraiser, working at Manna House to serve lunches, awarding scholarships to local students in area schools, and sponsoring a young girl in Kenya through the Massai Project; and

**WHEREAS**, the Newton Rotary Club is a valuable asset to the Town of Newton and its surrounding municipalities;

**NOW, THEREFORE**, We, the Town Council of the Town of Newton, do hereby recognize the **NEWTON ROTARY CLUB** and celebrate their **100 YEAR ANNIVERSARY** in the Town of Newton, and we look forward to the next 100 years of community service from this exceptional organization.

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

\_\_\_\_\_  
Attest: \_\_\_\_\_

Date: \_\_\_\_\_ May 13, 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 was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm 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.

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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 was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm 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.

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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
<b>TOTAL ALL PURPOSES</b>	<b>\$880,000</b>	<b>\$880,000</b>	

(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 was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm 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.

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Teresa A. Oswin, RMC

# 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 was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm 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.

# 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 was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm 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.

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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
<b>TOTAL ALL PURPOSES</b>	<b>\$1,464,000</b>	<b>\$539,140</b>	

(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 was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm 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.

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Teresa A. Oswin, RMC  
Municipal Clerk

**TOWN OF NEWTON**

**ORDINANCE 2024-12**

**AN ORDINANCE PROVIDING FUNDING FOR A POLICE ALCOTEST MACHINE FOR THE TOWN OF NEWTON AND APPROPRIATING \$25,000 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 the acquisition of a Police Alcotest Machine, including all work and materials necessary therefor and incidental thereto, for the Town of Newton to be funded from the sources specified in Section 2 of the Ordinance.

Section 2. The amount of \$25,000 is hereby appropriated for the purposes stated in Section 1 of the Ordinance and which amount was funded from the Reserve for Police Alcotest in the amount of \$25,000.

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** the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on May 13, 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 29, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk

# TOWN OF NEWTON

## ORDINANCE 2024-13

### AN ORDINANCE AMENDING ZONING SECTION 320-4 REGARDING MAXIMUM BEDROOMS FOR MULTI-FAMILY UNITS AND SECTION 320-23 REGARDING PARKING SPACE REQUIREMENTS FOR MULTI-FAMILY DWELLINGS

**WHEREAS**, the Town Council of the Town of Newton ("Town") has concerns regarding oversized multi-family units that may encourage more people to live in a single unit than is permitted by health, safety, and occupancy standards; and

**WHEREAS**, the Town Council of the Town of Newton has determined that creating a maximum number of bedrooms for multi-family dwellings is necessary to limit the occurrence of oversized apartments that exceed health standards; and

**WHEREAS**, the Town Council of the Town of Newton has concerns that multi-family units and single-family residential units with three (3) bedrooms or more have higher parking requirements than small units, which the Town's parking standards favor; and

**WHEREAS**, the Town Council of the Town of Newton has determined that providing specific standards for multi-family units and single-family residences with three (3) bedrooms or more would serve the general welfare of the community by ensuring there is enough parking for these units;

**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 wish to amend Section 4, entitled "General Provisions" and Section 23, entitled "Parking and Driveway Standards," both of Chapter 320 of the Town Code, entitled "Zoning: Form-Based Code," as follows:

#### § 320-4. General Provisions.

E. New multi-family dwellings. In any district, a multi-family dwelling which contains within such multi-family dwelling three (3) or more residential units shall have no more than three (3) bedrooms per unit. This limit does not apply to two (2)-family dwellings or duplexes.

#### § 320-23. Parking and Driveway Standards.

A. Minimum parking requirements. Parking needs vary based on uses and location, access to transit and other modes of transportation. This chapter permits flexible parking standards based on the transect that the use is in, as well as other factors including shared parking possibilities, size of use, and access to municipal parking lots. Parking requirements are based on use and transect zones as follows:

\* Underlined language denotes new, proposed language to the Ordinances. \*

Parking Requirements by Transect Zone and Use			
	T-2/T-3	T-4	T-5/T-6
Residential	2.0/dwelling	1.5/dwelling	1.0/dwelling
Lodging	1.0/bedroom	1.0/bedroom	1.0/bedroom
Office	3.0/1,000 square feet	3.0/1,000 square feet	2.0/1,000 square feet
Retail	4.0/1,000 square feet	4.0/1,000 square feet	3.0/1,000 square feet
Restaurant	1.0/3.0 seats	1.0/3.0 seats	1.0/4.0 seats
Light industry	3.0/1,000 square feet	3.0/1,000 square feet	2.5/1,000 square feet
Special districts use T-4			

(1) Assembly, stadium, educational facilities, and religious institutions: one space per 1.25 employees plus one space for each five (5) students, plus one (1) space for each four (4) fixed seats, or where no maximum capacity or fixed seats exist, one (1) space per 40 square feet of floor area available for public use.

(2) For any residential units with three (3) or more bedrooms, the provisions set forth in Residential Site Improvement Standards (RSIS) for parking shall apply. For any residential units with two (2) bedrooms or less, the table in §320-23A of the Code shall apply.

**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** the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on May 13, 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 29, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk

## TOWN OF NEWTON

### ORDINANCE 2024-14

#### **BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$70,000 FOR RESURFACING OF DOUMA DRIVE, DOUMA COURT, VALLEYVIEW COURT, AND BABBIT COURT IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$66,500 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 \$70,000, such sum includes \$3,500 from the Capital Improvement Fund 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").

#### SECTION 2:

In order to finance the additional cost of the Improvement not covered by application of the Down Payment, negotiable bonds of the Town are hereby authorized to be issued in the principal amount of \$66,500 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 \$66,500 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

#### SECTION 3:

(a) The Improvements authorized and the purpose for the financing of which said obligations are to be issued is for the 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 (supplements Bond Ordinance 2024-11).

(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 \$66,500.

(c) The estimated cost of the Improvement is \$70,000 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 and 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 10 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 \$66,500 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$5,000 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 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 Towns 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 \$66,500.

**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** the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on May 13, 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 29, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk

# TOWN OF NEWTON

## ORDINANCE 2024-15

### ORDINANCE AUTHORIZING THE PRIVATE SALE OF PUBLIC LANDS NOT NEEDED FOR PUBLIC PURPOSE TO THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION PURSUANT TO N.J.S.A. 40A:12-13(b)(1)

**WHEREAS**, the Town of Newton holds title to Block 23.01, Lots 1 and 3 (the "Property") as further identified on the Town of Newton Tax Maps and which Property is within the Town of Newton, which land is not needed for public use; and

**WHEREAS**, the State of New Jersey Department of Environmental Protection is interested in purchasing the Property; and

**WHEREAS**, the Town of Newton is authorized by the provisions of N.J.S.A. 40A:12-13(b)(1) to sell lands not needed for a public use privately to any political subdivision, agency, department, commission, board or body corporate and politic of the State of New Jersey upon adoption of an ordinance authorizing for same; and

**WHEREAS**, the Town of Newton desires to sell the Property to the State of New Jersey Department of Environmental Protection;

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

1. The Town of Newton hereby declares the Property identified as Block 23.01, Lots 1 and 3 is hereby owned by the Town of Newton.

2. The Town of Newton has determined the subject Property, Block 23.01, Lots 1 and 3, is no longer needed for public use and shall be sold in accordance with the appropriate New Jersey statutes, rules and regulations.

3. The Town of Newton hereby authorizes the conveyance of said property to the State of New Jersey Department of Environmental Protection (NJDEP), for the sum of Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00).

4. The Mayor and Town Clerk are hereby authorized to sign a purchase agreement and all other such documents as may be required for the property conveyance and to effectuate the sale of said lot, upon direction of the Town Attorney; and

**BE IT FURTHER ORDAINED** that:

5. 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.

6. This Ordinance shall take effect upon due passage and publication in accordance with law.

**NOTICE**

**TAKE NOTICE** the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on May 13, 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 29, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk



# TOWN OF NEWTON

## ORDINANCE 2024-16

### AN ORDINANCE OF THE TOWN OF NEWTON AUTHORIZING THE AMENDMENT OF THE FINANCIAL AGREEMENT PREVIOUSLY ENTERED INTO BY THE TOWN OF NEWTON AND WSR I URBAN RENEWAL, LLC AND THE ASSIGNMENT AND ASSUMPTION OF SAID FINANCIAL AGREEMENT TO 123 WATER URBAN RENEWAL, LLC

**WHEREAS**, by Resolution 69-2018 adopted February 26, 2018, the Town Council (the "**Town Council**") of the Town of Newton (the "**Town**") designated property identified on the official tax map of the Town as Block 10.01, Lot 4, and commonly known as 121 Water Street, as a non-condemnation area in need of redevelopment (the "**Redevelopment Area**" or "**Project Area**") in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "**Redevelopment Law**"); and

**WHEREAS**, by Ordinance 2020-14 adopted July 13, 2020, the Town Council duly adopted a redevelopment plan for the Redevelopment Area, entitled, "121 Water Street Redevelopment Plan", prepared by Topology and dated June 22, 2020 (as the same may be amended and supplemented from time to time, the "**Redevelopment Plan**"); and

**WHEREAS**, by Resolution 99-2021 adopted on April 12, 2021, the Town Council (a) designated Water Street Holdings, LLC as the redeveloper (the "**Redeveloper**") of the Redevelopment Area; and (b) authorized the Town to enter into a redevelopment agreement setting forth the terms and conditions by which Redeveloper will redevelop the Redevelopment Area for the construction, renovation, operation, and maintenance of the improvements within the Redevelopment Plan (the "**Project**" or "**Redevelopment Project**"); and

**WHEREAS**, on April 12, 2021, the Town and the Redeveloper entered into a redevelopment agreement setting forth their respective undertakings, rights, and obligations in connection with the development of the Redevelopment Project in accordance with the Redevelopment Plan and applicable law (the "**Redevelopment Agreement**"); and

**WHEREAS**, Lot 4 was subsequently subdivided into Lots 4.01 (the "**Residential Project Property**") and 4.02 (the "**Retail Project Property**"), both of which are controlled by the Redevelopment Agreement; and

**WHEREAS**, by Ordinance 2021-5 adopted April 26, 2021, the Town Council authorized the Town to enter into a financial agreement with WSR I Urban Renewal LLC (the "**Entity**"), an affiliate of the Redeveloper, setting forth the long-term tax exemption granted to the Entity concerning the Retail Project Property under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "**Exemption Law**"); and

**WHEREAS**, on April 26, 2021, the Town and the Entity entered into a financial agreement (the "**Financial Agreement**") as was authorized by Ordinance 2021-5; and

**WHEREAS**, by correspondence dated February 20, 2024, counsel for the Entity notified the Town that it is under contract to sell the Retail Project Property to 123 Water Urban Renewal, LLC (the "**Assignee**") , which sale is contingent upon the assignment of the Financial Agreement to the Assignee, and requested the Town Council approve the execution of an agreement by the Town with the Entity and Assignee permitting the proposed assignment of the Financial Agreement to Assignee (the "**Amendment, Assumption and Assignment Agreement**", the form of which is attached hereto as **Exhibit A**); and

**WHEREAS**, counsel for the Assignee provided proof by correspondence dated April 1, 2024 that Assignee is qualified to accept assignment of the Financial Agreement from the Entity, with Assignee being a limited liability company duly formed under the Revised New Jersey Limited Liability Company Act, N.J.S.A. 42:2C-1 et seq., and certified and approved as an Urban Renewal Entity by the New Jersey Department of Community Affairs on March 25, 2024; and

**WHEREAS**, the assignment of the Financial Agreement from the Entity to the Assignee is pursuant to the terms of the Amendment, Assignment, and Assumption Agreement to be entered into by and between the Town, the Entity and Assignee, which assignment requires the consent and approval of the Town pursuant to the terms of the Financial Agreement; and

**WHEREAS**, the Town, the Entity and Assignee also seek to provide for a limited amendment to the Financial Agreement by replacing Exhibit A to the Financial Agreement with an updated written description and an updated survey map of the Retail Project Property which is the property subject to the Financial Agreement; and

**WHEREAS**, the Town now desires to authorize the execution of the Amendment, Assignment, and Assumption Agreement providing for the limited amendment and assignment of the Financial Agreement as is now being authorized by the adoption of this Ordinance.

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

**Section 1.** The above "WHEREAS" paragraphs are hereby incorporated herein by reference as though specifically set forth herein below.

**Section 2.** The Newton Town Manager shall be and is hereby authorized and directed to execute and deliver the Amendment, Assignment, and Assumption Agreement on behalf of the Town in substantially the form attached hereto as **Exhibit A**, with such changes as the Newton Town Manager, after consultation with Redevelopment Counsel and any advisors to the Town as may be necessary and appropriate, shall determine, such determination to be conclusively evidenced by the execution of the Amendment, Assignment, and Assumption Agreement by the Newton Town Manager.

The Municipal Clerk shall be and is hereby authorized and directed to attest to the execution of the Amendment, Assignment, and Assumption Agreement by the Newton Town Manager and to affix the corporate seal of the Town to the Amendment, Assignment, and Assumption Agreement.

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

**Section 4.** If any section, paragraph, subsection, clause, or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

**Section 5.** Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

**Section 6.** This Ordinance shall take effect upon final passage and publication as required by law.

**Section 7.** Upon final adoption hereof, the Municipal Clerk shall forward certified copies of this Ordinance to Douglas F. Doyle, Esq., DeCotiis, FitzPatrick, Cole & Giblin, LLP, Special Redevelopment Counsel to the Town.

### **NOTICE**

**TAKE NOTICE** the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on May 13, 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 29, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk

**EXHIBIT A**

**Amendment, Assignment, and Assumption Agreement**

## AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF FINANCIAL AGREEMENT

**THIS AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF FINANCIAL AGREEMENT** (this “**Agreement**”), dated May \_\_, 2024 (the “**Effective Date**”) is by and among **WSR I URBAN RENEWAL, LLC** (the “**Assignor**”), a New Jersey Limited Liability Company qualified as an urban renewal entity in accordance with the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1, et seq. (the “**Long Term Tax Exemption Law**”), its successors and assigns forever, **123 WATER URBAN RENEWAL, LLC** (the “**Assignee**”), a New Jersey Limited Liability Company qualified as an urban renewal entity under the Long Term Tax Exemption Law, having an address at 47 Baltusrol Way, Short Hills, New Jersey 07078, its successors and assigns forever, and the **TOWN OF NEWTON** (the “**Town**”; collectively with Assignor and Assignee, the “**Parties**”), a municipal corporation organized and existing under the laws of the State of New Jersey, having an address of 39 Trinity Street, Newton, New Jersey 07860.

**WHEREAS**, the Town and Assignor entered into that certain financial agreement pursuant to the Long Term Tax Exemption Law dated as of April 26, 2021 (the “**Financial Agreement**”), pursuant to which the Town granted an exemption from taxation of certain improvements to be constructed (the “**Retail Project**”) on the property identified on the official tax map of the Town as Block 10.01, Lot 4.02 and commonly known as and located at 121 Water Street, Newton, New Jersey (the “**Retail Project Property**”) in accordance with the provisions of the Long Term Tax Exemption law in consideration of the Assignor paying to the Town an annual service charge for municipal services provided to the Project; and

**WHEREAS**, the Parties have entered into this Agreement in order to, among other things, provide clarification and confirmation as to the Retail Project Property and in furtherance of the assignment of the Financial Agreement from Assignor to Assignee as is permitted by the Financial Agreement; and

**WHEREAS**, Assignor is transferring to Assignee all of its right, title, and interest in and to the Retail Project and the Retail Project Property and Assignor is transferring all of Assignor’s right, title, and interest in and to the Financial Agreement to the Assignee, subject to the terms of this Agreement; and

**WHEREAS**, the Parties wish to amend the Financial Agreement subject to and according with the terms of this Agreement;

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Project Area as is defined within the Financial Agreement is and shall be the Retail Project Property as more particularly described by the metes and bounds description annexed to this Agreement as Exhibit A and as depicted on the survey map annexed to this Agreement as Exhibit B. It is the intent of this Agreement that the legal description documents

annexed to the Financial Agreement as Exhibit A are to be, and shall be and are hereby, removed and replaced in their entirety with the metes and bounds description annexed to this Agreement as Exhibit A and the survey map annexed to this Agreement as Exhibit B.

2. Assignee represents and warrants that it meets all of the preconditions set forth in Section 8.1(a) of the Financial Agreement, specifically that (i) the Assignee is an Urban Renewal Entity (ii) that does not own any other project, (iii) the Assignee is expressly assuming all of the obligations set forth in the Financial Agreement by way of this Agreement, and (iv) sale, transfer, or other conveyance would not otherwise result in the Retail Project Property, and/or the Improvements constructed thereon, being no longer subject to local property taxation in accordance with generally applicable law and the Financial Agreement.

3. Assignor represents and warrants that (i) it is not in default of its obligations under the Financial Agreement or the Long Term Tax Exemption Law, and (ii) provided that the representations and warranties of Assignee as provided in this Agreement are true and correct, assignment of the Financial Agreement is contingent upon the consent and approval of and by the Town to the assignment and form of this Agreement from by Assignor to Assignee, as evidenced by the Town's signature hereto.

4. The Town has determined there has been no default under the Financial Agreement by Assignor and all conditions required by the Financial Agreement have been satisfied by Assignor and Assignee necessary for Assignor to assign the Financial Agreement to Assignee.

5. Pursuant to Section 8.1(a)(iii) of the Financial Agreement, Assignee hereby accepts the assignment of the Financial Agreement as amended by this Agreement and assumes all of the obligations of the Assignor pursuant to the Financial Agreement.

6. Assignor shall indemnify and hold Assignee harmless, from any and all claims arising out of the Financial Agreement prior to the date hereof. Assignee shall indemnify and hold Assignor harmless, from any and all claims arising out of the Financial Agreement from this date forward.

7. The Town hereby approves the assignment of the Financial Agreement as amended by this Agreement by the Assignor to the Assignee.

8. The terms of Town Ordinance No. \_\_\_\_\_ authorizing the execution of this Agreement by the Town and assignment of the Financial Agreement by Assignor to Assignee adopted by the municipal council of the Town on \_\_\_\_\_, 2024, a copy of which is attached hereto as Exhibit C, are made a part of this Agreement as if more fully set forth herein.

9. Except as expressly set forth herein, all terms, covenants, provisions, and conditions of the Financial Agreement are incorporated herein by reference with the same force and effect as if duly set forth herein and shall be binding upon Assignor and Assignee.

11. This Agreement embodies the entire agreement and understanding among the Parties relating to the subject matter hereof.

12. The execution and delivery of this Agreement has been duly authorized by all necessary action of each of the Parties and represents the valid and binding act and obligation of each of them, enforceable against each of them in accordance with its terms. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. None of the terms or provisions hereof may be waived, modified, or amended, except by an instrument in writing executed by the party to be charged therewith.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and it shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each of the Parties.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]**

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

**WSR I URBAN RENEWAL, LLC**  
Assignor

By: \_\_\_\_\_  
Name:  
Title:

**123 WATER URBAN RENEWAL, LLC:**  
Assignee

By: \_\_\_\_\_  
Name:  
Title:

**TOWN OF NEWTON**

By: \_\_\_\_\_  
Name: Thomas S. Russo, Jr.  
Title: Town Manager





## TOWN OF NEWTON

### RESOLUTION #140-2024

May 13, 2024

“Issuance of Estimated 3<sup>rd</sup> Quarter Tax Bills”

**WHEREAS**, N.J.S.A 54:4-66.2 allows for a Governing Body of a Municipality operating on the calendar fiscal year to use an estimated 3<sup>rd</sup> quarter tax bill if it is determined that the Tax Collector will be unable to complete the mailing or delivery of tax bills by June 14<sup>th</sup> provided the estimated and reconciled tax bills shall be mailed by June 30<sup>th</sup> and September 30<sup>th</sup> respectively; and

**WHEREAS**, it is anticipated the Tax Collector will not be in receipt of a certified tax rate in enough time to be able to complete the mailing and delivery of real property tax bills by June 14, 2024 as is required by law; and

**WHEREAS**, the Tax Collector and the Chief Financial Officer have requested the Council provide them with the latitude to submit estimated 3<sup>rd</sup> quarter property tax bills in the event that they do not receive a timely certified tax rate, which would allow the Tax Collector to complete the mailing and delivery of property tax bills by June 30, 2024; and

**WHEREAS**, the Chief Financial Officer, in consultation with the Tax Collector has computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3 and they have both signed a certification showing the tax levy for the previous year, and the range of permitted estimated tax levies; and

**WHEREAS**, in accordance with Chapter 72, P.L. 1994, the Tax Collector requests the Council approve the estimated tax levy of \$28,383,678.00 at a tax rate of \$2.7243; and

**WHEREAS**, the above levy and rate have been calculated on a worksheet that is attached hereto and made a part hereof by reference; and

**WHEREAS**, the above levy amount falls between the mandated estimated range required by N.J.S.A. 54:4-66.3(a)(1) and approval will enable the Town to meet its financial obligations; maintain the tax collection rate; provide uniformity for tax payments; and save the unnecessary cost of interest expenses on borrowing;

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

1. The Tax Collector of the Town of Newton is hereby authorized and directed to prepare and issue estimated tax bills for the Town, for the third installment of 2024.

2. The entire estimated tax levy for 2024 is hereby set at \$28,383,678. The estimated tax rate for 2024 is hereby set at \$2.7243.
3. In accordance with applicable law, the third quarter installment of 2024 taxes (whether estimated or not) shall not be subject to interest until the later of August 10<sup>th</sup> or the twenty-fifth calendar day after the date the estimated bills were mailed.

**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, May 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk

**TOWN OF NEWTON  
CALCULATION OF THE 2024 ESTIMATED TAX RATE**

**2023 TAX LEVY & TAX RATE**

**2024 ESTIMATED RANGE FOR LEVY**

	<u>LEVY</u>	<u>TAX RATE</u>		<u>95%</u>	<u>105%</u>
Local	9,535,046.00	1.562	Local	9,058,293.70	10,011,798.30
School	13,724,107.00	2.248	School	13,037,901.65	14,410,312.35
County and Open Space	4,171,605.00	0.683	County and Open Space	3,963,024.75	4,380,185.25
<b>Totals</b>	<b>27,430,758.00</b>	<b>4.493</b>		<b>26,059,220.10</b>	<b>28,802,295.90</b>

**2024 ESTIMATED TAX RATE**

2024 Ratable Total: 1,041,882,244.00

**Amount to be raised by Taxation:**

**Tax Rate:**

Local	9,593,181.00	0.9208	(Approved Budget)
School	14,410,312.00	1.3831	(2024 Estimated School Levy)
County and Open Space	4,380,185.00	0.4204	(2024 Estimated County Levy)
<b>Totals</b>	<b>28,383,678.00</b>	<b>2.7243</b>	

PREPARED AND  
CERTIFIED BY:

  
Chief Financial Officer

  
Tax Collector



## TOWN OF NEWTON

### RESOLUTION #141-2024

May 13, 2024

### “Resolution Authorizing Payment #2 for the Drainage Improvements Contract at Memory Park”

**WHEREAS**, the Town of Newton was in need of certain drainage improvements at Memory Park and advertised for bids for the project in June of 2023. The bid was awarded by Resolution #190-2023 to Paving Materials and Contracting, LLC “PMC” in the amount of \$742,743.00; and

**WHEREAS**, the Town of Newton has received a request for Payment #2, dated May 3, 2024, from Paving Materials and Contracting, LLC (“PMC”), requesting payment in the amount of Three Hundred Sixty-Six Thousand Four Hundred Seven Dollars and Twenty-Five Cents (\$366,407.25), which reflects withholding two percent (2%) retainage from the total value completed to date; and

**WHEREAS**, the Town Engineer on this Project, Suburban Consulting Engineers, Inc., has completed a Payment Recommendation dated May 3, 2024, and hereby recommends Payment #2 to Paving Materials and Contracting, LLC, in the amount of Three Hundred Sixty-Six Thousand Four Hundred Seven Dollars and Twenty-Five Cents (\$366,407.25), subject to PMC providing original Payment Request documentation to the Town Engineer's satisfaction;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Town hereby authorizes Payment #2 to the contract with Paving Materials and Contracting, LLC in the amount of Three Hundred Sixty-Six Thousand Four Hundred Seven Dollars and Twenty-Five Cents (\$366,407.25), which reflects withholding two percent (2%) retainage from the total value completed to date; and

**BE IT FURTHER RESOLVED**, that the Town of Newton shall not release said Payment #2 until such time that PMC provides the original Payment Request documentation to the Town Engineer's satisfaction; 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 on this Project, and to Paving Materials and Contracting, LLC.

### 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, May 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #142-2024

May 13, 2024

### **"Authorizing Change Order No. 2 for Drainage Improvements Contract at Memory Park"**

**WHEREAS**, a need existed for the bidding of a project known as "Drainage Improvements at Babe Ruth Field at Memory Park" within the Town of Newton; and

**WHEREAS**, the Town of Newton advertised and received bids in a fair and open manner on June 21, 2023, and Paving Materials Contracting, LLC was determined to be the lowest responsible bidder with a bid of \$742,743.00; and

**WHEREAS**, on June 26, 2023, the project was awarded to Paving Materials Contracting, LLC by Resolution #190-2023; and

**WHEREAS**, on December 11, 2023, Change Order No. 1 was approved through Resolution #283-2023, extending the completion time of the contract; and

**WHEREAS**, the Town of Newton has received a request for Change Order No. 2, dated May 6, 2024, from Paving Materials and Contracting, LLC, identifying unforeseen conditions at the time of bid award, necessitating a change order in the amount of \$65,930.24; and

**WHEREAS**, the Town Engineer on this Project, Suburban Consulting Engineers, Inc., recommends accepting the proposed Change Order No. 2, which will result in a change order increase of 8.88% for a total contract amount of \$808,673.24; and

**WHEREAS**, the aggregate amount of change orders is less than 20% in accordance with N.J.A.C. 5:30-11.8;

**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 issuance of Change Order No. 2 to the contract with Paving Materials and Contracting, LLC for an increase of 8.88% (\$65,930.24) for a total contract amount of \$808,673.24.

### **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, May 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #143-2024

May 13, 2024

### “Resolution Authorizing the Application to the NJ Clean Energy Program Community Energy Planning Grant Program”

**WHEREAS**, a sustainable community seeks to ensure its environmental, economic, and social objectives are balanced and mutually supportive; and

**WHEREAS**, the Town of Newton strives to assure clean land, air, and water for current and future generations; and

**WHEREAS**, New Jersey's Energy Master Plan: Pathway to 2050 (“EMP”) established community-level action is necessary to achieve the State's goal of 100% clean energy by 2050; and

**WHEREAS**, the New Jersey Board of Public Utilities has created a Community Energy Plan Grant program for municipalities to develop a community energy plan to meet the goals of the state's Energy Master Plan; and

**WHEREAS**, the Town of Newton is invested in developing a Community Energy Plan to help the State achieve the goal of 100% clean energy by 2050; and

**WHEREAS**, the Community Energy Plan Grant program will help the Town of Newton to plan for and invest in renewable energy and to work towards a better environment for all residents by using the State's Energy Master Plan (EMP) as a guide to develop sustainable strategies that increase clean energy production, reduce energy use, and cut emissions;

**NOW, THEREFORE BE IT RESOLVED**, the Mayor and Council of the Town of Newton has determined the Town of Newton should apply for the aforementioned Community Energy Planning Grant program; and

**BE IT FURTHER RESOLVED**, the Town of Newton will commit to providing staff support for the duration of the Community Energy Planning process, including for gathering of relevant data and for convening at least one public meeting; and

**BE IT FURTHER RESOLVED**, that the Mayor and Council of the Town of Newton, County of Sussex, State of New Jersey, authorizes the submission of the aforementioned application to the NJBPU Community Energy Planning Grant program.

### 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, May 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #144-2024

May 13, 2024

**“Resolution to Reject all Submittals for the Bid for Cleaning of the Morris Lake WTP Clearwell and High Street Water Storage Tank”**

**WHEREAS**, the Town of Newton publicly advertised in a fair and open manner consistent with N.J.S.A. 19:44A-20.4 *et seq.* for bids for Cleaning of the Morris Lake WTP Clearwell and High Street Storage Tank; and

**WHEREAS**, the Town received bids in a public opening on April 30, 2024, at 11:00 AM; and

**WHEREAS**, upon examination by the review committee it became apparent that certain aspects of the technical specifications required substantial revision; and

**WHEREAS**, the Local Public Contracts Law at N.J.S.A. 40A:11-13.2(d) allows for the rejection of submittals due to the need for substantial revisions to the specifications; and

**WHEREAS**, it is the recommendation of the review committee to reject all submittals, substantially revise the specifications, and conduct a new public procurement;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, that it has determined all bids submitted in response to Bid for Cleaning of the Morris Lake WTP Clearwell and High Street Storage Tank are hereby rejected in accordance with N.J.S.A. 40A:11-13.2(d);

**BE IT FURTHER RESOLVED** that upon revision of specifications, the Newton Town Manager, Qualified Purchasing Agent, and Consulting Engineer are authorized to commence the procurement of Cleaning of the Morris Lake WTP Clearwell and High Street Storage Tank in accordance with the New Jersey Local Public Contracts Law at 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, May 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #145-2024

May 13, 2024

### **"Resolution Calling for the Modernization of the Open Public Records Act (OPRA) and the Swift Passage of S-2930/A-4045"**

**WHEREAS**, in the 2002 "lame duck" session the Open Public Records Act (OPRA) was approved to make government records, "readily accessible for inspection, copying, or examination by the citizens of this State, with certain exceptions, for the protection of the public interest" while protecting "a citizen's right to a reasonable expectation of privacy"; and

**WHEREAS**, as local leaders we reaffirm our support and commitment to open and transparent government and public access to records, at the same time, we strongly support necessary reforms; and

**WHEREAS**, in the twenty years since the enactment of OPRA and with the advent of new technologies, we have witnessed unintended consequences and, in some cases, abuses of OPRA that place an unfair burden on local governments and taxpayers; and

**WHEREAS**, municipal staff and budgets are increasingly utilized to accommodate the requestors and commercial entities who inundate municipalities with public records requests to the extent that in some instances, additional personnel are hired primarily to handle such requests; and

**WHEREAS**, OPRA has become broadly construed in favor of access and the requestor who prevails in any proceeding in appealing a denial of access of records is permitted to collect exorbitant attorney's fees, which impacts the taxpayers and municipalities who must pay these fees; and

**WHEREAS**, municipalities have seen outside businesses and interests who abuse OPRA for marketing and commercial gains while utilizing municipal employees paid by the taxpayers for this benefit; and

**WHEREAS**, due to court decisions over the years, reasonable expectations of privacy have been diminished when it comes to the balance of transparency and OPRA perpetuates for-profit data-mining, unsolicited marketing, and uncontrolled publications of records on internet search engines specifically designed to circumvent and bypass what few protective measures currently exist under OPRA, all while allowing the requestor to remain cloaked in anonymity, should they choose to exercise that option; and

**WHEREAS**, when commercial entities are constantly emailing OPRA requests looking for the latest lists of dogs licensed that month, inground pool permits issued, solar roof permits issued, etc., it causes our residents to not want to license their dogs, comply with permits, or interact with the municipality because they don't want to lose their privacy and/or have their information tracked and monetized for commercial purposes; and

**WHEREAS**, reforms to modernize OPRA are long overdue, among them: the need to address requests by commercial entities that utilize public records and the services of local government employees to generate profits, mandatory prevailing attorney fees, which created a cottage industry, and to add language so that such fees are based on facts and circumstances and not an automatic granting; and

**WHEREAS**, Senators Sarlo and Bucco and Assemblyman Danielsen and Assemblywoman Flynn have introduced S-2930/A-4045, which makes commonsense reforms that do not hinder residents or journalists from using OPRA to access public records, but will protect citizens' personal information from disclosure, addresses the burdensome commercial requests, and provide discretion when awarding prevailing attorney fees;

**NOW, THEREFORE BE IT RESOLVED**, the Governing Body of the Town of Newton, in the County of Sussex, State of New Jersey respectfully requests the adoption of much-needed reforms to modernize and strengthen the legislative intent of the Open Public Records Act (OPRA) and urges the swift passage of S-2930/A-4045; and

**BE IT FURTHER RESOLVED**, as local leaders, we reaffirm our support and commitment to open and transparent government and public access to records but at the same time, we strongly support necessary reforms; and

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to Senate President Scutari, Assembly Speaker Coughlin, Honorable State Senator Parker Space, Honorable Assemblywoman Dawn Fantasia, Honorable Assemblyman Michael Inganamort, Governor Philip D. Murphy, and the New Jersey State League of Municipalities.

#### **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, May 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #146-2024

May 13, 2024

**“Approval of the Execution of a Shared Services Agreement with Fredon Township to Provide Animal Control Services From June 1, 2024 Through December 31, 2024”**

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

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

**WHEREAS**, the parties desire to enter into a Shared Services Agreement, a copy of which is attached, which sets forth the terms and conditions of the shared animal control services for the period commencing June 1, 2024 through and including December 31, 2024; and

**WHEREAS**, these types of shared services are just what the State of New Jersey envisioned when it seeks to encourage same through the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Mayor and Town Clerk are hereby authorized, on behalf of the Town of Newton, to execute a Shared Services Agreement with the Township of Fredon to provide animal control services to Fredon for the Period of June 1, 2024 through December 31, 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, May 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk

**SHARED SERVICES AGREEMENT-ANIMAL CONTROL SERVICES  
BY AND BETWEEN** the Town of Newton, a body politic, with offices located at  
39 Trinity Street, Newton, NJ 07860;

**AND** the Township of Fredon, a body politic, with offices located at 443 Route 94,  
Fredon, NJ 07860.

WITNESSETH:

The Town of Newton (hereinafter referred to as “NEWTON”) and the Township of  
Fredon (hereinafter referred to as “FREDON”) (collectively referred to as the  
“Parties”) have agreed this 24th day of April, 2024 that the citizens of their  
respective communities can be better served, at a reduced expenditure of scarce  
tax dollars, by arranging for the joint provision of certain governmental animal  
control services, as permitted by N.J.S.A. 40A:65-1 et seq

IT IS THEREFORE AGREED AS FOLLOWS:

**TERM OF AGREEMENT**

The term of this Agreement shall commence as of June 1, 2024 and continue until  
December 31, 2024, unless terminated sooner pursuant to Section Eight (8) below.  
The Parties may agree, in writing, to renew this Agreement at the expiration of its  
initial term. The terms of the Agreement may be renegotiated for the renewal term  
in accordance with the law. Notice of intent to renew must be provided no later  
than three (1) calendar month prior to the expiration of the initial term of this  
Agreement.

In the event this Agreement expires without an Agreement to renew or a new  
Agreement is not negotiated and agreed upon by the parties, NEWTON shall  
provide FREDON, if requested, with Animal Control Services for an additional  
period of thirty (30) calendar days and FREDON shall pay for those services  
under the terms of this Agreement.

SCOPE OF SERVICES

**DESIGNATED AS GENERAL AGENT**

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

RESPONSIBILITY

At all times, NEWTON shall maintain responsibility for all personnel providing  
services covered under the Agreement and shall have authority to regulate the  
overall departmental performance. The oversight and performance of all  
personnel shall reside with NEWTON. Any animal apprehended during an

emergency, in which the owner has not been identified, will be transported to a veterinarian facility of FREDON'S choice and any applicable fees including but not limited to impoundment, trap-neuter-release, veterinarian bills, medical care bills and euthanasia, shall be borne by the municipality in which the animal was apprehended. The Newton Town Manager or his designee shall handle any public complaints involving the performance of the Animal Control Officer (hereinafter referred to as "ACO") and any and all support staff. If either respective municipality is dissatisfied with the performance of the department, a mutual Agreement as to appropriate "action" will be determined. See also Appendix A attached.

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

### **SUPERVISION AND DIRECTION OF STAFF**

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

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

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

### **DESIGNATION AS OFFICIALS**

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

### **Assignment/Delegation of Duties Prohibited**

NEWTON shall not assign, transfer, convey, subcontract, or delegate any of the duties and responsibilities of the ACO to any other person, company, or corporation, without the prior written consent and approval of the Fredon Township Committee.

## ACTIVITIES

### **ANIMAL SHELTER FACILITIES**

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

### **SERVICES TO BE PERFORMED**

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

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

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

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

Investigation and supervision of quarantine cases resulting from animal/human or animal/animal bite occurrences. Appropriate quarantine reports shall be completed by the ACO and delivered to the Sussex County Division of Health upon the completion of the quarantine period. Should the ACO deem it necessary to quarantine said dog or cat off the premises of the owner, said owner shall be solely responsible for such care and maintenance costs as may be prescribed by law. In those cases where the ACO shall deem it necessary to send specimens to Trenton for rabies examination, the ACO shall provide for the preparation and transport of same. Any costs incurred for this procedure shall be the responsibility of FREDON.

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

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

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

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

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

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

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

ACO to provide monthly reports and report/phone call log summary in writing to the Fredon Township Committee either via email to [clerk@fredonnj.gov](mailto:clerk@fredonnj.gov) or send copies via USPS.

ACO shall provide FREDON with copies of all incident reports, including those involving animals at large, captured animals, animal attacks, dog bites, injured animals, animal cruelty, and public complaints, on a monthly basis.

**PLACE OF OPERATION**

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

**INSURANCE**

NEWTON shall provide FREDON with a valid Certificate of Insurance as proof that the insurance policy required by the Agreement are in full force and effect, together with a copy the policy endorsement as proof that FREDON has been so named as an additional insured.”

**ENFORCEMENT ACTIONS**

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

**FUNDING**

**COMPENSATION PAYABLE BY FREDON TOWNSHIP**

In consideration of this service, FREDON shall pay to NEWTON Four Thousand Nine Hundred and Forty- Eight Dollars (\$4,958) for the contract term specified herein.

**QUARTERLY PAYMENTS BY FREDON TO NEWTON**

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

For the period of June 1, 2024, through December 31, 2024, NEWTON will receive one (1) monthly payment and two (2) quarterly payments from FREDON for the periods in question:

- June 1, 2024 - \$708.29 (for the month of June 2024)
- July 1, 2024 - \$2,124.86
- October 1, 2024 - \$2,124.86

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

Failure by FREDON to pay its quarterly contribution by the twentieth (20<sup>th</sup>) calendar day of the following month gives NEWTON the right to impose a five percent (5%) late penalty for that payment, as well as interest on the payment to accrue at the rate of five percent (5%) per annum.

#### GENERAL COOPERATION AND INTENT

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

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

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

#### RIDER:

In addition to the terms and conditions set forth in the Agreement, NEWTON shall comply with the following, which shall be incorporated into the Agreement and made a material part thereof:

#### Compliance with ACO Legal Requirements

- Satisfy all statutory requirements, rules, and regulations governing animal control and ACOs, including but not limited to applicable provisions of N.J.S.A. 4:19-15.1 to -15.33, N.J.S.A. 4:19-17 to -37, N.J.S.A. 26:4-78 to -95, N.J.A.C. 8:23A-2.1 to -2.8, and Municipal Animal Control in New Jersey, Best Practices (March 2018)
- Comply with applicable rabies control procedures and quarantine measures.
- Comply with Chapter 126 of the Township Code, entitled "Animals" as same may be amended from time to time.

- Provide the Municipal Clerk with a copy of current and valid ACO Certificate(s) issued by the New Jersey Department of Health and immediately advise the Township as to any changes regarding eligibility to serve as an ACO in the State of New Jersey.
- Complete any additional education, training, and professional development required by the State of New Jersey and Sussex County Health Department for maintaining current certification as an ACO.

#### TERMINATION EVENTS

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

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

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

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

#### INDEMNIFICATION

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

#### INSURANCE

During the term of this Agreement, NEWTON will keep in force, at its expense: (i) public liability insurance including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000.00 on account

of bodily injuries or death of one person and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; (ii) property damage insurance for loss or damage of \$100,000.00; and, (iii) automobile liability, bodily injury and property damage: combined single limit of \$1,000,000.00. FREDON shall also provide the same types of coverage above for the duration of this Agreement and a Certificate of Insurance within ten (10) calendar days of FREDON'S approval of this Agreement naming NEWTON as an additional insured. NEWTON will cause FREDON to be named as an additional insured on all of the above policies on a primary, non- contributory basis.

#### ADMINISTRATIVE AND LEGAL SUPERVISION

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

#### CHOICE OF LAW AND DISPUTE RESOLUTION

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

#### OTHER CONTRACTS

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

#### CONFORMITY OF LOCAL ORDINANCES WITH THIS AGREEMENT

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

#### ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Parties and may not be supplemented, amended, or revised unless in writing and signed by the Parties to the original agreement.

**SEVERABILITY**

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

**WAIVER**

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant, or condition at any other time; nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

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

ATTEST: TOWNSHIP OF FREDON

  
\_\_\_\_\_  
Suzanne Boland, RMC  
Municipal Clerk

  
\_\_\_\_\_  
Glenn Deitz, Mayor

ATTEST: TOWN OF NEWTON

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

\_\_\_\_\_  
John-Paul E. Couce, Mayor



## TOWN OF NEWTON

### RESOLUTION #147-2024

May 13, 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, May 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 05/13/2024 For bills from 04/23/2024 to 05/10/2024

Check#	Vendor	Description	Payment	Check Total
10629	84 - ABCODE SECURITY INC.	PO 65565 ALARM SERVICES/Rpr/Service Call/ Test al	100.00	100.00
10630	2799 - AFLAC	PO 65659 Apr 2024 - Vol Ben - Disability, Hospita	2,519.84	2,519.84
10631	2141 - AIRMATIC COMPRESSOR SYSTEMS, INC.	PO 65568 Svc Contract Morris Lk 10/18/2022 - 9/3	6,092.56	6,092.56
10632	3753 - ALCOCK KATHERINE	PO 65676 Mileage - Federal Aid Responsible Charge	79.06	79.06
10633	3897 - AMAZON CAPITAL SERVICES	PO 65607 Bluetooth Radio Microphone, Replacement	969.83	
		PO 65648 New Equipment for POOL	471.95	1,441.78
10634	3869 - AMERICAN FIDELITY ASSURANCE	PO 65657 April 2024 - Vol Benefits - LTD, Critica	669.80	669.80
10635	3868 - AMERICAN FIDELITY ASSURANCE COMPANY	PO 65658 FSA - Voluntary - Apr 2024	683.32	683.32
10636	4026 - AUTOZONE INC.	PO 65569 Vehicle Gasket cust #11108160	29.68	29.68
10637	3251 - BADGER METER, INC.	PO 65232 B: Agreement Beacon Mobile Hosting/ Wate	664.32	664.32
10638	3087 - BASSANI POWER EQUIPMENT	PO 65570 Mower Rprs/Parks maint	549.77	549.77
10639	3905 - BLUE DIAMOND DISPOSAL INC.	PO 65675 Bulk Pickup 5/4/2024 CUST #20418 \$695/	9,174.00	9,174.00
10640	4810 - BOONTON TIRE & AUTO REPAIR	PO 64971 B: PD VEHICLE REPAIR	723.00	
		PO 64971 B: PD VEHICLE REPAIR	102.45	
		PO 64971 B: PD VEHICLE REPAIR	125.64	951.09
10641	3355 - BRAEN STONE SPARTA	PO 65386 Pipe Sand /WATER Leak	3,296.33	3,296.33
10642	300 - BRIGHTSPEED	PO 65084 B: ALARM CIRCUITS A/C #309485585 HIGH ST	125.85	125.85
10643	702 - C W A LOCAL 1032	PO 65661 Police Dispatch Dues - APR 2024	321.25	321.25
10644	3015 - CAPITOL SUPPLY CONST PRODUCTS, INC.	PO 64531 WATERMAIN & SANITARY SEWER PIPES & FITTI	65,543.14	65,543.14
10645	1333 - CERBO'S HAMPTON NURSERY INC.	PO 65571 Zelkova/Crabapple Tree - Arbor Day Plant	675.00	675.00
10646	4823 - CHIBARO, ANTHONY	PO 65543 BAND FOR NATIONAL NIGHT OUT - AUG 6TH	500.00	500.00
10647	3770 - CINZAS	PO 65075 B: FIRST AID SUPPLIES DPW/WS/TH Jan - De	344.31	344.31
10648	4147 - CONVERGINT TECHNOLOGIES, LLC.	PO 65509 MAINT SECURITY SYS CUST ID #NEWTON #	17,724.00	17,724.00
10649	155 - COYNE CHEMICAL CORP., INC.	PO 65385 B: CP-837 ZINC @ \$1.8344/lb - Jan 1, 202	3,863.23	
		PO 65392 B: Sodium Bisulfite 38% @ \$.5833/lb - Ja	2,279.88	
		PO 65393 B: Ammonium Sulfate 30% @ \$1.3678/lb - J	1,439.10	7,582.21
10650	4500 - CRYSTAL MOUNTAIN SPRINGS	PO 64938 B: WATER DELV	283.48	283.48
10651	286 - CURRENT ACCOUNT	PO 65528 MOVE TOWN INTEREST TO CURR	3.58	3.58
10652	3389 - CUSTOM BANDAG INC.	PO 65546 Patrol Vehicle Tires	2,439.08	2,439.08
10653	4386 - DECOTIIS, FITZPATRICK, COLE& GIBLIN, LLP	PO 65538 NEWTON 213 LLC January services	3,150.00	
		PO 65592 WATER ST HOLDINGS,LLC March services	2,412.50	5,562.50
10654	768 - DEMPSEY UNIFORM & SUPPLY INC	PO 65269 2024 Uniforms, Paper Products, Mats/ DPW	1,572.65	
		PO 65269 2024 Uniforms, Paper Products, Mats/ DPW	439.17	2,011.82
10655	2386 - DOMINICK'S PIZZA LLC	PO 65597 Dinner - NFD Training Night - 4/29/24	142.70	142.70
10656	106 - ELIZABETHTOWN GAS	PO 64957 B: NATURAL GAS	2,172.78	
		PO 64957 B: NATURAL GAS	1,294.68	3,467.46
10657	4573 - EMERGER PROPERTY MANAGEMENT LLC	PO 65540 VARNISH FOR BUILDING MURAL	5,950.00	
		PO 65548 ELECTRIC, GOOSENECK LIGHTS, LIFT RENTAL,	13,500.00	19,450.00
10658	4774 - FABERS GARAGE LLC	PO 65587 Vehicle Repairs/ Truck #12	2,836.05	2,836.05
10659	225 - FEDERAL EXPRESS	PO 64982 B: EXPRESS MAILINGS acct #1344-0525-2	46.85	46.85
10660	1707 - FINKLE, DANIEL	PO 65524 Reimburse Annual Esri ArcGIS Geospatial	100.00	
		PO 65606 Reimburse Hotel Lodging NJEPA Training C	167.44	267.44
10661	4635 - FRANKLIN SUSSEX AUTO MALL, INC.	PO 65573 Truck Vough/ Recalls and Service CUST #3	212.52	212.52
10662	3318 - FREDON ANIMAL HOSPITAL	PO 65078 B: VETERINARY SERVICES	133.00	
		PO 65078 B: VETERINARY SERVICES	38.00	171.00
10663	4724 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 64958 B: ADVERTISING ACCT #704136	18.29	
		PO 64958 B: ADVERTISING ACCT #704136	216.75	
		PO 64958 B: ADVERTISING ACCT #704136	53.69	288.73
10664	200 - GARDEN STATE LABORATORIES INC	PO 65518 WASTE & DRINKING WATER ANALYSIS March 20	4,440.00	4,440.00
10665	4398 - GLOBAL RECYCLING SOLUTIONS LLC	PO 65080 B: Recycling Collection: Jan to Dec 2024	762.94	762.94
10666	789 - GNCC	PO 65583 ANNUAL MEMBERSHIP	195.00	195.00
10667	2660 - GRASS ROOTS, INC.	PO 65581 Seed for parks/ maintenance	7,840.00	7,840.00
10668	70 - HACH COMPANY	PO 65574 Portable Turbidimeter	2,033.00	2,033.00
10669	232 - HAMBURG PLUMBING SUPPLY CO INC	PO 65519 4" Full Face Gasket	43.32	
		PO 65672 Gate Valves/ Sewer Saddle	1,271.75	1,315.07
10670	230 - HAYEK'S MARKET INC.	PO 65680 FRUIT BASKET	100.00	100.00
10671	4337 - HFE SERVICES LLC	PO 65001 B: COMPUTER TECH IT SVC'S (NOT TO EXC	787.77	
		PO 65001 B: COMPUTER TECH IT SVC'S (NOT TO EXC	424.19	
		PO 65547 LAPTOP NEW CFO	1,182.00	
		PO 65582 Annual Microsoft 365 Subscriptions OEM F	300.00	2,693.96
10672	3876 - HOLLAND COMPANY, INC.	PO 65054 B: EPIC 2400 (\$149,000 @ \$5.71/Gal) Jan	11,482.81	11,482.81

## List of Bills - CLEARING/CLAIMS

Meeting Date: 05/13/2024 For bills from 04/23/2024 to 05/10/2024

Check#	Vendor	Description	Payment	Check Total
10673	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 65533 January services	300.00	
		PO 65542 4 GRACE AVE,LLC B15.01 L17 March service	225.00	525.00
10674	113 - JCP&L	PO 64955 B: ELECTRIC	477.75	
		PO 65138 B: EV CHARGING STATION	425.97	903.72
10675	3067 - JERSEY SHIRTS & DESIGNS	PO 65499 Promotional Items - Embroidered Jackets	91.00	
		PO 65499 Promotional Items - Embroidered Jackets	49.00	140.00
10676	3772 - JK HVAC SERVICE, LLC.	PO 65566 Repairs to Townhall/ Police/ WWTP/ WTP	4,413.09	
		PO 65566 Repairs to Townhall/ Police/ WWTP/ WTP	2,989.17	7,402.26
10677	2569 - KIEFFER ELECTRIC, INC.	PO 65575 WTP/ Rpr light fixrures	1,123.17	1,123.17
10678	4779 - KNOX ASSOCIATES INC	PO 64832 KEY LOCKER QUOTE #51167	3,874.97	3,874.97
10679	2278 - LANGUAGE LINE SERVICES, INC.	PO 64970 B: TRANSLATION SERVICES Acct #9020910058	164.90	164.90
10680	4040 - LOEFFELS WASTE OIL SERVICE LLC	PO 65567 WASTE OIL REMOVAL	672.50	672.50
10681	2300 - LOWE'S , INC.	PO 65668 Supplies for Building Main/ DPW	65.49	65.49
10682	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 65286 B: Liq Sodium Hydroxide (\$23,540. @ \$4.2	2,354.00	
		PO 65287 B: Liq Sodium Hypochlorite (\$29,250 @ \$3	6,708.00	9,062.00
10683	4824 - MEISINGER, DONALD	PO 65551 REIMBURSEMENT FOR RECERTIFICATION	55.00	55.00
10684	4381 - MID-AMERICAN ELEVATOR CO., INC.	PO 65098 B: ELEVATOR MAINT (TH & POLICE) Jan - De	510.00	510.00
10685	4531 - MILLENNIUM STRATEGIES LLC	PO 65355 2024 Grant - US Congress - Community Pro	2,500.00	2,500.00
10686	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 65669 Gloves/MechSpls/EquipMain	248.29	
		PO 65669 Gloves/MechSpls/EquipMain	106.99	355.28
10687	4284 - NEWTON AUTO BODY & RESTORATION,LLC	PO 64893 PD CAR 3601 REPAIR	2,550.35	2,550.35
10688	700 - NEWTON PATROLMANS ASSOCIATION	PO 65662 PBA DUES - Apr 2024	840.00	840.00
10689	3979 - NEWTON PIZZA	PO 65580 Pizza - Bring Child to Work Day	73.83	73.83
10690	1745 - NEWTON SUPERIOR OFFICERS	PO 65663 SOA DUES - APR 2024	420.00	420.00
10691	213 - NEWTON VETERINARY HOSPITAL	PO 65586 EMERGENCY VETERINARY FEE	405.50	405.50
10692	2835 - NJMEBF	PO 65654 MEDICAL/DENTAL - APR 2024	27,925.52	
		PO 65654 MEDICAL/DENTAL - APR 2024	31,400.00	
		PO 65654 MEDICAL/DENTAL - APR 2024	158,136.48	217,462.00
10693	4681 - NORTHEAST COMMUNICAITONS INC.	PO 65170 PD VEHICLE UPFITTING Quote #5136	9,489.16	
		PO 65171 PD VEHICLE UPFITTING Quote #5782G	12,833.17	22,322.33
10694	4350 - NW FINANCIAL GROUP LLC	PO 65644 ARMORY RESEARCH	1,012.50	1,012.50
10695	2882 - ONE CALL CONCEPTS, INC.	PO 64960 B: ONE CALL MESSAGES	241.66	241.66
10696	4383 - OPTIMUM	PO 64956 B: DIGITAL CONVERTERS & DTA'S	74.00	74.00
10697	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 64947 B: SLUDGE DISPOSAL A/C #12701 (\$102	12,496.50	12,496.50
10698	4711 - PAVING MATERIALS & CONTRACTING LLC	PO 63882 BABE RUTH FIELD DRAINAGE IMPROVEMENTS	366,407.25	366,407.25
10699	64 - PELLOW, HAROLD & ASSO, INC.	PO 63193 B: WATER ENGINEER (not to exceed \$47,000	200.00	
		PO 63956 Water Study - Flooding issues in Nelson	1,338.13	
		PO 64047 Fire House 1 Project	345.00	
		PO 64047 Fire House 1 Project	284.00	
		PO 64987 B: WATER ENGINEER (not to exceed \$55,000	3,051.63	5,218.76
10700	64 - PELLOW, HAROLD & ASSO, INC.	PO 65030 CR 519 SIDEWALKS	12,228.63	
		PO 65530 WATER ST HOLDINGS,LLC REDEVFebruary serv	106.50	
		PO 65531 QUANTUM REALM,PUNC EQ February services	639.90	
		PO 65532 4 GRACE AVE,LLC February services	71.00	
		PO 65537 TULIP HOMES,LLC February services	959.50	
		PO 65589 4 GRACE AVE,LLC March services	461.50	14,466.13
10701	64 - PELLOW, HAROLD & ASSO, INC.	PO 65590 Convent Capital March services	284.00	
		PO 65593 WATER ST HOLDINGS,LLC March services	71.00	
		PO 65594 March services	302.50	
		PO 65595 March services	426.00	
		PO 65596 ENGINEERING -MAR	923.00	
		PO 65596 ENGINEERING -MAR	2,673.51	
		PO 65596 ENGINEERING -MAR	992.50	5,672.51
10702	64 - PELLOW, HAROLD & ASSO, INC.	PO 65604 PLANNING BOARD -MAR	71.00	71.00
10703	4204 - PLANET NETWORKS INC.	PO 64951 B: PHONE SYSTEM HOSTING/INTERNET/LICENSE	4,917.30	4,917.30
10704	4204 - PLANET NETWORKS INC.	PO 65049 B: Internet Access: Jan - Dec 2024- DPW	399.90	399.90
10705	4204 - PLANET NETWORKS INC.	PO 65050 B: Internet Access: Jan - Dec 2024- Wate	609.90	609.90
10706	4204 - PLANET NETWORKS INC.	PO 65051 B: Internet Access: Jan - Dec 2024 Summi	99.95	99.95
10707	4204 - PLANET NETWORKS INC.	PO 65052 B: Internet Access: Jan - Dec 2024 South	599.70	599.70
10708	4204 - PLANET NETWORKS INC.	PO 65469 Security Cameras/ License Plate Reader/	4,289.00	4,289.00
10709	4204 - PLANET NETWORKS INC.	PO 65564 One year annual webhosting services for	180.00	180.00
10710	4273 - QUADIENT INC.	PO 65039 B: POSTAGE MACH LEASE CUST #89936	486.00	486.00

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 05/13/2024 For bills from 04/23/2024 to 05/10/2024

Check#	Vendor	Description	Payment	Check Total
10711	39 - QUILL CORPORATION	PO 64973 B: NPD OFFICE SUPPLIES	193.99	193.99
10712	251 - R.S. PHILLIPS STEEL LLC	PO 65670 Repair Park Gate	362.78	362.78
10713	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 64945 B: GAS ACCT #40382, Contract until 10/	6,950.57	6,950.57
10714	4425 - Reliance Standard Life Insurance Co	PO 65656 FIRE ACC/LIFE INS - Apr & May 2024	347.30	347.30
10715	4541 - REVCORD	PO 65683 PD RECORDING EQ MAINT	6,065.00	6,065.00
10716	2902 - ROBERTS, JANIEN	PO 65641 MILEAGE ANNUAL SPRING CONFRENCE	50.92	50.92
10717	4199 - RUTGERS LIFELONG LEARNING CENTER	PO 65423 Public Works Conference May 8-9, 2024	962.00	962.00
10718	61 - S K OFFICE SUPPLY INC.	PO 65007 B: SHREDDING	240.00	240.00
10719	3660 - SCHENCK, PRICE, SMITH, & KING, LLP	PO 65032 B: TAX APPEAL ATTORNEY (\$160/HR NOT TO	21.00	21.00
10720	3973 - Schlosser, Theresa	PO 65005 BANKING STIPEND 2024	175.00	175.00
10721	126 - SCMUA	PO 64977 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	1,493.72	
		PO 64977 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	341.25	1,834.97
10722	4818 - SCOTT PAUL	PO 65446 REFUND ESCROW BALANCE	2,953.50	2,953.50
10723	611 - SEBRING AUTO PARTS, INC.	PO 65280 B: Auto Spls/Rprs	34.33	
		PO 65280 B: Auto Spls/Rprs	605.86	640.19
10724	3756 - SHACKLETON, JACKI	PO 65006 BANKING STIPEND 2024	175.00	175.00
10725	3134 - SHOP RITE, INC.	PO 65552 Bring Child to Work Day / NFD Training	154.28	154.28
10726	2402 - SKYLANDS AREA FIRE EQUIP & TRAINING	PO 65647 GENTOR HARNESS CLASS II	278.00	278.00
10727	4260 - SKYLANDS STADIUM	PO 65602 Team Building Event/Annual Employee BBQ	1,125.00	
		PO 65602 Team Building Event/Annual Employee BBQ	1,125.00	2,250.00
10728	3117 - SOME'S WORLD WIDE UNIFORMS, INC.	PO 65585 PD UNIFORM SHIRT REPLACEMENT	84.50	84.50
10729	2257 - STAPLES	PO 65502 TONER FINANCE	78.75	
		PO 65502 TONER FINANCE	146.25	
		PO 65525 Printer Toner	119.59	
		PO 65525 Printer Toner	64.40	408.99
10730	1982 - State of NJ, DCA ELSA	PO 65577 2024 ELEVATOR INSPECTION #1915-00118-001	258.00	258.00
10731	1212 - STATEWIDE INSURANCE FUND	PO 65599 Statewide 3 of 4 Installments	52,171.87	
		PO 65599 Statewide 3 of 4 Installments	96,890.63	149,062.50
10732	2056 - SUBURBAN PROPANE, LP.	PO 65563 PROPANE ACCT #2232-139164	2,979.04	2,979.04
10733	102 - SUSSEX CAR WASH INC	PO 64995 B: CAR WASHES	280.00	280.00
10734	2561 - SUSSEX COUNTY CHAMBER OF COMMERCE	PO 65549 2/21/2024 Annual Dinner -2 attendees ac	220.00	220.00
10735	3603 - SUSSEX COUNTY COMMUNITY COLLEGE	PO 65650 FIRE TRAINING	1,600.00	1,600.00
10736	2310 - SUSSEX COUNTY ENGINEERING DIVISION	PO 65572 Parking Lot Signs/ Police Lot	31.26	
		PO 65579 ACO SIGNAGE	15.63	
		PO 65671 ACO Signs/ Animal Hours/ Children at Pla	275.05	321.94
10737	130 - SUSSEX COUNTY P & H, INC.	PO 65100 B: PLUMBING SUPPLIES	119.05	119.05
10738	3248 - SWANK MOTION PICTURES	PO 65561 2 - 2024 OUTDOOR MOVIE LICENSE AND RENTA	864.50	
		PO 65561 2 - 2024 OUTDOOR MOVIE LICENSE AND RENTA	465.50	1,330.00
10739	371 - T.A. MOUNTFORD COMPANY, INC.	PO 65488 GROUND FLR ANNUAL COPIER CONTRACT	250.00	250.00
10740	3392 - TAP INTO, LLC	PO 65678 2023 - LOCAL ADVERTISING (July - Decembe	735.00	
		PO 65678 2023 - LOCAL ADVERTISING (July - Decembe	1,365.00	2,100.00
10741	2479 - TAYLOR OIL CO., INC.	PO 64946 B: DIESEL ACCT #01-0062714	5,030.95	5,030.95
10742	4278 - TEXAS LIFE INSURANCE COMPANY	PO 65664 Apr 2024 - Life Insurance	88.45	88.45
10743	676 - THE EQUITABLE	PO 65660 Equitable - Def Comp - Apr 25 & May 9, 2	10,990.00	10,990.00
10744	2675 - TIRE KING, INC.	PO 65673 Tires Water Truck	1,016.00	1,016.00
10745	4508 - TORRES, JUDY A	PO 65550 REIMBURSEMENT FOR RECERTIFICATION	55.00	55.00
10746	2880 - TRACTOR SUPPLY	PO 65026 B: ACO EQUIP	49.99	
		PO 65026 B: ACO EQUIP	27.96	77.95
10747	691 - TRANS WORLD ASSURANCE CO.	PO 65665 TWA - Voluntary Life - APR 2024	400.00	400.00
10748	293 - TREASURER, PETTY CASH FUND	PO 65495 POOL CHANGE FUND	150.00	150.00
10749	1151 - TREASURER, STATE OF NEW JERSEY	PO 65576 WATER ALLOCATION EXCESS DIVERSION 1/1/20	101.41	101.41
10750	2781 - TRIMBOLI & PRUSINOWSKI, LLC.	PO 64943 B: LABOR ATTORNEY (\$170/HR NOT TO EXCE	1,275.00	1,275.00
10751	4767 - TROJAN TECHNOLOGIES CORP	PO 62008 Filtration Rack Repair WTP	3,455.16	
		PO 62329 Control Cabinet - Proposal OPP165862rev1	140,616.32	
		PO 63726 Heat Sensor - WTP	2,878.47	
		PO 63960 CONTROL VALVE REPLACEMENT/ STRAINERS / W	1,014.71	
		PO 65652 Control upgrade/ PALL Control Cabinet	22,828.52	170,793.18
10752	4130 - UNITED FIRE PROTECTION CORP.	PO 65651 Rpr - Trouble Ticket on Main Panel/ WTP	2,786.00	2,786.00
10753	4152 - UNITED SITE SERVICES, INC	PO 64948 B: CHEMICAL WASTE REMOVAL WTP A/C #7473	2,491.65	
		PO 64949 B: SLUDGE REMOVAL STP A/C #74732 (\$1	22,771.40	25,263.05
10754	1469 - UNIVERSAL SUPPLY GROUP INC.	PO 65578 HOT BOX/ Nozzle & Strainer	31.78	31.78
10755	1257 - UNUM LIFE/DISABILITY INSUR	PO 65666 UNUM - Voluntary - LTD - APR 2024	947.31	947.31

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 05/13/2024 For bills from 04/23/2024 to 05/10/2024

Check#	Vendor	Description	Payment	Check Total
10756	2716 - UPSEU LOCAL 424J	PO 65667 DPW - Monthly Dues - APR 2024	798.00	798.00
10757	4617 - VALLEY MEDICAL GROUP	PO 65514 B: RANDOM DRUG TESTING/NJCDDL	311.00	311.00
10758	1158 - VISION SERVICE PLAN	PO 65655 VISION - MAY 2024	1,340.35	1,340.35
10759	2635 - W.B. MASON, INC.	PO 65529 Paper order - 2nd floor copier cust #c1	145.56	
		PO 65605 Office Supplies	482.16	
		PO 65640 Office Supplies for Pool/Rec	422.02	1,049.74
10760	1500 - WALMART	PO 65558 B: Pool Office Supplies	15.74	15.74
10761	477 - WATER & SEWER CAPITAL ACCOUNT	PO 65638 RECLASSIFY [P 63732 & #64053 PSS TO W/S	9,620.63	9,620.63
10762	297 - WATER & SEWER OPERATING ACCT	PO 65600 2021 REF of 2012 WS Asssmt monies due WS	23,334.35	23,334.35
10763	1144 - WEINER LESNIAK	PO 65534 4 GRACE AVE,LLC March services	675.00	
		PO 65541 March services	945.00	
		PO 65591 Convent Capital February services	54.00	1,674.00
10764	4421 - ZOOM VIDEO COMMUNICATIONS,INC	PO 65526 Zoom for Court May 2024-May 2025 Account	149.90	149.90
TOTAL				1,315,751.97

**Summary By Account**

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	5,040.81			
01-201-20-105-200	HUMAN RESOURCE - OTHER EXPENSES	407.20			
01-201-20-110-200	TOWN COUNCIL - OTHER EXPENSES	672.50			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	800.52			
01-201-20-130-200	FINANCE ADMINISTRATION - OTHER EXPENSES	532.64			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	1,296.00			
01-201-20-165-200	ENGINEERING - OTHER EXPENSES	2,155.13			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	107.39			
01-201-21-181-200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	305.00			
01-201-23-210-200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	59,433.93			
01-201-23-215-200	WORKMEN'S COMP INSURANCE - OTHER EXPENSE	37,804.00			
01-201-23-220-300	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	159,476.83			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	601.14			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	23,982.99			
01-201-25-252-200	EMERGENCY MANAGEMENT - OTHER EXPENSES	1,717.27			
01-201-25-255-200	FIRE DEPARTMENT - OTHER EXPENSES	1,878.00			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	2,108.85			
01-201-26-298-200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	518.38			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	2,214.78			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	10,335.21			
01-201-26-313-200	SHADE TREE COMM - OTHER EXPENSES	675.00			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	7,487.03			
01-201-27-331-200	OCCUPATIONAL HEALTH - OTHER EXPENSES	311.00			
01-201-27-340-200	ANIMAL CONTROL - OE	670.08			
01-201-28-371-200	SWIMMING POOL - OTHER EXPENSES	1,059.71			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	8,752.55			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	17,287.22			
01-201-32-465-200	RECYCLING TAX (PL2007 c.311)O/S CAP	41.88			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	632.06			
01-201-44-900-000	CAPITAL IMPROVEMENTS - OTHER EXPENSES	1,182.00			
01-203-20-100-200	(2023) TOWN MANAGER'S OFFICE - OTHER EXPENSES		1,365.00		
01-203-20-165-200	(2023) ENGINEERING - OTHER EXPENSES		1,338.13		
01-203-25-240-200	(2023) POLICE DEPARTMENT - OTHER EXPENSES		3,874.97		
01-203-26-290-200	(2023) ROAD REPAIR & MAINT - OTHER EXPENSES		4,289.00		
01-203-26-315-200	(2023) VEHICLE MAINTENANCE - OTHER EXPENSES		2,550.35		
01-260-05-100	DUE TO CLEARING			0.00	362,904.55
<b>TOTALS FOR</b>	<b>CURRENT FUND</b>	<b>349,487.10</b>	<b>13,417.45</b>	<b>0.00</b>	<b>362,904.55</b>

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			19,450.00	
02-260-05-100	Due to Clearing			0.00	19,450.00
<b>TOTALS FOR</b>	<b>STATE AND FEDERAL GRANTS</b>	<b>0.00</b>	<b>0.00</b>	<b>19,450.00</b>	<b>19,450.00</b>
=====					
04-215-55-905-000	ORD 2020-10 MEMORY PARK (BABE R FIELD)			63,664.25	
04-215-55-908-000	ORD 2022-13 SIDEWALKS RT 206/WATER ST			622.50	
04-215-55-913-000	ORD 22-21 amendORD 20-10 MEM PK ORD 23-2			302,743.00	
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			23,321.33	
04-215-55-919-000	ORD 2023-9 CR 519 SIDEWALKS (MILL ST)			12,228.63	
04-215-55-925-000	ORD 2024-4 FIRE HOUSE 1 RENOVATIONS			18.29	
04-260-05-100	Due to Clearing			0.00	402,598.00
<b>TOTALS FOR</b>	<b>GENERAL CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>402,598.00</b>	<b>402,598.00</b>
=====					
08-215-55-907-000	ORD 2022-12 WS IMP. FULLY FUNDED			141,539.32	
08-215-55-915-000	ORD 2023-14 W&S MAIN IMP. NEW HAMPS.ST FF			65,543.14	
08-260-05-100	DUE TO CLEARING			0.00	207,082.46
<b>TOTALS FOR</b>	<b>WATER/SEWER UTILITY CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>207,082.46</b>	<b>207,082.46</b>
=====					
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	188,766.86			
09-203-56-501-200	(2023) W&S OPERATING - TOTAL OTHER EXPENSES		37,331.02		
09-204-55-000	Accounts Payable			3,455.16	
09-260-05-100	DUE TO CLEARING			0.00	229,553.04
<b>TOTALS FOR</b>	<b>WATER/SEWER UTILITY</b>	<b>188,766.86</b>	<b>37,331.02</b>	<b>3,455.16</b>	<b>229,553.04</b>
=====					
20-260-05-100	Due to Clearing			0.00	46,603.49
20-291-55-075-001	UNION DUES - PBA			1,260.00	
20-291-55-075-002	UNION DUES - IUE #911			798.00	
20-291-55-075-003	UNION DUES - CWA #1032			321.25	
20-291-55-077	DEFERRED COMP - EQUITABLE			10,990.00	
20-291-55-080	TWA SAVINGS PLAN			400.00	
20-291-55-082-001	AFA LTD			303.72	
20-291-55-082-002	AFA Med FSA			266.66	
20-291-55-082-004	AFA Life Ins.			366.08	
20-291-55-082-005	AFA Texas Life			88.45	
20-291-55-082-006	AFA - DEPENDENT CARE FSA			416.66	
20-291-55-084	UNUM DISABILITY INS.			947.31	
20-291-55-086	HEALTH INS. EMPLOYEE			27,925.52	
20-291-55-087-001	AFLAC DISABILITY Post Tax			1,352.62	
20-291-55-087-002	AFLAC ACCIDENT Pre Tax			675.70	
20-291-55-087-003	AFLAC HOSPITAL Pre Tax			231.72	
20-291-55-087-004	AFLAC CANCER Pre Tax			259.80	
<b>TOTALS FOR</b>	<b>PAYROLL</b>	<b>0.00</b>	<b>0.00</b>	<b>46,603.49</b>	<b>46,603.49</b>
=====					
25-217-55-520-355	BONDS PAYABLE			23,334.35	
25-260-05-100	DUE TO CLEARING			0.00	23,334.35
<b>TOTALS FOR</b>	<b>W/S Utility Trust Assessment</b>	<b>0.00</b>	<b>0.00</b>	<b>23,334.35</b>	<b>23,334.35</b>
=====					
31-260-05-100	DUE TO CLEARING			0.00	16,102.50
31-286-56-102-000	ENGINEER REVIEW FEES			6,928.50	
31-287-56-109	RESERVE FOR RECYCLING			9,174.00	
<b>TOTALS FOR</b>	<b>TRUST</b>	<b>0.00</b>	<b>0.00</b>	<b>16,102.50</b>	<b>16,102.50</b>
=====					
33-260-05-100	DUE TO CLEARING			0.00	8,123.58
33-286-56-107-000	QUANTUM REALM,PUNC EQ (12/20)			1,065.00	
33-286-56-108-000	WATER ST HOLDINGS,LLC REDEV			2,590.00	
33-286-56-109-000	NEWTON 213 LLC - SHOP RITE			4,162.50	
33-286-56-111-002	CRG - INT TOWN			3.58	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-286-56-113-000	THORLABS - PL BD ESCROW (5/10)			302.50	
<b>TOTALS FOR</b>	<b>DEVELOPERS ESCROW</b>	<b>0.00</b>	<b>0.00</b>	<b>8,123.58</b>	<b>8,123.58</b>

Total to be paid from Fund 01 CURRENT FUND	362,904.55
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	19,450.00
Total to be paid from Fund 04 GENERAL CAPITAL	402,598.00
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	207,082.46
Total to be paid from Fund 09 WATER/SEWER UTILITY	229,553.04
Total to be paid from Fund 20 PAYROLL	46,603.49
Total to be paid from Fund 25 W/S Utility Trust Assessment	23,334.35
Total to be paid from Fund 31 TRUST	16,102.50
Total to be paid from Fund 33 DEVELOPERS ESCROW	8,123.58
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	1,315,751.97

Checks Previously Disbursed

10626	HUGO DELUCA'S ITALIAN DELI	Multiple:	90.00	5/02/2024
10627	BALLY'S PARK PL CAS. HOTEL	PO# 65645 Public Works Conference May 8-9, 2	244.00	5/06/2024
10628	BALLY'S PARK PL CAS. HOTEL	PO# 65646 Public Works Conference May 8-9, 2	244.00	5/06/2024
240129	PAYROLL ACCOUNT	4/25 CURRENT PAY	217,795.17	4/25/2024
240130	ELAVON, INC.	PO# 65008 B: COURT MERCHANT FEE	65.99	5/02/2024
240131	PAYROLL ACCOUNT	5/9 CURRENT PAYROLL	212,376.03	5/09/2024
240132	FEDERAL & STATE GRANT	EFT MOVE REC IMPROVEENT GRANT TO G	3,836.50	5/09/2024
240216	PAYROLL ACCOUNT	4/25 GRANT PAY	506.39	4/25/2024
240920	PAYROLL ACCOUNT	4/25 W/S PAY	44,639.09	4/25/2024
240920	PAYROLL ACCOUNT	Multiple:		4/25/2024
240921	PAYROLL ACCOUNT	5/9 W/S PAYROLL	45,450.26	5/09/2024
242028	PUBLIC EMPLOYEE RETIRE SYSTEM	PERS Annual Bill to State	495,951.00	4/25/2024
242029	POLICE & FIRE RETIREMENT SYSTEM	Annual PFRS Bill	803,835.00	4/25/2024
242030	POLICE & FIRE RETIREMENT SYSTEM	APR PFRS to pensions	20,000.00	5/02/2024
242031	PUBLIC EMPLOYEE RETIRE SYSTEM	APR PERS TO STATE	19,000.00	5/02/2024
243113	PAYROLL ACCOUNT	4/25 TRUST PAY	4,263.00	4/25/2024
243114	PAYROLL ACCOUNT	5/9 TRUST PAYROLL	10,241.00	5/09/2024
			-----	
			1,878,537.43	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	434,620.19	362,904.55	797,524.74
Fund 02 STATE AND FEDERAL GRANTS	506.39	19,450.00	19,956.39
Fund 04 GENERAL CAPITAL		402,598.00	402,598.00
Fund 08 WATER/SEWER UTILITY CAPITAL		207,082.46	207,082.46
Fund 09 WATER/SEWER UTILITY	90,120.85	229,553.04	319,673.89
Fund 20 PAYROLL	1,338,786.00	46,603.49	1,385,389.49
Fund 25 W/S Utility Trust Assessment		23,334.35	23,334.35
Fund 31 TRUST	14,504.00	16,102.50	30,606.50
Fund 33 DEVELOPERS ESCROW		8,123.58	8,123.58
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<b>BILLS LIST TOTALS</b>	<b>1,878,537.43</b>	<b>1,315,751.97</b>	<b>3,194,289.40</b>



## TOWN OF NEWTON

### RESOLUTION #148-2024

May 13, 2024

**“Authorizing an Addendum to the Redevelopment Agreement Previously Entered into By and Between the Town of Newton and Water Street Holdings LLC as Redeveloper on April 12, 2021”**

**WHEREAS**, by Resolution 69-2018 adopted February 26, 2018, the Town Council (the “**Town Council**”) of the Town of Newton (the “**Town**”) designated property identified on the official tax map of the Town as Block 10.01, Lot 4, and commonly known as 121 Water Street, as a non-condemnation area in need of redevelopment (the “**Redevelopment Area**” or “**Project Area**”) in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”); and

**WHEREAS**, by Ordinance 2020-14 adopted July 13, 2020, the Town Council duly adopted a redevelopment plan for the Redevelopment Area, entitled “121 Water Street Redevelopment Plan”, prepared by Topology and dated June 22, 2020 (as the same may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

**WHEREAS**, by Resolution 99-2021 adopted April 12, 2021, the Town Council (a) designated Water Street Holdings, LLC as the redeveloper (the “**Redeveloper**”) of the Redevelopment Area; and (b) authorized the Town to enter into a redevelopment agreement setting forth the terms and conditions by which the Redeveloper will redevelop the Redevelopment Area for the construction, renovation, operation, and maintenance of the improvements within the Redevelopment Plan (the “**Project**” or “**Redevelopment Project**”); and

**WHEREAS**, on April 12, 2021, the Town and the Redeveloper entered into a redevelopment agreement setting forth their respective undertakings, rights, and obligations in connection with the Redevelopment Project in accordance with the Redevelopment Plan and applicable law (the “**Redevelopment Agreement**”); and

**WHEREAS**, Lot 4 was subsequently subdivided into Lots 4.01 (the “**Residential Project Property**”) and 4.02 (the “**Retail Project Property**”), both of which are controlled by the Redevelopment Agreement; and

**WHEREAS**, by Ordinance 2021-5 adopted April 26, 2021, the Town Council authorized the Town to enter into a financial agreement with WSR I Urban Renewal LLC (the “**Entity**”), an affiliate of the Redeveloper, setting forth the long-term tax exemption granted to the Entity concerning the Retail Project Property under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “**Exemption Law**”); and

**WHEREAS**, on April 26, 2021, the Town and the Entity entered into a financial agreement (the “**Financial Agreement**”) as was authorized by Ordinance 2021-5; and

**WHEREAS**, by correspondence dated February 20, 2024, counsel for the Entity notified the Town that it is under contract to sell the Retail Project Property to 123 Water Urban Renewal, LLC (the "**Assignee**"), which sale is contingent upon the assignment of the Financial Agreement to the Assignee, and requested the Town Council approve the execution of an agreement by the Town with the Entity and Assignee permitting the proposed assignment of the Financial Agreement to Assignee; and

**WHEREAS**, the proposed sale of the Retail Project Property and the authorization of the assignment of the Financial Agreement require the Town and Redeveloper enter into an agreement providing for certain amendments to the Redevelopment Agreement (the "**Addendum**"); and

**WHEREAS**, the Town has determined it is appropriate and necessary for the Redevelopment Project to execute the Addendum to the Redevelopment Agreement;

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

1. The above "WHEREAS" paragraphs are hereby incorporated herein by reference as though specifically set forth herein below.
2. The Newton Town Manager shall be and is hereby authorized and directed to execute the Addendum to the Redevelopment Agreement in the form attached hereto as **Exhibit A**.
3. The Newton Town Manager, Mayor, and Town Clerk and any other Town representatives as may be deemed necessary are hereby authorized to execute any and all documents necessary or convenient to the transaction(s) contemplated and authorized, and to take all other necessary and appropriate action to effectuate the transaction(s), subject to final review and approval by Redevelopment Counsel.
4. This Resolution shall take effect immediately.

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Name: Teresa A. Oswin  
Title: Municipal Clerk

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Name: Thomas S. Russo, Jr.  
Title: Town Manager

#### **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, May 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk

**EXHIBIT A**  
**Addendum to Redevelopment Agreement**

**ADDENDUM TO REDEVELOPMENT AGREEMENT**  
**BETWEEN**  
**THE TOWN OF NEWTON**  
**AND**  
**WATER STREET HOLDINGS LLC**

This is an Addendum (the “**Addendum Agreement**”) to the Redevelopment Agreement (the “**Redevelopment Agreement**”) previously entered into by and between the **TOWN OF NEWTON** (the “**Town**”), located at 39 Trinity Street Newton, NJ 07860 and **WATER STREET HOLDINGS LLC** and its assigns (collectively, the “**Redeveloper**”), with offices located at 334 Sparta Avenue, Suite B, Sparta, New Jersey 07871.

**WHEREAS**, on April 12, 2021, the Town entered into the Redevelopment Agreement with the Redeveloper in connection with the redevelopment of the property identified on the official tax map of the Town as Block 10.01, Lot 4 and commonly known as 121 Water Street, Newton, NJ, 07860, Block 10.01, Lot 4 (“**Lot 4**”); and

**WHEREAS**, Lot 4 was subsequently subdivided into Lots 4.01 (the “**Residential Project Property**”) and 4.02 (the “**Retail Project Property**”) and the Redevelopment Agreement applies to both the Residential Project Property and the Retail Project Property; and

**WHEREAS**, the redevelopment of the Residential Project Property and the Retail Project Property (the “**Redevelopment Project**”) has been completed by Redeveloper to the point where the Town has issued Certificates of Occupancy for Redevelopment Project on both the Residential Project Property Retail Project Property; and

**NOW, THEREFORE**, the Town and the Redeveloper do hereby agree the Redevelopment Agreement shall be and is hereby amended as follows:

1. The following terms shall be and are hereby incorporated by reference into the Redevelopment Agreement as if more fully set forth therein:
  - a. The Redeveloper is under contract to sell the Retail Project Property to 123 Water Urban Renewal, LLC, which sale is contingent upon the assignment of the Financial Agreement dated April 26, 2021 (“**Financial Agreement**”) previously entered into by and between the Town and WSR I Urban Renewal LLC, an affiliate of Redeveloper, which assignment is pursuant to the terms of a certain Assignment & Assumption Agreement to be entered into by and between the Town, Redeveloper and 123 Water Urban Renewal, LLC, which assignment and form of Assignment & Assumption Agreement requires the consent and approval of the Town pursuant to the terms of the Financial Agreement;

- b. The Town is prepared to issue a Certificate of Completion for the Retail Project Property, confirming that as to the Retail Project Property Redeveloper has no further obligation under the Redevelopment Agreement in order to allow Redeveloper to move forward with the sale of Lot the Retail Project Property, and the assignment of the Financial Agreement, to 123 Water Urban Renewal, LLC, except as specifically set forth in Section 1(c) of this Addendum Agreement;
      - c. The Redeveloper acknowledges and agrees that any outstanding work required to be completed by Redeveloper pursuant to the Redevelopment Agreement in connection with the Redevelopment Project including, by way of example but not limitation, the requirements mandated by the New Jersey Department of Transportation, as well as utility and infrastructure improvements pertaining to the Redevelopment Project, shall continue to be the sole responsibility of the Redeveloper, specifically secured as an obligation of Redeveloper as to the redevelopment of the Residential Project Property; and
      - d. Redeveloper acknowledges and agrees that neither the sale of the Retail Project Property, nor the assignment of the Financial Agreement, to 123 Water Urban Renewal, LLC shall in any way alter any of Redeveloper's rights, duties, and obligations in connection with the Redevelopment Project as the same are set forth and contained within the Redevelopment Agreement and shall in no way be deemed to constitute any transfer of any rights, duties, or obligations of Redeveloper under the Redevelopment Agreement from Redeveloper to 123 Water Urban Renewal, LLC.
2. This Addendum Agreement shall be attached to the Redevelopment Agreement and considered a full and complete part of the Redevelopment Agreement.
3. Except as specifically modified and amended by this Addendum Agreement as set forth herein, all other terms and conditions of the Redevelopment Agreement not addressed herein shall remain unmodified and in full force and effect.
4. The execution and delivery of this Addendum Agreement has been duly authorized by all necessary action of each of the parties hereto and represents the valid and binding act and obligation of each of them, enforceable against each of them in accordance with its terms. This Addendum Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the terms or provisions hereof may be waived, modified, or amended, except by an instrument in writing executed by the party to be charged therewith.
5. This Addendum Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and it shall not be necessary in making proof of this Addendum Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Addendum Agreement by each party hereto.

**IN WITNESS WHEREOF**, the parties have set their hands and seals on the date written below.

**WATER STREET HOLDINGS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TOWN OF NEWTON**

By: \_\_\_\_\_  
Name: Thomas S. Russo, Jr.  
Title: Town Manager  
Date: \_\_\_\_\_



## TOWN OF NEWTON

### RESOLUTION #149-2024

May 13, 2024

**“Approving and Authorizing the Town Manager to Execute and Deliver a Certificate of Completion on Behalf of the Town of Newton for the Project Constructed on Tax Block 10.01, Lot 4.02”**

**WHEREAS**, by Resolution 69-2018 adopted February 26, 2018, the Town Council (the **“Town Council”**) of the Town of Newton (the **“Town”**) designated Block 10.01, Lot 4, commonly known as 121 Water Street, as a non-condemnation area in need of redevelopment (the **“Redevelopment Area”** or **“Project Area”**) in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the **“Redevelopment Law”**); and

**WHEREAS**, by Ordinance 2020-14 adopted July 13, 2020, the Town Council duly adopted a redevelopment plan for the Redevelopment Area, entitled, “121 Water Street Redevelopment Plan”, prepared by Topology and dated June 22, 2020 (as the same may be amended and supplemented from time to time, the **“Redevelopment Plan”**); and

**WHEREAS**, by Resolution 99-2021 adopted April 12, 2021, the Town Council (a) designated Water Street Holdings, LLC as the redeveloper (the **“Redeveloper”**) of the Redevelopment Area; and (b) authorized the Town to enter into a redevelopment agreement setting forth the terms and conditions by which Redeveloper will redevelop the Redevelopment Area for the construction, renovation, operation, and maintenance of the improvements within the Redevelopment Plan (the **“Project”** or **“Redevelopment Project”**); and

**WHEREAS**, on April 12, 2021, the Town and the Redeveloper entered into a redevelopment agreement setting forth their respective undertakings, rights, and obligations in connection with the development of the Project in accordance with the Redevelopment Plan and applicable law (the **“Redevelopment Agreement”**); and

**WHEREAS**, Lot 4 was subsequently subdivided into Lots 4.01 (the **“Residential Project Property”**) and 4.02 (the **“Retail Project Property”**), both of which are controlled by the Redevelopment Agreement; and

**WHEREAS**, by Resolution 148-2024 adopted May 13, 2024, the Town Council authorized execution of an addendum to the Redevelopment Agreement between the Town of Newton and Water Street Holdings, LLC (the **“Addendum”**), which Addendum is considered a full and complete part of the Redevelopment Agreement; and

**WHEREAS**, by the terms incorporated into the Redevelopment Agreement by the Addendum and made a part thereof, the Redeveloper has no further obligations under the Redevelopment Agreement with respect to the Retail Project Property portion of the Redevelopment Project; and

**WHEREAS**, based upon the completion of the Redevelopment Project on the Retail Project Property by Redeveloper under the Redevelopment Agreement and Addendum, the Redeveloper has requested that the Town execute and deliver a Certificate of Completion for the Retail Project Property pursuant to and consistent with the terms of the Addendum.

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

1. The above "WHEREAS" paragraphs are hereby incorporated herein by reference as though specifically set forth herein below.
2. The Newton Town Manager shall be and is hereby authorized and directed to execute and deliver to the Redeveloper a Certificate of Completion, in the form attached hereto, for the Redevelopment Project on the Retail Project Property portion of the Redevelopment Area pursuant to and consistent with the terms of the Redevelopment Agreement as amended by the Addendum.
3. The Newton Town Manager, Mayor, and Town Clerk and any other Town representatives as may be deemed necessary are hereby authorized to execute and deliver any and all documents necessary or convenient to the transaction(s) contemplated and authorized, and to take all other necessary and appropriate action to effectuate the transaction(s), subject to final review and approval by Redevelopment Counsel.
4. This Resolution shall take effect immediately.

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Name: Teresa A. Oswin  
Title: Municipal Clerk

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Name: Thomas S. Russo, Jr.  
Title: Town Manager

#### **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, May 13, 2024.

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Teresa A. Oswin, RMC  
Municipal Clerk