



**AGENDA
NEWTON TOWN COUNCIL
REGULAR HYBRID MEETING
JUNE 10, 2024
7:00pm**

Please click this URL to join:

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

Webinar ID: 838 9781 8208 Passcode: 594036

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I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

- a. May 29, 2024, Regular Meeting

V. OPEN TO THE PUBLIC (3 minutes each)

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

VI. COUNCIL & MANAGER REPORTS

- a. Town Manager Russo
- b. Councilmember Dickson
- c. Councilmember Diglio
- d. Councilmember Teets
- e. Deputy Mayor Le Frois
- f. Mayor Couce

VII. UNFINISHED BUSINESS

- f. Resolution #171-2024* Insertion of Special Items of Revenue in the 2024 Town of Newton Budget Pursuant to N.J.S.A. 40A:4-87 (C. 159, PL 1948) – Clean Communities Grant
- g. Resolution #172-2024* Authorizing Award of Bid #4-2024 Purchase of Watermain/Fittings Bid to Ferguson Waterworks
- h. Resolution #173-2024* Resolution Designating June as "LGBTQIA+ Pride Month" in the Town of Newton
- i. Resolution #174-2024* Approve Bills and Vouchers
- j. Resolution #175-2024* Appointment of a Public Defender for the Town of Newton
- k. Resolution #176-2024* Resolution and Agreement for Professional Services – Alternate Municipal Public Defender
- l. Resolution #177-2024* Resolution Rescinding Resolution #165-2024
- m. Resolution #178-2024* Resolution Authorizing Special Emergency Appropriation for Emergency Expense Pursuant to N.J.S.A. 40A:4-46

X. OPEN TO THE PUBLIC (3 minutes each)

XI. COUNCIL & MANAGER COMMENTS

XII. ADJOURNMENT

TOWN OF NEWTON

ORDINANCE 2024-17

BOND ORDINANCE REAPPROPRIATING \$51,581 PROCEEDS OF OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSES FOR ESTABLISHMENT OF AUTO SHOP BY THE TOWN OF NEWTON, NEW JERSEY

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:

Pursuant to N.J.S.A. 40A:2-39, it is hereby determined that \$51,581 of the bond proceeds of obligations originally made available pursuant to the following ordinance of the Town of Newton, County of Sussex, New Jersey is no longer necessary for the purposes for which the obligations previously were authorized. Each amount is listed under the column, "Balance to be Reappropriated," and is further described by reference to the number of the bond ordinance pursuant to which such amounts have been made available, the original appropriation made by the bond ordinance, and the description of the improvement for which such amounts originally were appropriated.

The \$51,581 bond proceeds to be reappropriated are made available as follows:

<u>Ordinance Number</u>	<u>Appropriation</u>	<u>Original Description of Improvement</u>	<u>Balance to be Reappropriated</u>
2023-7	\$420,000	Acquisition of dump trucks, all as shown on and in accordance with the plans and specifications thereon on file in the office of the Clerk and hereby approved.	\$51,581

SECTION 2:

The total amount of \$51,581 referred to in Section 1 above is hereby reappropriated as follows:

Establishment of auto shop which includes but is not limited to the acquisition of equipment in furtherance thereof, including all work and materials necessary therefor and incidental thereto. \$51,581

SECTION 3:

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 4:

The useful life of the improvements described in Section 2 above is 15 years.

SECTION 5:

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

Name	Ayes	Nayes	Abstain	Absent
Couce				
Dickson				
Diglio				
Le Frois				
Teets				

NOTICE

TAKE NOTICE the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on June 10, 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 June 24, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2024-18

BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$80,000 FOR INSTALLATION OF HVAC SYSTEM AT TOWN HALL IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$76,000 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 \$80,000, such sum includes \$4,000 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 \$76,000 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 \$76,000 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 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 (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 \$76,000.

(c) The estimated cost of the Improvement is \$80,000 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 15 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 \$76,000 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 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 \$76,000.

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.

Name	Ayes	Nays	Abstain	Absent
Couce				
Dickson				
Diglio				
Le Frois				
Teets				

NOTICE

TAKE NOTICE the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on June 10, 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 June 24, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2024-19

AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT THE TOWN CODE OF THE TOWN OF NEWTON, MOST NOTABLY CHAPTER 228, ENTITLED "SEWER AND WATER", BY ADDING A NEW ARTICLE X, SECTION 228-32, ENTITLED "LEAD SERVICE LINE REPLACEMENT."

WHEREAS, the Town of Newton ("Town") has determined that there is a need to amend, revise, and supplement Chapter 228 of the Town Code of the Town of Newton, entitled "Sewer and Water", in order to comply with the New Jersey Safe Drinking Water Act Amendments of 2021, codified at N.J.S.A. 58:12A-40, *et seq.*:

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, revise, and supplement Chapter 228 of the Town Code of the Town of Newton, County of Sussex, State of New Jersey, entitled "Sewer and Water", by adding a new Article X, § 228-32, entitled "Lead Service Line Replacement," to read as follows:

§ 228-32 Lead Service Line Replacement.

§ 228-32.1 Definitions.

CONTRACTOR

A licensed plumber or vendor certified by the State of New Jersey and which contracts with the Town of Newton to replace lead service lines.

DWELLING

A building or structure, or part thereof, containing one (1) or more dwelling units. This Chapter shall also apply to buildings and structures that are not used for residential purposes.

DWELLING UNIT

Any room or groups of rooms or any part thereof located within a building and forming a single habitable unit with facilities which are used or designed to be used for living, sleeping, cooking, eating, and/or bathing.

LEAD SAFE

Any condition that does not allow access or exposure to lead, in any form, to the extent that adverse human health effects are possible.

LEAD SERVICE LINE(S)

A service line which is composed of lead and/or galvanized steel.

SERVICE LINE

The piping, tubing, and fittings which connect the main Town water line to a private property structure or building. Service Line includes that portion of the piping, tubing, and fittings which run from the Town water main to curbside or connection box and that portion of the piping, tubing and fittings which run from the curbside or connection box to the dwelling's water connection.

OCCUPANT

A person or persons in actual possession of and living in the building or dwelling unit.

OWNER

Any person who has legal title to any dwelling, with or without accompanying actual possession thereof; or, who has equitable title and is either in actual possession or collects rents therefrom; or, who is executor, executrix, trustee, guardian, or receiver of the estate of the owner, or as mortgagee or as vendee in possession either by virtue of a Court order or by agreement or voluntary surrender of the premises by the person holding the legal title, or as collector of rents has charge, care, and/or control of any dwelling or rooming house.

§ 228-32.2 Lead Service Lines Prohibited.

All lead service lines are prohibited in the Town of Newton and shall be removed in accordance with the requirements of the New Jersey Safe Drinking Water Act Amendments of 2021.

§ 228-32.3 Mandatory Replacement of Lead Service Line.

The owner of any dwelling, building, or structure serviced by a lead service line is required to have the lead service line on their property replaced in accordance with the following options:

- A. Participation in the Lead Service Line Replacement Program offered by the Town at no cost to the owner and allowing the Town's contractor to access their property to verify the existence of a lead service line and to conduct the replacement of the lead service line if such lead service line is determined to be serving the property; or
- B. Replacing the lead service line on their own and at their own expense. If an owner selects this option, the owner is required to provide the Town with proof that the lead service line has, in fact, been replaced. Proof must include at a minimum: (1) a permit issued by the Town to a licensed plumber authorized to do the work; (2) an invoice from the contractor who completed the work; (3) a copy of the estimate along with

any report of the work completed; (4) an inspection report verifying the removal; and (5) any other information as required by the Town Manager.

- C. Participation in the Town's lead service line replacement program shall be done on a timetable determined by the Town Manager or his designee and not subject to any schedule imposed by the owner.
- D. If the owner hires a licensed contractor to replace the lead service line, the owner is responsible to restore or repair any property or dwelling damage that may occur. If the Town hires a contractor to do the work and damage occurs, the Town shall be responsible to restore or repair any property or dwelling damage.
- E. The replacement water service line must be Type "K" copper, minimum ¾" diameter, or larger size, as may be required by the Town plumbing subcode official, Town construction department official, and/or Town Water/Sewer Division of the Town Department of Public Works.

§ 228-32.4 Exclusion from Requirement; Proof Required.

A property owner may be excluded from the mandatory lead service line replacement requirement by providing to the Town written proof from a licensed plumber that the owner's property does not have a lead service line on its property and/or that the lead service line was previously removed and replaced.

§ 228-32.5 Authorization to Access Property.

- A. Unless an owner has provided proof that it does not have a lead service line pursuant to Section § 228-32.4 above, the Town or the contractor shall seek to gain access to the building to identify and/or replace a lead service line.

Whenever the contractor is unable to access premises to either identify and/or replace a lead service line, then:

1. The Town or contractor shall send, by regular and certified mail, to the owner of the premises as reflected on the tax rolls at the address stated therein a notice that the contractor has been unable to gain access to the premises and requests that the owner communicate with the contractor within ten (10) calendar days of the date of the letter to set a reasonable date and time when such access can be achieved;
2. At the same time, the Town shall post a copy of the letter on the premises;
3. If access is not achieved or arranged within thirty (30) calendar days of the transmittal of the letter by steps in paragraph 1 and 2 above, the Town or contractor shall send a second notice by regular and certified mail; and

4. If access is not achieved within fifteen (15) calendar days of the transmittal of the second notice letter, the Town shall impose the denial of access account administration fee, pursuant to Subsection § 228-32.5(B)(1) below on that account on that date and for each and every quarterly billing cycle thereafter until access is achieved.
- B. If an owner of the dwelling, building, or structure does not participate in the Lead Service Line Replacement Program or is inaccessible or otherwise denies access to the property to enable the replacement of the lead service line after notices in accordance with Subsection § 228-32.5(A) above, then the Town may proceed as follows:
1. The Town shall impose a Denial of Access Account Administrative Fee in the amount of Five Hundred (\$500.00) Dollars, which shall become a part of the Town Water Service Fee and shall be collected in the next quarterly Water Service Fee bill.
 2. The Town may secure entrance to the property from the owner or current occupant of the dwelling, building, or structure and the Town shall be held harmless, indemnified by the owner, and incur no liability from the owner. The contractor will provide the owner with a Right of Entry form for completion. The Right of Entry form will provide the contractor with access to the property to verify the existence of a lead service line.
 3. If access is granted by an occupant of the dwelling, building, or structure, then the occupant shall be held harmless and no liability shall incur to the Town, contractor, or occupant due to the replacement of the lead service line by the Town.
 4. If access continues to be denied by the current occupant or owner, then the Town may commence procedures, including filing a Court action, to conduct the replacement of the lead service line at the owner's expense or may seek a court order requiring the owner to replace the Lead Service Line within ninety (90) calendar days, at owner's sole cost and expense.

§ 228-32.6 Proof of Lead Service Line Replacement Required for Certificate of Occupancy, Certificate of Code Compliance, and Smoke & Carbon Monoxide Detector Certificates.

- A. Upon the sale or transfer of ownership of any dwelling, building, or structure, that occurs after two (2) years from the effective date of this Section, the owner must provide proof that the lead service line has been replaced (or that the property is excluded from the requirement pursuant to Section § 228-32.4, above) in order to secure a Certificate of Occupancy, Certificate of Code Compliance, and Smoke and Carbon Monoxide Detector Certificates.

- B. Upon the sale of any Town-owned property, within ninety (90) calendar days of the closing, the buyer is responsible for replacing the lead service line, by either participating in the Town's Lead Service Line Replacement Program or replacing the lead service line at its sole cost in accordance with Subsection § 228-32.3(B), above.

§ 228-32.7 Penalty.

In addition to the imposition of the Denial of Access Account Administrative Fees, pursuant to Subsection § 228-32.5(B)(1) above, if the lead service line replacement is not performed by the owner within ninety (90) calendar days after final notice by the Town, the owner shall be subject to a fine of at least Two Hundred Fifty (\$250) Dollars per calendar day but not exceeding Five Thousand (\$5,000) Dollars or by imprisonment for a term not exceeding ninety (90) calendar days or by a period of community service not to exceed ninety (90) calendar days.

NOTICE

TAKE NOTICE the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on June 10, 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 June 24, 2024 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #166-2024

June 10, 2024

"Approval of the Execution of a Shared Services Agreement with Green Township to Provide Animal Control Services From June 1, 2024 Through December 31, 2025"

WHEREAS, the Township of Green ("Green") 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 Green to provide the requested animal control services to Green; 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, 2025; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Mayor and Municipal Clerk are hereby authorized, on behalf of the Town of Newton, to execute a Shared Services Agreement with the Township of Green to provide animal control services to Green for the Period of June 1, 2024 through December 31, 2025.

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, June 10, 2024.

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 Green, a body politic, with offices located at 150 Kennedy Road, Tranquility, NJ 07879.

WITNESSETH:

The Town of Newton (hereinafter referred to as “NEWTON”) and the Township of Green (hereinafter referred to as “GREEN”) (collectively referred to as the “Parties”) have agreed this ___ day of _____, 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:

1. TERM OF AGREEMENT

The term of this Agreement shall commence as of June 1, 2024 and continue until December 31, 2025, unless terminated sooner pursuant to Section Eight (8) below. The Parties may agree, in writing, to renew this Agreement at the expiration of its initial term. The terms of the Agreement may be renegotiated for the renewal term in accordance with the law. Notice of intent to renew must be provided no later than three (3) calendar months prior to the expiration of the initial term of this Agreement.

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

2. SCOPE OF SERVICES

2.1 DESIGNATED AS GENERAL AGENT

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

2.2 RESPONSIBILITY

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

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

2.3 SUPERVISION AND DIRECTION OF STAFF

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

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

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

2.4 DESIGNATION AS OFFICIALS

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

3. ACTIVITIES

3.1 ANIMAL SHELTER FACILITIES

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

3.2 SERVICES TO BE PERFORMED

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

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

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

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

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

E. In those cases where the ACO shall deem it necessary to send specimens to Trenton for rabies examination, the ACO shall provide for the preparation and transport of same. Any costs incurred for this procedure shall be the responsibility of GREEN. The expenses for rabies preparation and transportation will generally encompass the veterinarian's fee for extracting a sample for the animal, shipping the sample to Trenton for testing and, if required, the cremation of the animal's remains. These costs will vary as per the veterinarian hospital selected by Sussex County Board of Health and the time of day of the incident.

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

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

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

I. The ACO shall be required to attend one (1) GREEN Township Committee meeting per calendar year, the cost of which is covered as part of the cost of this Agreement. If GREEN wishes the appearance of the ACO at any other GREEN Township Committee meeting, the ACO will appear at said meeting(s) at the sole expense of GREEN based on the ACO's current applicable hourly overtime rate at the time of the appearance.

J. The ACO will be available to organize and/or assist GREEN 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 GREEN.

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

L. The ACO will be responsible to perform GREEN'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 GREEN.

M. ACO to provide monthly reports and report/phone call log summary in writing to the Green Township Committee either via email to clerkadmin@greentwp.com or send copies via USPS.

3.3 PLACE OF OPERATION

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

4. ENFORCEMENT ACTIONS

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

5. FUNDING

5.1 COMPENSATION PAYABLE BY GREEN TOWNSHIP

In consideration of this service, GREEN shall pay to NEWTON Nineteen Thousand Dollars (\$19,000) for the contract term specified herein.

5.2 QUARTERLY PAYMENTS BY GREEN TO NEWTON

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

B. For the period of June 1, 2024 through December 31, 2025, NEWTON will receive one (1) monthly payment and six (6) quarterly payments from GREEN for the periods in question:

June 1, 2024 - \$1,000 (for the month of June 2024)

July 1, 2024 - \$3,000

October 1, 2024 - \$3,000

January 1, 2025 - \$3,000

April 1, 2025 - \$3,000

July 1, 2025 - \$3,000

October 1, 2025 - \$3,000

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

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

6. GENERAL COOPERATION AND INTENT

A. It is the intention of the Parties that the Animal Control activities within and on behalf of GREEN 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 GREEN to facilitate performance of the services listed in Section 3.2 above. In general, performance by NEWTON which meets the requirements of Animal Control activities and the general standards for performance of this Agreement.

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

7. APPLICABLE LAW

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

8. TERMINATION EVENTS

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

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

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

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

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

9. INDEMNIFICATION

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

10. INSURANCE

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

11. ADMINISTRATIVE AND LEGAL SUPERVISION

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

12. CHOICE OF LAW AND DISPUTE RESOLUTION

In the event of any dispute arising under this Agreement, the appropriate officials of GREEN 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 GREEN shall remit payment for all services rendered through the effective date of termination, and this Agreement shall be deemed NULL AND VOID and of no further force and effect.

13. OTHER CONTRACTS

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

14. CONFORMITY OF LOCAL ORDINANCES WITH THIS AGREEMENT

In cases where the terms and conditions of this Agreement are in conflict with the Local Ordinances of GREEN, GREEN shall amend their Ordinances to eliminate any such inconsistency. As of the date of this Agreement, there are no known ordinance conflicts.

15. 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.

16. 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.

17. 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.

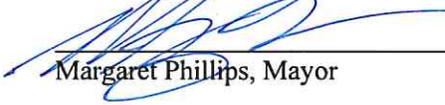
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:



Mark Zschack, RMC
Municipal Clerk

TOWNSHIP OF GREEN



Margaret Phillips, Mayor

ATTEST:

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

John-Paul E. Couce, Mayor

Newton and Green Animal Control Shared Services Agreement

Attachment "A"

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

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

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

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

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

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

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



TOWN OF NEWTON

RESOLUTION #167-2024

June 10, 2024

“Resolution Authorizing Award of a Contract to Bassani Power Equipment Through Omnia Cooperative Contract #22-6640 for EMW-96” Lazer Z OS-Series Mower and Accessories”

WHEREAS, in accordance with the requirements of the Local Public Contracts Law P.L. 2011, C.139 (the “Law” or “Chapter 139”) and N.J.S.A.52:34-6.2 the regulations promulgated there under in Local Finance Notice LFN 2012-10, the following purchase without competitive bids from a vendor with a National Cooperative Contract is hereby approved for municipalities; and

WHEREAS, the Town of Newton has the need to procure certain specialized power equipment in accordance with the Local Public Contracts Law N.J.S.A. 40A:11-1 et. Seq.; and

WHEREAS, the Town of Newton has previously acted in accordance with New Jersey public procurement statutes and regulations as promulgated by formally joining a recognized and compliant National Cooperative, being the Omnia Cooperative on January 5, 2023, through Resolution #59-2023; and

WHEREAS the regulations as set forth within Local Finance Notice LFN 2012-10 have been fully complied with; and

WHEREAS, the Newton Qualified Purchasing Agent has complied with the public notification provisions of public advertisement and has received no protests in accordance with law and regulation; and

WHEREAS the equipment and corresponding Omnia Cooperative contract number is: #22-6640, Request for Proposal – Tractors, Mowers, and Other Equipment, Parts, and Services for EMW- 96” Lazer Z OS-Series Mower and Accessories; and

WHEREAS the Town is desirous of purchasing an EMW- 96” Lazer Z OS-Series Mower and Accessories through Omnia Cooperative contract number #22-6640 through Bassani Power Equipment, 103 NJ-23, Hamburg, N.J. 07419, in the amount of \$44,663.00; and

WHEREAS the Chief Financial Officer certifies funds are in the Capital Improvement Section of the Current Fund Budget in the amount of \$44,663.00;

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

1. The Newton Department of Public Works be and hereby is authorized to procure an EMW- 96" Lazer Z OS-Series Mower and Accessories through Omnia Cooperative contract number #22-6640 through Bassani Power Equipment, 103 NJ-23, Hamburg, N.J. 07419, in the amount of \$44,663.00.

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, June 10, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #168-2024

June 10, 2024

“Resolution of the Town of Newton, in the County of Sussex, New Jersey, Determining the Form and Other Details of its “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank”, to be Issued in the Principal Amount Not to Exceed \$1,745,000, and Providing for the Issuance and Sale of Such Note to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Note by the Town of Newton in Favor of the New Jersey Infrastructure Bank, All Pursuant to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank”

WHEREAS, the Town of Newton (the “Local Unit”), in the County of Sussex, New Jersey, has determined there exists a need within the Local Unit to acquire, construct, renovate, or install various improvements consisting of the acquisition of various vehicles for the water/sewer utility, including (a) jet vacuum truck; (b) street sweepers; (c) trucks; and (d) trucks with plows (Project No. S340449-10) (the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the “Environmental Infrastructure Financing Program”) of the New Jersey Infrastructure Bank (the “I-Bank”); and

WHEREAS, the Local Unit has determined to temporarily finance the acquisition, construction, renovation, or installation of the Project prior to the closing with respect to the Environmental Infrastructure Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the “Construction Loan”) to the Local Unit, pursuant to the Construction Financing Program of the I-Bank (the “Construction Financing Program”); and

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount not to exceed \$1,745,000 (the “Note”); and

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

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

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

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale, and award the Note, including any renewals thereof, in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by Bond Ordinance #2024-10 of the Local Unit, which bond ordinance is entitled "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" and was finally adopted by the Local Unit at a meeting duly called and held on May 13, 2024, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

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

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

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

- (a) the principal amount of the Note to be issued shall be an amount not to exceed \$1,745,000;
- (b) the maturity of the Note shall be as set forth in the Note;
- (c) the interest rate of the Note shall be as set forth in the Note;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered "NJWB-CFP-24-4";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved, or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

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

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

Section 7. The Authorized Officers (as defined in the Note) of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary of the Local Unit, as applicable, in

their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to John D. Draikiwicz, Esq., Gibbons P.C., Bond Counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, Bond Counsel to the I-Bank.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 10, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

Exhibit A

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

\$ _____

June __, 2024

NJWB-CFP-24-4

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

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

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

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

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

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

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

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

"Cost" or **"Costs"** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth

in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

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

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

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

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

"Financial Plan" means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, and as the same may be amended or supplemented from time to time during such State Fiscal Year, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

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

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

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

"Issue Date" means the date of issuance of this Note.

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

"Loan Disbursement Requisition" means the requisition (in a form to be determined by the I-Bank and the NJDEP) that shall relate exclusively to the Project (as defined in this Section 1, hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Borrower and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

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

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

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20___. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

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

(A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20___, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.

(B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20___, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20___, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

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

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

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

"NJDEP" means the New Jersey Department of Environmental Protection.

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

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

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

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

"State" means the State of New Jersey.

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

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

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested, and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid, and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected

by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

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

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

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

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

SECTION 3. Covenants of the Borrower.

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

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

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

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

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

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

promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

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

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

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

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

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

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

The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

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

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

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

SECTION 6. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any

and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) the occurrence of an "Event of Default" pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days, or the Borrower shall generally fail to pay its debts as such debts become due.

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

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Town of Newton, Town Hall, 39 Trinity Street, Newton, New Jersey 07860, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-

2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

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

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

TOWN OF NEWTON

[SEAL]

ATTEST:

By: _____
Mayor

Municipal Clerk

By: _____
Chief Financial Officer



TOWN OF NEWTON

RESOLUTION #169-2024

June 10, 2024

"Resolution Authorizing Payment #2 for Renovations to Newton Firehouse #1 Project"

WHEREAS, the Town of Newton was in need of renovations to Newton Firehouse #1 and publicly accepted bids for the project on November 11, 2023. The bid was awarded by Resolution #104-2024 to TNS Construction, LLC, in the amount of \$1,497,000.00; and

WHEREAS, the Town of Newton has received a request for Payment #2, dated June 3, 2024, from TNS Construction, LLC requesting payment in the amount of Two Hundred Forty-Seven Thousand One Hundred and Fifty-Six Dollars (\$247,156), which reflects withholding two percent (2%) retainage from the total value completed to date; and

WHEREAS, the Town Engineer on this Project, Harold E. Pellow & Associates, Inc., has completed a Payment Recommendation dated June 3, 2024, and hereby recommends Payment #2 to TNS Construction, LLC, in the amount of Two Hundred Forty-Seven Thousand One Hundred and Fifty-Six Dollars (\$247,156), subject to TNS Construction, LLC 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 TNS Construction, LLC in the amount of Two Hundred Forty-Seven Thousand One Hundred and Fifty-Six Dollars (\$247,156), 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 TNS Construction, LLC 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 TNS Construction, 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, June 10, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

HAROLD E. PELLOW, *PRESIDENT*
2022 Distinguished Engineering Service Award
from the NJ Society of Professional Engineers
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.

ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(528/84 - 7/27/89)

MATTHEW J. MORRIS
NJ - L.L.A., NJ - P.P.

DAVID B. SIMMONS, JR., *VICE PRESIDENT*
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.
NY - P.E. & L.S., PA - P.E. & L.S.

CORY L. STONER, *EXEC. VICE PRESIDENT*
NJ - P.E., NJ - P.P., NJ - C.M.E.

THOMAS G. KNUTELSKY, *ASSOCIATE*
NJ - P.E., NJ - P.P.

June 3, 2024

VIA E-MAIL

MEMORANDUM TO: Mr. Thomas S. Russo, Jr., Newton Town Manager

FROM: Cory L. Stoner, P.E., C.M.E., Town Engineer

SUBJECT: Renovations to Newton Firehouse No. 1
HPA No. 24-001

Dear Tom,

Enclosed herewith please find the following paperwork in reference to the above project for TNS Construction:

1. Town of Newton Purchase Order No. 65394, Drawdown No. 2, in the amount of \$247,156.00, due TNS Construction for work completed through June 1, 2024.
2. AIA Document G702 – 1992 – *Application and Certificate for Payment No. 2* provided by TNS Construction reflecting work completed through June 1, 2024.

Prior to issuing payment to TNS Construction, please ensure that they have provided the Town of Newton with their payroll certification forms.

Very truly yours,

Cory L. Stoner, P.E., C.M.E.
HAROLD E. PELLOW & ASSOCIATES, INC.
Town of Newton Engineer

CLS:mac
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\24-001 - NEWTON FIREHOUSE NO. 1 - PHASE I RENOVATIONS\RUSO3.DOC

Enclosures

cc: VIA E-MAIL
Ben Dauti – TNS Construction
Chris Wolverton – HQW Architects



TOWN OF NEWTON

RESOLUTION #170-2024

June 10, 2024

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

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

WHEREAS, the Town of Newton has been granted an amount of \$5,963.00 from the 2024 SIF Risk Control Grant;

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

Miscellaneous Revenues:

Section F: Special Items of Revenue

Public and Private Revenues Off-set with Appropriations:

SIF Risk Control Grant \$5,963.00

General Appropriations:

(A) Operations - Excluded from CAPS

Public and Private Programs Off-set by Revenues:

SIF Risk Control Grant \$5,963.00

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

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 10, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #171-2024

June 10, 2024

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

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

WHEREAS, the Town of Newton has received a payment in the amount of \$21,622.09 from the State of New Jersey Solid Waste Administration for a FY2024 Clean Communities Grant;

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

Miscellaneous Revenues:

Section F: Special Items of Revenue

Public and Private Revenues Off-set with Appropriations:

State of New Jersey Clean Communities Grant \$21,622.09

General Appropriations:

(A) Operations - Excluded from CAPS

Public and Private Programs Off-set by Revenues:

State of New Jersey Clean Communities Grant \$21,622.09

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

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 10, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #172-2024

June 10, 2024

“Authorizing Award of Bid #4-2024 Purchase of Watermain/Fittings Bid to Ferguson Waterworks”

WHEREAS, a need exists for the bid for the project known as Bid #4-2024, Mason Avenue Watermain/Fittings Bid; and

WHEREAS, the Town advertised and received bids in a fair and open manner consistent with N.J.S.A. 19:44A-20.5 and N.J.S.A. 40A:11-1 et. Seq., and

WHEREAS, the Town received two (2) bids on April 24, 2024 at 10:30A.M., to wit:

NAME OF BIDDER	Ferguson Waterworks	Capitol Supply
TOTAL BID	\$156,086.81	\$159,753.21

WHEREAS, Ferguson Waterworks, 507 Oak Glen Road, Howell, New Jersey, 07731, was determined to be the lowest responsible bidder in accordance with N.J.S.A.40A:11-4a with a bid of \$156,086.81; and

WHEREAS, the Chief Financial Officer certifies funding in the amount of \$156,086.81 is available from:

Ordinance 2023-14. New Hampshire Street Water Sewer Improvements. Account #6192314.

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

1. The Town Council of the Town of Newton hereby awards "Bid #4-2024, Mason Avenue Watermain/Fittings Bid", to Ferguson Waterworks, 507 Oak Glen Road, Howell, New Jersey, 07731, with a bid of \$156,086.81.

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, June 10, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #173-2024

June 10, 2024

“Resolution Designating June as “LGBTQIA+ Pride Month” in the Town of Newton”

WHEREAS, persons who are lesbian, gay, bisexual, transgender, queer, or members of other communities (LGBTQIA+) have been subject to violence, harassment, and other forms of discrimination based solely on their sexual orientation, gender expression, and gender identity; and

WHEREAS, the Stonewall Uprising occurred on June 28, 1969, and was a form of unjust discrimination against LGBTQIA+ citizens of New York City and representative of such historical injustice across America and the world; and

WHEREAS, the massacre at the Pulse Nightclub, an LGBTQIA+ bar in Orlando, FL, on June 12, 2016, claimed the lives of 50 people and was the deadliest shooting in American history at that time; and

WHEREAS, according to the U.S. Centers for Disease Control, LGBTQIA+ youth have an increased risk for suicide, depression, and substance abuse due to higher rates of bullying, harassment, and violence; and

WHEREAS, the American Psychological Association has declared LGBTQIA+ relationships are part of the normal forms of human experience and advocates for civil rights protections for the same; and

WHEREAS, the Supreme Court of the United States has ruled, in the matter of OBERGEFELL v. HODGES, that the Fourteenth Amendment to the Constitution of the United States requires states to recognize the marriage of individuals of the same sex due to its guarantee of "equal protection of the laws" for all citizens born or naturalized; and

WHEREAS, the "New Jersey Law Against Discrimination" (N.J.S.A. 10:5-12), which prohibits discrimination or harassment in employment, housing, places of public accommodation, credit, and business contracts, was amended by the New Jersey Legislature in the administration of former Governor Jon Corzine to extend these protections to the categories of sexual orientation, gender identity, or expression; and

WHEREAS, New Jersey P.L. 2013, Ch. 150, passed by the New Jersey Legislature in the administration of former Governor Chris Christie, prohibits licensed professionals from "seeking to change a person's sexual orientation, including, but not limited to, efforts to change behaviors, gender identity, or gender expressions" for residents who are 18 years of age or younger; and

WHEREAS, the Town of Newton is a diverse community that is committed to supporting visibility, dignity, and equality for all citizens in our community; and

WHEREAS, many of the residents, students, and visitors within the Town of Newton who contribute to the enrichment of our community are a part of the LGBTQIA+ community, including parents who adopt children, who would otherwise remain orphans, into loving and nurturing homes; and

WHEREAS, June has been declared "LGBTQIA+ Pride Month" by Presidents William J. Clinton, Barack H. Obama, Donald J. Trump, and Joseph R. Biden, Jr., in the United States of America; and

WHEREAS, events are held annually in the month of June across America to recognize and celebrate the lives and contributions of LGBTQIA+ citizens;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the Council of the Town of Newton proclaim June 2024 as "LGBTQIA+ Pride Month" in the Town of Newton and encourage residents to join in celebrating the inherent human dignity and equality of all persons, regardless of sexual orientation, gender identity, or expression, under the law.

CERTIFICATION

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #174-2024

June 10, 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, June 10, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 06/10/2024 For bills from 05/30/2024 to 06/07/2024

Check#	Vendor	Description	Payment	Check Total
10869	4831 - 494 CONSULTING GROUP INC.	PO 65681 Resurface Pool Countertops	3,943.00	3,943.00
10870	3897 - AMAZON CAPITAL SERVICES	PO 65027 B: PD/DISPATCH SUPPLIES PARTICIPATING AG	164.95	
		PO 65793 Laptop bags for Council members	114.95	
		PO 65807 Breakroom meeting items	14.25	
		PO 65807 Breakroom meeting items	26.47	320.62
10871	4544 - ARMSTRONG, KENNETH W.	PO 65608 MEDICARE PART B REIMB	1,048.20	1,048.20
10872	4745 - ATHENIA MASON SUPPLY, LLC	PO 65822 Pool Prep - Concrete Pad	343.24	343.24
10873	2518 - BABCOCK, DAWN	PO 65609 MEDICARE PART B REIMB	1,048.20	1,048.20
10874	3251 - BADGER METER, INC.	PO 65232 B: Agreement Beacon Mobile Hosting/ Wate	221.44	221.44
10875	4662 - BELLIS JUSTIN	PO 65789 REFRESHMENT REIMBURSEMENT	44.71	44.71
10876	4214 - BESHADA, LEO	PO 65610 MEDICARE PART B REIMB	3,090.00	3,090.00
10877	4825 - BLESSING TREE SERVICE	PO 65797 Tree Removal - Town property/ easement -	2,800.00	2,800.00
10878	190 - BOND, CHRISTOPHER	PO 65611 MEDICARE PART B REIMB	1,048.20	1,048.20
10879	4810 - BOONTON TIRE & AUTO REPAIR	PO 64971 B: PD VEHICLE REPAIR	58.04	
		PO 64971 B: PD VEHICLE REPAIR	39.95	97.99
10880	300 - BRIGHTSPEED	PO 65084 B: ALARM CIRCUITS A/C #309485585 HIGH ST	125.00	125.00
10881	2124 - BUCKMAN'S INC.	PO 65553 B: Pool Chemicals ACCT #NEWTON01	1,561.25	1,561.25
10882	192 - CAMPBELL'S SMALL ENGINE INC.	PO 65782 Mower Rprs/Parks maint	289.02	289.02
10883	1333 - CERBO'S HAMPTON NURSERY INC.	PO 65799 LANDSCAPING FOR TOWNHALL - TREES AND SHR	760.00	760.00
10884	4840 - CERBO'S PARSIPPANY	PO 65724 PLANTS FOR SPRING STREET CONTAINERS - NP	3,288.50	3,288.50
10885	3770 - CINTAS	PO 65075 B: FIRST AID SUPPLIES DPW/WS/TH Jan - De	313.82	
		PO 65076 B: Water Filtration/Cooler/Cleaning (J-D	90.00	
		PO 65076 B: Water Filtration/Cooler/Cleaning (J-D	270.00	673.82
10886	2353 - CITTERBART, KATHERINE	PO 65612 MEDICARE PART B REIMB	2,096.40	2,096.40
10887	2551 - CLOUSE RONALD	PO 65613 MEDICARE PART B REIMB	2,096.40	2,096.40
10888	4420 - COOPER DARLENE	PO 65614 MEDICARE PART B REIMB	2,096.40	2,096.40
10889	1632 - COOPER ELECTRIC SUPPLY CO.	PO 65781 STREET LIGHT REPAIRS ACCT #25779	154.26	154.26
10890	155 - COYNE CHEMICAL CORP., INC.	PO 65288 B: Liq Hydroflusilic Acid (\$9500.00 @ \$7	850.94	850.94
10891	4500 - CRYSTAL MOUNTAIN SPRINGS	PO 64938 B: WATER DELV	115.50	115.50
10892	2290 - CUMMINS DOUGLAS	PO 65615 MEDICARE PART B REIMB	1,048.20	1,048.20
10893	286 - CURRENT ACCOUNT	PO 65846 Charge out 2024 Safe & Secure grant to P	19,423.00	19,423.00
10894	194 - D & E SERVICE CENTER, INC.	PO 65825 TOW OF PD VEHICLE	140.00	140.00
10895	4386 - DECOTIIS, FITZPATRICK, COLE& GIBLIN, LLP	PO 65769 SCCC REDEVELOPMENT PROJ -APR	851.00	
		PO 65808 NEWTON 213 LLC - SHOP RITE April servic	595.00	
		PO 65818 NEWTON 213 LLC - SHOP RITE	1,925.00	3,371.00
10896	768 - DEMPSEY UNIFORM & SUPPLY INC	PO 65269 2024 Uniforms, Paper Products, Mats/ DPW	352.28	
		PO 65269 2024 Uniforms, Paper Products, Mats/ DPW	1,188.98	1,541.26
10897	4525 - DISA GLOBAL SOLUTIONS	PO 65842 Pre-Employment Screenings / MVRs - June	1,849.05	1,849.05
10898	2386 - DOMINICK'S PIZZA LLC	PO 65791 REFRESHMENT REIMBURSEMENT	54.80	54.80
10899	3101 - EAGLE EQUIPMENT, INC.	PO 65110 Eval and Rpr Strainer Basket/ Pump/ Leve	13,756.47	
		PO 65788 Leader Hose	225.56	13,982.03
10900	4532 - EARTHPLANTER LLC	PO 65777 2 SPRING STREET PLANTERS - REPLACEMENTS F	1,359.00	1,359.00
10901	3817 - ESI EQUIPMENT INC.	PO 65771 RESCUE TOOLS FIRE (9/1/24-8/31/25)	1,215.00	1,215.00
10902	225 - FEDERAL EXPRESS	PO 64982 B: EXPRESS MAILINGS acct #1344-0525-2	38.18	38.18
10903	250 - FIRST UNITED METHODIST CHURCH	PO 65719 Primary Election Facility Use Fee	150.00	150.00
10904	3318 - FREDON ANIMAL HOSPITAL	PO 65078 B: VETERINARY SERVICES	115.00	
		PO 65078 B: VETERINARY SERVICES	154.50	
		PO 65078 B: VETERINARY SERVICES	43.50	313.00
10905	172 - FRISBIE, RITA	PO 65616 MEDICARE PART B REIMB	1,048.20	1,048.20
10906	109 - FURGIUELE, CAMILLE	PO 65617 MEDICARE PART B REIMB	1,048.20	1,048.20
10907	4398 - GLOBAL RECYCLING SOLUTIONS LLC	PO 65080 B: Recycling Collection: Jan to Dec 2024	1,012.48	1,012.48
10908	2313 - GRAVITY DESIGN WORKS, INC.	PO 65772 Town - Wide Garage Sale Banner date chan	50.00	50.00
10909	490 - GRENNILLE, WILLIAM	PO 65618 MEDICARE PART B REIMB	2,096.40	2,096.40
10910	4450 - GYLES-ZITO DANIELE	REFUND GIFT BAG SUPP'S MISS NEWTON	75.50	75.50
10911	4419 - HAVENS DEBORAH	PO 65619 MEDICARE PART B REIMB	1,048.20	1,048.20
10912	230 - HAYEK'S MARKET INC.	PO 65792 Intern welcome lunch	28.16	
		PO 65792 Intern welcome lunch	15.17	43.33
10913	4163 - HENDERSON PROMOS, LLC	PO 65830 PROMOTIONAL ITEMS	3,763.50	3,763.50
10914	3876 - HOLLAND COMPANY, INC.	PO 65054 B: EPIC 2400 (\$149,000 @ \$5.71/Gal) Jan	11,488.52	11,488.52
10915	1866 - HOME DEPOT, INC.	PO 65560 B: POOL SUPPLIES	1,183.95	
		PO 65826 Election Supplies	67.82	1,251.77

List of Bills - CLEARING/CLAIMS

Meeting Date: 06/10/2024 For bills from 05/30/2024 to 06/07/2024

Check#	Vendor	Description	Payment	Check Total
10916	173 - ILIFF, JOHN	PO 65620 MEDICARE PART B REIMB	1,048.20	1,048.20
10917	332 - J & D SALES & SERVICE, LLC.	PO 65024 WATER RECYLC MAINT RENEW 1/2024 - 12/202	250.00	250.00
10918	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 65314 B: PLANNER	2,607.50	
		PO 65811 March services	420.00	
		PO 65812 March services Convent Capital B22.10 L	300.00	
		PO 65817 January services Marotta-Godkar LLC B5.0	300.00	
		PO 65820 April services Sussex Realty I, LLC B7.09	1,170.00	
		PO 65845 NPP GRANT -APR	1,290.00	6,087.50
10919	113 - JCP&L	PO 64955 B: ELECTRIC	5,620.55	
		PO 65138 B: EV CHARGING STATION	540.66	6,161.21
10920	3772 - JK HVAC SERVICE, LLC.	PO 65848 Townhall Rpr Air Conditioning System	2,585.36	2,585.36
10921	3644 - JOHNNY ON THE SPOT, LLC.	PO 65195 B: PORT-O-JOHN FOR 6 COMMUNITY EVENTS 2	150.00	150.00
10922	3644 - JOHNNY ON THE SPOT, LLC.	PO 65275 Park Porta John Rental - Jan to Dec 2024	1,345.00	1,345.00
10923	4173 - JORRITSMAN, BRUCE	PO 65621 MEDICARE PART B REIMB	3,090.00	3,090.00
10924	276 - KAYS, PETER J.	PO 65622 MEDICARE PART B REIMB	1,048.20	1,048.20
10925	2569 - KIEFFER ELECTRIC, INC.	PO 65841 Newton Pool Overhead Light Repairs	2,127.95	
		PO 65850 Electrical Repairs/ Reinstall Pole due t	8,355.64	10,483.59
10926	2767 - KILDUFF JAMES	PO 65623 MEDICARE PART B REIMB	1,048.20	1,048.20
10927	1442 - KITCART, EILEEN	PO 65624 MEDICARE PART B REIMB	1,545.00	1,545.00
10928	3711 - KKPR MARKETING & PUBLIC RELATIONS,	PO 64988 B: PUBLIC RELATIONS & SPECIAL EVENTS MAR	1,437.50	
		PO 64988 B: PUBLIC RELATIONS & SPECIAL EVENTS MAR	1,700.00	3,137.50
10929	1011 - LASSO, ERVIN	PO 65625 MEDICARE PART B REIMB	1,048.20	1,048.20
10930	2300 - LOWE'S, INC.	PO 65832 Shop Supplies	20.88	20.88
10931	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 65286 B: Liq Sodium Hydroxide (\$23,540. @ \$4.2	2,354.00	2,354.00
10932	62 - MGL FORMS - SYSTEMS, LLC.	PO 65714 TAX COLLECTOR-ESTIMATED BILLS	363.00	
		PO 65721 WATER/SEWER BILLS AND ENVELOPES FOR TWO	700.00	1,063.00
10933	4381 - MID-AMERICAN ELEVATOR CO., INC.	PO 65098 B: ELEVATOR MAINT (TH & POLICE) Jan - De	510.00	510.00
10934	2865 - MILLS STEVE	PO 65626 MEDICARE PART B REIMB	1,048.20	1,048.20
10935	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 65823 Supplies for DPW/ Concrete tools	191.90	191.90
10936	1884 - MORRIS, THOMAS & BULAH	PO 65627 MEDICARE PART B REIMB	2,096.40	2,096.40
10937	336 - NEWTON TROPHY	PO 65217 Miss Newton Contest trophies	142.50	
		PO 65774 Plaque Award	115.00	257.50
10938	213 - NEWTON VETERINARY HOSPITAL	PO 65765 EMERGENCY VETERINARY FEE	258.28	258.28
10939	4816 - NIELSEN FORD OF MORRISTOWN INC	PO 65377 NJ State Purchase & Property #23-Fleet-3	63,304.00	63,304.00
10940	1742 - NJ MUNICIPALITIES	PO 65801 RENEW SUBSCRIPTION NJSML MAG ID 24M-9063	175.00	175.00
10941	1762 - NJSACOP	PO 65503 OPRA COURSE	299.00	
		PO 65768 FRONT LINE SUPERVISION PROGRAM	600.00	899.00
10942	4681 - NORTHEAST COMMUNICAITONS INC.	PO 65762 N0121PD MOBILE CONTROL STATION	1,232.40	1,232.40
10943	4639 - OLMSTED MURAL GROUP	PO 65798 2024 Mini Mural Project -NPP	1,965.63	1,965.63
10944	4383 - OPTIMUM	PO 64956 B: DIGITAL CONVERTERS & DTA'S	69.70	69.70
10945	3047 - PANDISCIA MICHAEL	PO 65628 MEDICARE PART B REIMB	2,096.40	2,096.40
10946	64 - FELLOW, HAROLD & ASSO, INC.	PO 65814 February services	270.26	
		PO 65815 2024 gas plan review and inspection	664.00	
		PO 65819 Punctu Equil	2,320.75	
		PO 65836 Water&Ham.St LLC (Trinity Pt)	67.50	
		PO 65837 Punctu Equil/Diller Ave	674.50	
		PO 65838 Sussex Realty I, LLC	106.50	
		PO 65839 WATER ST HOLDINGS, LLC	177.50	
		PO 65840 Punctu Equil/Diller Ave	1,044.00	5,325.01
10947	64 - FELLOW, HAROLD & ASSO, INC.	PO 65851 2024 NJDOT TRUST FUND DOUMA CT RESURFACI	6,287.65	6,287.65
10948	4204 - PLANET NETWORKS INC.	PO 64951 B: PHONE SYSTEM HOSTING/INTERNET/LICENSE	2,766.05	2,766.05
10949	4204 - PLANET NETWORKS INC.	PO 65753 TOWN HALL CAMERA UPGRADES	1,268.99	1,268.99
10950	2212 - PROCESS TECH SALES AND SERVICE	PO 65786 WATER PLANT TURBIDITY PM/Service	3,918.31	3,918.31
10951	4126 - PROFESSIONAL CONSULTING INC.	PO 65852 WTP PIPE PAINTING/VALVE REPLACEMENT -FEB	2,362.50	2,362.50
10952	39 - QUILL CORPORATION	PO 64973 B: NPD OFFICE SUPPLIES	35.97	
		PO 64973 B: NPD OFFICE SUPPLIES	35.97	71.94
10953	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 64945 B: GAS ACCT #40382, Contract until 10/	9,181.61	9,181.61
10954	1274 - RANSNORTH, NANCY	PO 65629 MEDICARE PART B REIMB	1,048.20	1,048.20
10955	4203 - RAPID PUMP	PO 65163 Sub-Trash Pump - Merriam Pump Station (W	42,000.00	42,000.00
10956	1112 - RICHARDS, JEAN	PO 65630 MEDICARE PART B REIMB	1,048.20	1,048.20
10957	1883 - ROMYNS, LARRY E.	PO 65631 MEDICARE PART B REIMB	2,096.40	2,096.40
10958	3615 - ROSELLEN ANN M	PO 65632 MEDICARE PART B REIMB	1,048.20	1,048.20

List of Bills - CLEARING/CLAIMS

Meeting Date: 06/10/2024 For bills from 05/30/2024 to 06/07/2024

Check#	Vendor	Description	Payment	Check Total
10959	4729 - SAFELITE AUTOGLASS	PO 65796 Repair to PD Vehicle	971.69	971.69
10960	55 - SCHMIDT'S WHOLESALE, INC	PO 63787 Meters/Torx/Gaskets	11,862.45	
		PO 64870 Meters/Torx/Gaskets	92.10	
		PO 64870 Meters/Torx/Gaskets	20,052.03	32,006.58
10961	126 - SCMUA	PO 64977 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	1,081.77	
		PO 64977 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	2,363.70	3,445.47
10962	4830 - SEARCH GEEK SOLUTIONS LLC	PO 65682 SEO Plan - Implementation and monthly se	1,416.67	1,416.67
10963	611 - SEBRING AUTO PARTS, INC.	PO 65280 B: Auto Spls/Rprs	91.92	
		PO 65280 B: Auto Spls/Rprs	11.36	
		PO 65783 Automotive Receipts 2023	181.84	285.12
10964	2145 - SEELY BROTHERS, INC.	PO 65805 FLAGS	174.00	174.00
10965	2458 - SIMON PETER SPORT, INC.	PO 65833 LOWER PARTS KIT	74.99	74.99
10966	1489 - SMALLEY, JOHN H	PO 65634 MEDICARE PART B REIMB	2,096.40	2,096.40
10967	338 - SMITH, WILLIAM F	PO 65649 MEDICARE PART B REIMB	2,096.40	2,096.40
10968	1461 - SPARTA READY MIX, INC.	PO 65844 Pool Prep - Concrete Pad	1,780.00	1,780.00
10969	2257 - STAPLES	PO 64972 B: NPD OFFICE SUPPLIES	121.97	
		PO 65718 Signature Stamp - HR Director	32.99	
		PO 65773 ADDING MACH TAPE & PENS	8.96	
		PO 65773 ADDING MACH TAPE & PENS	4.82	
		PO 65804 OFFICE SUPPLIES FOR COMMUNITY DEVELOPMEN	69.72	238.46
10970	4144 - SUBURBAN CONSULTING ENGINEERS, INC.	PO 64237 B.ENGINEERING DESIGN MOORE'S BROOK	3,682.00	
		PO 64238 B.ENGINEERING MEMORY PARK INFRASTRUCTURE	10,889.75	
		PO 64513 MOORES BROOK DREDGING STORMWATER MANAGEM	1,215.00	
		PO 65639 ORD #2024-10 W/S VEHICLES	2,855.00	18,641.75
10971	4072 - SUMMIT SOUNDZ ENTERTAINMENT LLC	PO 65562 25FT SCREEN W/ SURROUND SOUND - JULY &	875.00	
		PO 65562 25FT SCREEN W/ SURROUND SOUND - JULY &	1,925.00	2,800.00
10972	3442 - SUNLIGHT GENERAL	PO 64996 B: ELECTRIC DPW/STP	1,143.38	
		PO 64996 B: ELECTRIC DPW/STP	2,101.79	3,245.17
10973	102 - SUSSEX CAR WASH INC	PO 64995 B: CAR WASHES	256.00	256.00
10974	1029 - SUSSEX COUNTY CLERK'S ASSN	PO 65770 Seminar - June 11, 2024	55.00	
		PO 65835 Seminar - June 11, 2024	15.00	70.00
10975	3603 - SUSSEX COUNTY COMMUNITY COLLEGE	PO 65849 FIRE FIGHTER ONE/TWO A HEWITT	500.00	500.00
10976	130 - SUSSEX COUNTY P & H, INC.	PO 65100 B: PLUMBING SUPPLIES	6.97	6.97
10977	2479 - TAYLOR OIL CO., INC.	PO 64946 B: DIESEL ACCT #01-0062714	2,559.95	2,559.95
10978	4472 - THE FARMER'S DAUGHTER	PO 65854 6/5/24 - Town/GNCC Dinner	50.26	
		PO 65854 6/5/24 - Town/GNCC Dinner	93.33	143.59
10979	1711 - THE STAR-LEDGER	PO 65806 Digital subscription	10.99	
		PO 65806 Digital subscription	20.41	31.40
10980	2025 - THOMSON REUTERS -WEST	PO 65775 2024 Title 39 NJ Vehicle Code Book	428.00	428.00
10981	4814 - TNS CONSTRUCTION, LLC.	PO 65394 FIRE HOUSE #1 RENOVATIONS	247,156.00	247,156.00
10982	2880 - TRACTOR SUPPLY	PO 65026 B: ACO EQUIP	98.22	
		PO 65779 Parks/Landscape cust #6035301203147200	30.94	129.16
10983	4013 - TRANSUNION ALTERNATIVE RISK & DATA,	PO 65831 ONLINE INVESTIGATION SERVICE acct #7971	75.00	75.00
10984	1151 - TREASURER, STATE OF NEW JERSEY	PO 65784 SURFACE WATER PERMIT (7/1/23-6/30/24) #5	2,300.00	
		PO 65785 PROG ID #46681 ANNUAL SURFACE WATER WWTP	13,364.24	
		PO 65821 EMERGENCY GENERATOR 5yr PERMIT - MORRIS	885.00	16,549.24
10985	4130 - UNITED FIRE PROTECTION CORP.	PO 65780 Rpr - Wheelock & Weatherproof Strobe: Fl	988.00	988.00
10986	4152 - UNITED SITE SERVICES, INC	PO 64948 B: CHEMICAL WASTE REMOVAL WTP A/C #7473	498.33	
		PO 64949 B: SLUDGE REMOVAL STP A/C #74732 (\$1	18,141.20	18,639.53
10987	2428 - VERA RUMSEY	PO 65633 MEDICARE PART B REIMB	1,048.20	1,048.20
10988	1739 - VERIZON CONNECT	PO 64994 B: VEHICLE TRACKING ACCT #100000172484	833.80	833.80
10989	4258 - VIRGA, ANTHONY	PO 65635 MEDICARE PART B REIMB	1,048.20	1,048.20
10990	2635 - W.B. MASON, INC.	PO 65778 Clerk's Office Supplies CUST #C1329496	102.06	
		PO 65802 Code Enforcement- Black printer toner ca	111.99	214.05
10991	366 - WAGNER, WILLIAM	PO 65636 MEDICARE PART B REIMB	2,096.40	2,096.40
10992	1500 - WALMART	PO 65557 B: Concessions for the Pool	1,745.00	
		PO 65847 WTP COOLER	21.88	1,766.88
10993	3758 - WALTER CHADWICK	PO 65828 CDL Physical	125.00	125.00
10994	1144 - WEINER LESNIAK	PO 65809 Marotta-Godkar April services	774.00	
		PO 65810 4 GRACE AVE, LLC April services	360.00	
		PO 65813 March services Convent Capital B22.10 Lo	252.00	
		PO 65816 Professional services Marotta-Godkar LLC	864.00	2,250.00

List of Bills - CLEARING/CLAIMS

Meeting Date: 06/10/2024 For bills from 05/30/2024 to 06/07/2024

Check#	Vendor	Description	Payment	Check Total
10995	633 - WEIS MARKETS, INC.	PO 65853 Miss Newton Contest refreshments	22.36	22.36
10996	4822 - WILDFLOWERS OF SUSSEX COUNTY	PO 65794 Sympathy arrangement - Zukowski Family	80.00	80.00
10997	136 - ZENES, NANCY	PO 65637 MEDICARE PART B REIMB	1,048.20	1,048.20
TOTAL				657,855.65

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	3,943.37			
01-201-20-105-200	HUMAN RESOURCE - OTHER EXPENSES	1,514.54			
01-201-20-110-200	TOWN COUNCIL - OTHER EXPENSES	370.00			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	187.09			
01-201-20-121-200	ELECTIONS - OTHER EXPENSES	250.97			
01-201-20-130-200	FINANCE ADMINISTRATION - OTHER EXPENSES	8.96			
01-201-20-145-200	COLLECTION OF TAXES - OTHER EXPENSES	363.00			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	2,607.50			
01-201-21-181-200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	69.72			
01-201-22-196-200	CODE ENFORCEMENT - OTHER EXPENSES	111.99			
01-201-23-220-300	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	39,171.00			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	2,660.88			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	1,232.40			
01-201-25-255-200	FIRE DEPARTMENT - OTHER EXPENSES	1,715.00			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	3,911.88			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	3,408.92			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	7,629.00			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	1,557.60			
01-201-27-330-200	BOARD OF HEALTH - OTHER EXPENSES	40.00			
01-201-27-331-200	OCCUPATIONAL HEALTH - OTHER EXPENSES	492.50			
01-201-27-340-200	ANIMAL CONTROL - OE	834.45			
01-201-28-370-200	RECREATION - OTHER EXPENSES	240.36			
01-201-28-371-200	SWIMMING POOL - OTHER EXPENSES	2,745.20			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	319.96			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	27,910.70			
01-201-32-465-200	RECYCLING TAX (PL2007 c.311)O/S CAP	30.33			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	428.00			
01-201-44-900-000	CAPITAL IMPROVEMENTS - OTHER EXPENSES	10,061.26			
01-203-26-315-200	(2023) VEHICLE MAINTENANCE - OTHER EXPENSES		181.84		
01-260-05-100	DUE TO CLEARING			0.00	113,998.42
TOTALS FOR	CURRENT FUND	113,816.58	181.84	0.00	113,998.42
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			34,870.00	
02-260-05-100	Due to Clearing			0.00	34,870.00
TOTALS FOR	STATE AND FEDERAL GRANTS	0.00	0.00	34,870.00	34,870.00
04-215-55-913-000	ORD 22-21 amendORD 20-10 MEM PK ORD 23-2			15,786.75	
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			63,304.00	
04-215-55-925-000	ORD 2024-4 FIRE HOUSE 1 RENOVATIONS			247,156.00	
04-215-55-926-000	ORD 2024-11 VAR CAP IMP			6,287.65	
04-260-05-100	Due to Clearing			0.00	332,534.40
TOTALS FOR	GENERAL CAPITAL	0.00	0.00	332,534.40	332,534.40

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
08-215-55-917-000	ORD 2023-27 WS IMP'S FF			42,000.00	
08-215-55-919-000	ORD 2024-9 VAR WS IMP. FF			2,362.50	
08-260-05-100	DUE TO CLEARING			0.00	44,362.50
TOTALS FOR	WATER/SEWER UTILITY CAPITAL	0.00	0.00	44,362.50	44,362.50
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	86,053.74			
09-203-56-501-200	(2023) W&S OPERATING - TOTAL OTHER EXPENSES		32,006.58		
09-260-05-100	DUE TO CLEARING			0.00	118,060.32
TOTALS FOR	WATER/SEWER UTILITY	86,053.74	32,006.58	0.00	118,060.32
31-260-05-100	DUE TO CLEARING			0.00	11,332.51
31-286-56-102-000	ENGINEER REVIEW FEES			9,587.51	
31-287-56-107	RES RECREATION (ALL)			1,745.00	
TOTALS FOR	TRUST	0.00	0.00	11,332.51	11,332.51
33-260-05-100	DUE TO CLEARING			0.00	2,697.50
33-286-56-108-000	WATER ST HOLDINGS,LLC REDEV			177.50	
33-286-56-109-000	NEWTON 213 LLC - SHOP RITE			2,520.00	
TOTALS FOR	DEVELOPERS ESCROW	0.00	0.00	2,697.50	2,697.50

Total to be paid from Fund 01 CURRENT FUND	113,998.42
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	34,870.00
Total to be paid from Fund 04 GENERAL CAPITAL	332,534.40
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	44,362.50
Total to be paid from Fund 09 WATER/SEWER UTILITY	118,060.32
Total to be paid from Fund 31 TRUST	11,332.51
Total to be paid from Fund 33 DEVELOPERS ESCROW	2,697.50

	657,855.65

Checks Previously Disbursed

8896	NJMVC	REGISTRATION FORD F250 XL 4WD	60.00	5/30/2024
10864	JOSEPH D CALABRESE	PO# 64952 B: LOGISTICS FOR SPECIAL EVENTS	125.00	6/01/2024
10865	HFE SERVICES LLC	Multiple:	8,850.00	6/03/2024
10866	VOUGH ADAM	PO# 65742 BOOT ALLOWANCE 2024 Contractual	275.00	6/04/2024
10867	KRAVITZ KIMBERLY J	Multiple:	750.00	6/05/2024
10868	L.L. BEAN INC.	Multiple:	352.55	6/05/2024
42790	FRANK, AVERY	PO# 65776 Civic Leadership Award - 2024	1,000.00	5/30/2024
42791	WITMER PUBLIC SAFTEY GROUP, iINC.	PO# 64896 HOSE	3,036.92	6/04/2024
240140	ELAVON, INC.	MAY COURT MERCHANT FEE	143.97	6/05/2024
242038	PUBLIC EMPLOYEE RETIRE SYSTEM	May's PERS to state	18,000.00	6/04/2024
242039	POLICE & FIRE RETIREMENT SYSTEM	May's PFRS to State	19,000.00	6/04/2024

			51,593.44	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	10,925.05	113,998.42	124,923.47
Fund 02 STATE AND FEDERAL GRANTS		34,870.00	34,870.00
Fund 04 GENERAL CAPITAL	60.00	332,534.40	332,594.40
Fund 08 WATER/SEWER UTILITY CAPITAL		44,362.50	44,362.50
Fund 09 WATER/SEWER UTILITY	3,608.39	118,060.32	121,668.71
Fund 20 PAYROLL	37,000.00		37,000.00
Fund 31 TRUST		11,332.51	11,332.51
Fund 33 DEVELOPERS ESCROW		2,697.50	2,697.50

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
<hr/>					
	BILLS LIST TOTALS	51,593.44	657,855.65	709,449.09	=====



TOWN OF NEWTON

RESOLUTION #175-2024

June 10, 2024

“Appointment of a Public Defender for the Town of Newton”

WHEREAS, the Town of Newton has a need to acquire legal counsel for certain specific matters under non-fair and open contracts pursuant to provisions of N.J.S.A. 19:44A-20; and

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

WHEREAS, Orlando R. Rodriguez, Esq. has expressed interest in serving as the Public Defender for the Town of Newton; and

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

WHEREAS, the anticipated term of this contract is for the remainder of calendar year 2024; and

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton authorizes the Mayor and Municipal Clerk to execute an agreement in duplicate with Orlando R. Rodriguez, Esq. as described herein; and

BE IT FURTHER RESOLVED, a fully executed copy of this agreement be provided to Orlando R. Rodriguez, Esq. with a certified copy of this Resolution and advertised according to State Statute.

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, June 10, 2024.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

REQUIRED DISCLOSURE RESOLUTION AND AGREEMENT FOR PROFESSIONAL SERVICES

MUNICIPAL PUBLIC DEFENDER

WHEREAS, there exists a need for a public defender to be appointed to represent the Town of Newton and Green Township through the shared court services agreement with respect to municipal matters, for calendar year 2024; and

WHEREAS, Orlando R. Rodriguez, Esq., has indicated that all such services will be rendered to the Town of Newton on the basis of an annual fee of **\$13,500**, which the Newton Town Council deems fair and equitable for said professional services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for “professional services” without competitive bids, and the contracts themselves, must be available for public inspection; and

WHEREAS, this contract is being awarded pursuant to a “required disclosure” process in accordance with the tenets of N.J.S.A. 19:44A-20.4 et. Seq.; and

WHEREAS, Mr. Rodriguez agrees to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and agrees to comply with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(a) of said Regulations; and

WHEREAS, the Town and Mr. Rodriguez agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time to time and agree to comply with the terms, provisions, and obligations of said section 5.3; and

WHEREAS, Orlando R. Rodriguez, Esq., , has completed and submitted a Business Entity Disclosure Certification and Political Disclosure Contribution form, which certifies Orlando R. Rodriguez, Esq., , has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one year, and that the contract will prohibit Orlando R. Rodriguez, Esq., , from making any reportable contributions through the term of the contract; and

WHEREAS, the Town of Newton’s Chief Financial Officer certifies funds will be provided in the 2021 Municipal Current Budget – ‘Legal Services – Other Expenses’ for expenditures pertaining to this open-ended contract for said municipal matters;

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

- 1) The Mayor and Clerk of the Town of Newton are hereby authorized and directed to execute a duplicate of this Resolution which shall act as the authorization and agreement between the Town of Newton and Orlando R. Rodriguez, Esq., providing for his retention as Municipal Public Defender in and on behalf of the Town of Newton for calendar year 2024.
- 2) The services to be rendered by Orlando R. Rodriguez, Esq., shall be at a rate not to exceed **\$13,500**

annually as Municipal Public Defender for the Town of Newton and Green Township through the shared court services agreement.

3) This contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A:11-1(1)(a) of the Local Public Contracts Law, because Orlando R. Rodriguez, Esq., is a licensed attorney of the State of New Jersey and, as such, is duly qualified as a professional to carry out the subject services which are expressly exempt from the Local Public Contracts bidding requirements and the candidate complies with all requirements for appointment without public bidding under N.J.S. 19:44A-1 et seq.

4) Political Contribution Disclosure. This contract has been awarded to Orlando R. Rodriguez, Esq., based on the merits and abilities of Orlando R. Rodriguez, Esq., to provide the goods or services as described herein. The undersigned does hereby attest that he and all those who control in excess of 10% of the law firm in which he is a member has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A., 19:44a-8 or 19:44a-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Town of Newton, County of Sussex if a member of that political party is serving an elective public office of that Town when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Town when the contract is awarded.

5) Notice of this action shall be published once in the *New Jersey Herald*.

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC, Municipal Clerk

Mayor

I hereby acknowledge executing this duplicate Resolution and agree to be bound by its terms, covenants, and conditions for the year 2024.

Date: _____

Orlando R. Rodriguez, Esq.,

TOWN OF NEWTON

RESOLUTION #176-2024 AND AGREEMENT FOR PROFESSIONAL SERVICES

ALTERNATE MUNICIPAL PUBLIC DEFENDER

WHEREAS, there exists a need for special counsel to be appointed as Alternate Municipal Public Defender to represent defendants before the Town of Newton Municipal Court for calendar year 2024; and

WHEREAS, John Grey, Esq., has agreed to perform the services of Alternate Municipal Public Defender at a rate of \$150.00 per client, with an amount not to exceed \$1,500.00 which the Newton Town Council deems fair and equitable for said professional services; and

WHEREAS, the Town of Newton's Chief Financial Officer certifies funds will be provided in the 2024 Municipal Current Budget – 'Legal Services – Other Expenses' for expenditures pertaining to this open-ended contract for said municipal matters; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "professional services" without competitive bids and the Contract itself, must be available for public inspection;

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

1. The Mayor and Clerk of the Town of Newton are hereby authorized and directed to execute a duplicate of this resolution which shall act as the authority and agreement between the Town of Newton and John Grey, Esq., providing for his retention as Alternate Municipal Public Defender in and on behalf of the Town of Newton for calendar year 2024.
2. The services to be rendered by John Grey, Esq., shall be on a per defendant basis, on an as needed requirement, as sought by certain defendants required to appear before the Newton Municipal Court, at a rate of \$150.00 per client with an amount not to exceed \$1,500.00.
3. This contract is awarded without competitive bidding as a "professional service", in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, because John Grey, Esq., is a licensed attorney of the State of New Jersey, and as such is duly qualified as a professional to carry out the subject services, which are expressly exempt from the Local Public Contracts bidding requirements and the candidate complies with all requirements for appointment without public bidding under N.J.S. 19:44A-1 et seq.
4. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the Town of Newton is not obligated to spend that amount.
5. Notice of this action shall be printed once in the *New Jersey Herald*.

ATTEST:

TOWN OF NEWTON

Teresa A. Oswin, RMC, Municipal Clerk

John-Paul E. Couce, Mayor

I hereby acknowledge executing this duplicate Resolution and agree to be bound by its terms, covenants, and conditions for the year 2024.

Date: _____

John Grey, Esq.



TOWN OF NEWTON

RESOLUTION #177-2024

June 10, 2024

"Resolution Rescinding Resolution #165-2024"

WHEREAS, it has been found necessary to make an Emergency Appropriation to meet certain extraordinary expenses incurred, or to be incurred, due to the damage to the WWTP RBC incurred as a result of the earthquake(s) and its aftershocks that recently took place; and

WHEREAS, in order to accomplish same, the Town of Newton recently passed Resolution #165-2024 authorizing said emergency appropriation pursuant to N.J.S.A. 40A:4-55.13; and

WHEREAS, the subject emergency appropriation resulting from the earthquake should be authorized pursuant to N.J.S.A. 40A:4-46 rather than N.J.S.A. 40A:4-55.13; and

WHEREAS, the Town of Newton will be authorizing said emergency appropriation pursuant to N.J.S.A. 40A:4-46 via Resolution to be adopted by the Town Council and, therefore, desires to rescind Resolution #165-2024 to accomplish same;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey that it hereby rescinds Resolution #165-2024.

Teresa A. Oswin, RMC
Municipal Clerk

John-Paul E. Couce, Mayor
Town of Newton

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 10, 2024.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #178-2024

June 10, 2024

"Resolution Authorizing Special Emergency Appropriation for Emergency Expense Pursuant to N.J.S.A. 40A:4-46"

WHEREAS, it has been found necessary to make an Emergency Appropriation to meet certain extraordinary expenses incurred, or to be incurred, due to the damage to the WWTP RBC incurred as a result of the earthquake(s) and its aftershocks that recently took place; and

WHEREAS, N.J.S.A. 40A:4-46 authorizes the municipality to make said emergency appropriation, after the adoption of a budget, for a purpose which is not foreseen at the time of the adoption thereof, or for which adequate provision was not made therein and that said appropriation shall be made to meet a pressing need for public expenditure to protect or promote the public health, safety, morals, or welfare;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey (by not less than two-thirds of all Governing Body members affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-46 an emergency appropriation is hereby made for the replacement of the WWTP RBC in the total amount of \$582,900.00; and

BE IT FURTHER RESOLVED, that the emergency appropriation shall be provided for in full in the next year's succeeding budget, which total amount may be reduced by the procurement of insurance proceeds; and

BE IT FURTHER RESOLVED, that two (2) certified copies of this resolution will be filed with the Director of the Division of Local Government Services.

Teresa A. Oswin, RMC
Municipal Clerk

John-Paul E. Couce, Mayor
Town of Newton

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 10, 2024.

Teresa A. Oswin, RMC
Municipal Clerk