



**AGENDA  
NEWTON TOWN COUNCIL  
REGULAR HYBRID MEETING  
FEBRUARY 10, 2025  
7:00pm**

Please click this URL to join:

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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. PRESENTATIONS**

- a. Gunnar J. Bigley Foundation – Donation to Newton Police Department
- b. Joseph D'Annibale – Oath of Office (Chief)
- c. Daniel Finkle – Oath of Office (Lieutenant)
- d. Judy Torres – Oath of Office (Detective Sergeant)

**V. APPROVAL OF MINUTES**

- a. January 15, 2025 – Reorganization Meeting
- b. January 27, 2025 – Regular Meeting

**VI. 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.**

**VII. COUNCIL & MANAGER REPORTS**

- a. Town Manager Russo – Proclamation – February is Black History Month
- b. Councilmember Couce
- c. Councilmember Diglio
- d. Councilmember Teets
- e. Deputy Mayor Dickson
- f. Mayor Le Frois

**VIII. UNFINISHED BUSINESS**

## IX. ORDINANCES

**a.** 2<sup>nd</sup> Reading and Public Hearing

Ordinance 2025-1

An Ordinance Authorizing the Acceptance of a Land Donation Known as Block 5.04, Lot 5 (7 Cherry Street)

Ordinance 2025-2

An Ordinance to Amend, Revise, and Supplement the Town Code of the Town of Newton, County of Sussex, State of New Jersey, Chapter 266 of the Town Code, Entitled "Streets and Sidewalks," Most Notably Section 266-42, Entitled "Notices"

Ordinance 2025-3

An Ordinance to Amend, Revise, and Supplement the Town Code of the Town of Newton, County of Sussex, State of New Jersey, Chapter 105, Entitled "Filming", Most Notably Section 105-3, Entitled "Issuance of Permits" and Section 105-4, Entitled "Performance of Permit Holder"

**b.** Introduction

Ordinance 2025-4

An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank

## X. CONSENT AGENDA

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

**a.** Resolution #77-2025\*

Approval of Extension of Contract Chemical Supply Bid #16R-2022 - Amended

**b.** Resolution #78-2025\*

Resolution of the Town of Newton, in the County of Sussex, New Jersey, Determining the Form and Other Details of its "Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank", to be Issued in the Principal Amount Not To Exceed \$2,155,000, 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

**c.** Resolution #79-2025\*

Authorize Refund of Taxes; Block 18.04, Lot 8, for a 100% Disabled Veteran Exemption

**d.** Resolution #80-2025\*

Refund of Redemption Monies to Outside Lien Holder for Block 5.05, Lot 12, also known as 18 Clinton Street

**e.** Resolution #81-2025\*

Authorize the Award of a Required Disclosure Contract with Interior Motives for Fire House Furniture

**f.** Resolution #82-2025\*

Approval of a Renewal Application for Taxicab Driver's License for Glenn T. Spicer

- g.** Resolution #83-2025\* Approval of a Renewal Application for Taxicab Driver's License for Doragail Spicer
- h.** Resolution #84-2025\* Approval of a Renewal Application for Taxicab Owner's License for Doragail Spicer t/a DADS Taxi & Limo
- i.** Resolution #85-2025\* Concur with the Town Manager's Appointment of School Crossing Guards for 2024-2025 School Year
- j.** Resolution #86-2025\* Approve 2024 Appropriation Reserve Transfers – Amended
- k.** Resolution #87-2025\* Approve Bills and Vouchers

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

**XII. DISCUSSION**

- a.** Construction Permit Fees

**XIII. COUNCIL & MANAGER COMMENTS**

**XIV. ADJOURNMENT**

Office of the Mayor

Newton, New Jersey

# Proclamation

## Black History Month

February 2025

*WHEREAS, Black History Month is celebrated annually in February to recognize the contributions that African Americans have made to American history; and*

*WHEREAS, Black History Month provides an opportunity to reflect on the significant roles African Americans have played in shaping our nation's history; and*

*WHEREAS, Black History Month is an opportunity to celebrate the achievements of African Americans and to recognize their central role in American history; and*

*WHEREAS, Black History Month provides an opportunity to educate the public about the important contributions of African Americans to our society; and*

*WHEREAS, the Newton Town Council recognizes the importance of Black History Month and encourages all residents to participate in activities that celebrate the achievements of African Americans and promote greater understanding of their contributions to our society;*

*NOW, THEREFORE, we, the Mayor and Town Council of the Town of Newton, hereby proclaim **February 2025** as **Black History Month** in the Town of Newton and encourage all residents to participate in activities that celebrate the achievements of African Americans and promote greater understanding of their contributions to our society.*

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

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

Date: \_\_\_\_\_

# TOWN OF NEWTON

## ORDINANCE 2025-1

### **AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A LAND DONATION KNOWN AS BLOCK 5.04, LOT 5 (7 CHERRY STREET)**

**WHEREAS**, Town Square Gardens, LLC, the owner of a certain property located in the Town of Newton ("Town") and designated as Block 5.04, Lot 5 on the official Tax Map of the Town, otherwise known as 7 Cherry Street ("Property"), has approached the Town to offer the Property to the Town by donation; and

**WHEREAS**, the Town is authorized to acquire land by donation in accordance with the provisions of the New Jersey Local Lands and Building Law, N.J.S.A. 40A:12-1 et seq. and, specifically, N.J.S.A. 40A:12-5(a)(1), pursuant to a duly adopted ordinance; and

**WHEREAS**, the Town has, after consultation with its Tax Assessor and engineering professionals, determined that the acceptance of the donation of this land is in the best interests of the Town of Newton; and

**WHEREAS**, the Town desires to accept the donation of the Property, subject to due diligence regarding environmental or any other issues that may affect the Town's acceptance and ownership of the Property;

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

1. The Town of Newton is hereby authorized in accordance with the provisions of the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq., to accept the donation and transfer of the land known as:
  - a. Block 5.04, Lot 5 on the official Tax Map of the Town of Newton, also known as 7 Cherry Street.
2. The acceptance of the Property is subject to and contingent upon final review, which includes the Town and/or its professionals conducting due diligence regarding environmental and any other issues that may affect the Town's acceptance and/or ownership of the Property and receiving adequate assurance that the Property is free of environmental and/or any other deleterious substances.
3. The Town Manager, the Town Clerk, and Town Attorney are hereby authorized to take all necessary action to implement the acceptance of the Property.
4. The Town Attorney is authorized to prepare any and all necessary documents and the Mayor and Town Clerk are authorized, as may be required, to execute any and all necessary documents for the acceptance by the Town of Newton for this Property.

**BE IT FURTHER ORDAINED** that:

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

(2) This Ordinance shall take effect upon due passage and publication in accordance with law.

**NOTICE**

**TAKE NOTICE** that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, January 27, 2025. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on February 10, 2025 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk

## TOWN OF NEWTON

### ORDINANCE 2025-2

#### AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT THE TOWN CODE OF THE TOWN OF NEWTON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, CHAPTER 266 OF THE TOWN CODE, ENTITLED "STREETS AND SIDEWALKS," MOST NOTABLY SECTION 266-42, ENTITLED "NOTICES"

**WHEREAS**, Chapter 266 of the Town Code addresses streets and sidewalks in Town, as well as within same the issue of notice related to said repairing, the Town would like to amend, revise, and supplement said notice to place same in accordance with the paving oversight;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey to amend, revise and supplement Chapter 266 of the Town Code, entitled "Streets and Sidewalks," most notably Section 266-42, entitled "Notices," as follows:

#### § 266-42 Notices.

"Whenever the Town Council enacts an ordinance or resolution providing for the paving and/or repaving of a street and/or sidewalk in the Town, the Supervisor or Assistant Supervisor for Public Works for the Town [municipal Clerk] shall promptly mail a written notice thereof to each person or business or corporation or company or their designee(s) owning sewers, mains, conduits, and/or other utilities in or under said street or sidewalk of owning any real property whether improved or unimproved, abutting said street or sidewalk. Such notice shall notify such persons, business, company, and/or corporation or their designee(s) that any application for an excavation permit for openings, cuts and/or excavations for work to be done in or under said street and/or sidewalk prior to such paving and/or repaving shall be submitted promptly in order that the work covered by such excavation permit [may] should be completed not later than forty-five (45) calendar days from the date of enactment of such ordinance or resolution. The Supervisor or Assistant Supervisor of Public Works [municipal Clerk] shall also promptly mail copies of such notice to all known occupants of all houses, buildings, and/or other structures abutting said street or sidewalk and to any governmental agencies and/or departments and/or other persons who may desire to perform excavation work in said street and/or sidewalk."

All other provisions of Chapter 266 of the Newton Town Code shall remain in full force and effect as currently exist in the Town Code.

**[Brackets] denote deletions and underlined language denotes additions**

**NOW, THEREFORE, BE IT FURTHER ORDAINED THAT:**

1. Severability. If any provision of this Ordinance or the application of this Ordinance to any person or circumstances is held invalid, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.
2. Repealer. All ordinances or parts of ordinances or resolutions that are inconsistent with this Ordinance or any provisions of this Ordinance are hereby repealed in their entirety.
3. Effective Date. This Ordinance will take effect after publication and passage according to law.

**NOTICE**

**TAKE NOTICE** that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, January 27, 2025. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on February 10, 2025 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk

**[Brackets] denote deletions and underlined language denotes additions**

**~~Strikethrough language~~ denotes proposed stricken language and underlined language denotes new proposed language to the Ordinance.\***

## TOWN OF NEWTON

### ORDINANCE 2025-3

#### AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT THE TOWN CODE OF THE TOWN OF NEWTON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, CHAPTER 105, ENTITLED "FILMING", MOST NOTABLY SECTION 105-3, ENTITLED "ISSUANCE OF PERMITS" AND SECTION 105-4, ENTITLED "PERFORMANCE OF PERMIT HOLDER"

**WHEREAS**, the Town of Newton ("Town") has determined that there is a need to amend, revise, and supplement certain sections of Chapter 105, entitled "Filming", most notably, Section 105-3, entitled "Issuance of Permits", and Section 105-4, entitled "Performance of Permit Holder";

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that Chapter 105 of the Newton Town Code, entitled "Filming", most notably Section 105-3, entitled "Issuance of Permits", subsections (A) and (D), be amended, revised, and/or supplemented to now read as follows:

#### § 105-3. Issuance of permits.

- A. No permits will be issued by the Town Clerk unless applied for prior to ~~five~~ four (4) days before the requested shooting date; provided, however, that the Town Manager may waive the ~~five~~ four-day period if, in his judgment, the applicant has obtained all related approvals and adjacent property owners or tenants do not need to be notified. Projects may, depending on the needs of the sequence that they are filming, have to apply for and receive approval from other municipal agencies and/or departments (i.e. police, fire, zoning, animal control, department of health, etc.) before a permit can be issued.
- D. The posting of a cash bond of not ~~less~~ more than ~~\$500~~ \$1,000.00 is required. The exact amount of the maintenance bond will be determined by the Town Manager to protect the Town and to ensure that the location utilized will be left after filming in a satisfactory condition, free of debris, rubbish, and equipment, and that due observance of all Town ordinances, laws, and regulations will be followed. Within seven (7) calendar days of the completion of filming, the Town will return the bond, if there has been no damage to public property or public expense caused by the filming.

**~~Strikethrough language~~ denotes proposed stricken language and underlined language denotes new proposed language to the Ordinance.\***

**~~Strikethrough language~~ denotes proposed stricken language and underlined language denotes new proposed language to the Ordinance.\***

**BE IT FURTHER ORDAINED**, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that Chapter 105 of the Newton Town Code, entitled "Filming", most notably Section 105-4, entitled "Performance of Permit Holder", subsections (C) (E) and (F) are hereby amended, revised, and/or supplemented to now read as follows:

**§ 105-4. Performance of permit holder.**

- C. Filming in residential zones shall be permitted ~~Monday through Friday~~ seven (7) calendar days per week between the hours of 7:00 a.m. and 9:00 p.m., (camera wrap) and 10:00 p.m. (crew wrap) provided that all requests for night scenes shall be approved in the permit. The setup, production, and breakdown required by all filming shall be included in the hours as set forth herein.
- E. The Town Manager may authorize ~~filming other than during the hours herein described~~ a waiver to any provision, limitation, or restriction of this Chapter. In determining whether to ~~allow an extension of hours~~ to issue a waiver under this section, the Town Manager, in consultation with applicable Town agencies, and/or departments, shall consider the following factors:
- (1) Traffic congestion at the location caused by vehicles to be parked on the public street;
  - (2) Applicant's ability to remove film-related vehicles off the public streets;
  - (3) When the applicant is requesting restrictions on the use of public streets and/or public parking during the course of the filming;
  - (4) Nature of the film shoot itself; e.g. indoors or outdoors, day or night;
  - (5) Prior experience of the film company/applicant with the Town, if any;
  - (6) Consultation with representatives of the neighborhood wherein the filming is to take place.
- F. Copies of the approved permit shall be sent to the Police, Fire, and Public Works departments, as well as a copy to be sent to the New Jersey Motion Picture & Television Commission, before filming takes place. The applicant shall allow the Fire Prevention Bureau or other Town inspectors to inspect the site and the equipment to be used. The applicant shall comply with all safety instructions issued by the Town Fire Prevention Bureau and/or other Town inspectors and/or any other governmental inspectors/officials.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, that:

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

**~~Strikethrough language~~ denotes proposed stricken language and underlined language denotes new proposed language to the Ordinance.\***

**~~Strikethrough language~~ denotes proposed stricken language and underlined language denotes new proposed language to the Ordinance.\***

(2) This Ordinance shall take effect immediately upon due passage and publication in accordance with law.

(3) A copy of this Ordinance shall be provided to the New Jersey Motion Picture & Television Commission within ten (10) calendar days of adoption.

### **NOTICE**

**TAKE NOTICE** that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, January 27, 2025. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on February 10, 2025 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk

**~~Strikethrough language~~ denotes proposed stricken language and underlined language denotes new proposed language to the Ordinance.\***

**TOWN OF NEWTON**

**ORDINANCE 2025-4**

**CALENDAR YEAR 2025**

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

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

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two (2) succeeding years; and

**WHEREAS**, the Governing Body of the Town of Newton in the County of Sussex finds it advisable and necessary to increase its CY 2025 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety, and welfare of the citizens; and

**WHEREAS**, the Governing Body hereby determines that a 1% increase in the budget for said year, amounting to \$122,253.56 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

**WHEREAS**, the Governing Body hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two (2) succeeding years;

**NOW, THEREFORE BE IT ORDAINED**, by the Governing Body of the Town of Newton, in the County of Sussex, a majority of the full authorized membership of this Governing Body affirmatively concurring, that, in the CY 2025 budget year, the final appropriations of the Town of Newton shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$427,887.46, and that the CY 2025 municipal budget for the Town of Newton be approved and adopted in accordance with this ordinance; and

**BE IT FURTHER ORDAINED**, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two (2) succeeding years; and

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

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

Recorded Vote:

Ayes: (   
 (   
 (   
 (   
 (

Nays: (   
 (   
 (   
 (

Abstain: (

Absent: (

**NOTICE**

**TAKE NOTICE** the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on February 10, 2025. 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 February 24, 2025 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #77-2025

**February 10, 2025      "Approval of Extension of Contract  
Chemical Supply Bid #16R-2022 -  
Amended"**

**WHEREAS**, there is a need for Chemical Supplies for use at the Town of Newton Water and Sewer Treatment Plants; and

**WHEREAS** the Town publicly advertised in a fair and open manner consistent with N.J.S.A. 19:44A-20.5 and received and opened bids for Bid #16R-2022 Chemical Supply; and

**WHEREAS** the Town awarded the bid through Resolution #81-2023 on February 13, 2023; and

**WHEREAS**, the New Jersey Local Public Contracts Law at N.J.S.A. 40A:11-15 allows for two (2), one (1) year extensions to bid contracts, or one (1), two (2) year extension to bid contracts; and

**WHEREAS**, it is the desire of the Town to extend the bid contract awarded for an additional one (1) year under the tenets as found within Bid #16R-2022; and

**WHEREAS**, this resolution amends Resolution #58-2025 for JCI Chemicals per pound from \$1.5333 to \$1.62 per pound; and

**WHEREAS**, the Newton Chief Municipal Financial Officer has certified funds will be available as per the attached certification;

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

- 1. Main Pool & Chemical Co. Inc., 110 Commerce Road, Dupont, Pennsylvania 18641** is awarded a one (1) year contract for Bid Item 1 - Liquid sodium carbonate, as called for in the Specifications 90,000 gallons 15% yearly at the rate of \$1.37/gallon - \$123,300.00, 3-5 days;
- 2. Holland Company Inc., 153 Howland Avenue, Adams, Massachusetts 01220** is awarded a one (1) year contract for Bid Item 2 - Epic WWW 2400 24,000 – 26,000 gallons yearly at the rate of \$5.71/Gallon estimated yearly at \$137,040-\$148,450.00, deliverable in 1-3 days;
- 3. JCI Jones Chemicals Inc., 1765 Ringling Blvd., Sarasota, Florida 34236**, is awarded a one (1) year contract for Bid Item 3 - Liquid gas sulfur dioxide, as called for in the Specifications 10,950 pounds at the rate of \$1.62/ lb, estimated at \$17,739.00;

4. **Main Pool & Chemical Co. Inc., 110 Commerce Road, Dupont, Pennsylvania 18641**, is awarded a one (1) year contract for Bid Item 5 - Liquid Sodium Hydroxide, as called for in Specifications 5,500 gallons 25%, at the rate of \$4.28/gallon - \$23,540.00;
5. **George S. Coyne Chemical Company Inc., 3015 State Road, Croydon, Pennsylvania 19021-6997** is awarded a one (1) year contract for Bid Item 6 - Liquid Hydrofluosilic Acid, as called for in Specifications 1,250 gallons \$7.5458/gallon - \$9,432.25;
6. **Main Pool & Chemical Co. Inc., 110 Commerce Road, Dupont, Pennsylvania 18641**, is awarded a one (1) year contract for Bid Item 7 - Liquid Sodium Hypochlorite, as called for in Specifications 7,500 gallons, at the rate of \$3.90/gallon - \$29,250.00, 3-5 days.

#### **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, February 10, 2025.

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

# TOWN OF NEWTON

## CERTIFICATION OF THE AVAILABILITY OF FUNDS

(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:345.1 et seq)

**THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:**

**RESOLUTION # 77-2025**

**APPROVING: Main Pool & Chemical Co. Inc.**

**FOR THE PURPOSE OF: Liquid Sodium Carbonate – 90,000  
Gallons**

**IN THE AMOUNT OF: Not to exceed \$123,300.00**

**APPROPRIATED BY:**

**2025 Water/Sewer Utility Budget – Sewer Plant  
Chlorination/Chemicals**

*“The Maximum dollar value is based on a reasonable estimate of goods and services required over the contract term, and the Town of Newton is not obligated to expend that amount”*

**Subject to Appropriation of sufficient Funds in the 2025 Budget.**

**DATED: THIS 10th Day of February 2025**

**BY**



**THOMAS M. FERRY, CPA/RMA**

**CHIEF MUNICIPAL FINANCE OFFICER**

# TOWN OF NEWTON

## CERTIFICATION OF THE AVAILABILITY OF FUNDS

(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:345.1 et seq)

**THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:**

**RESOLUTION # 77-2025**

**APPROVING: Holland Company, Inc.,**

**FOR THE PURPOSE OF: EPIC WWW 2400 – 24,000 to 26,000  
Gallons**

**IN THE AMOUNT OF: Not to exceed \$148,450.00**

**APPROPRIATED BY:**

**2025 Water/Sewer Utility Budget – Sewer Plant  
Chlorination/Chemicals**

*“The Maximum dollar value is based on a reasonable estimate of goods and services required over the contract term, and the Town of Newton is not obligated to expend that amount”*

**Subject to Appropriation of sufficient Funds in the 2025 Budget.**

**DATED: THIS 10th Day of February 2025**

**BY** \_\_\_\_\_



**THOMAS M. FERRY, CPA/RMA**

**CHIEF MUNICIPAL FINANCE OFFICER**

# TOWN OF NEWTON

## CERTIFICATION OF THE AVAILABILITY OF FUNDS

(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:345.1 et seq)

**THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:**

**RESOLUTION # 77-2025**

**APPROVING: JCI Jones Chemicals, Inc.**

**FOR THE PURPOSE OF: Liquid Gas Sulfur Dioxide 10,950 Pounds**

**IN THE AMOUNT OF: Not to exceed \$17,739.00**

**APPROPRIATED BY:**

**2025 Water/Sewer Utility Budget – Sewer Plant  
Chlorination/Chemicals**

*“The Maximum dollar value is based on a reasonable estimate of goods and services required over the contract term, and the Town of Newton is not obligated to expend that amount”*

**Subject to Appropriation of sufficient Funds in the 2025 Budget.**

**DATED: THIS 10th Day of February 2025**

**BY** \_\_\_\_\_



**THOMAS M. FERRY, CPA/RMA**

**CHIEF MUNICIPAL FINANCE OFFICER**

# TOWN OF NEWTON

## CERTIFICATION OF THE AVAILABILITY OF FUNDS

(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:345.1 et seq)

**THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:**

**RESOLUTION # 77-2025**

**APPROVING: Main Pool & Chemical Co. Inc.**

**FOR THE PURPOSE OF: Liquid Sodium Hydroxide – 5,500 Gallons**

**IN THE AMOUNT OF: Not to exceed \$23,540.00**

**APPROPRIATED BY:**

**2025 Water/Sewer Utility Budget – Water Treatment -  
Chlorination/Chemicals**

*“The Maximum dollar value is based on a reasonable estimate of goods and services required over the contract term, and the Town of Newton is not obligated to expend that amount”*

**Subject to Appropriation of sufficient Funds in the 2025 Budget.**

**DATED: THIS 10th Day of February 2025**

**BY** \_\_\_\_\_



**THOMAS M. FERRY, CPA/RMA**

**CHIEF MUNICIPAL FINANCE OFFICER**

# TOWN OF NEWTON

## CERTIFICATION OF THE AVAILABILITY OF FUNDS

(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:345.1 et seq)

**THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:**

**RESOLUTION # 77-2025**

**APPROVING: George S. Coyne Chemical Co. Inc.**

**FOR THE PURPOSE OF: Liquid Hydrofluosilic Acid – 1,250 Gallons**

**IN THE AMOUNT OF: Not to exceed \$9,432.25**

**APPROPRIATED BY:**

**2025 Water/Sewer Utility Budget – Water Treatment -  
Chlorination/Chemicals**

*“The Maximum dollar value is based on a reasonable estimate of goods and services required over the contract term, and the Town of Newton is not obligated to expend that amount”*

**Subject to Appropriation of sufficient Funds in the 2025 Budget.**

**DATED: THIS 10th Day of February 2025**

**BY** \_\_\_\_\_



**THOMAS M. FERRY, CPA/RMA**

**CHIEF MUNICIPAL FINANCE OFFICER**

# TOWN OF NEWTON

## CERTIFICATION OF THE AVAILABILITY OF FUNDS

(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:345.1 et seq)

**THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:**

**RESOLUTION # 77-2025**

**APPROVING: Main Pool & Chemical Co. Inc.**

**FOR THE PURPOSE OF: Liquid Sodium Hypochlorite – 7,500.00  
Gallons**

**IN THE AMOUNT OF: Not to exceed \$29,250.00**

**APPROPRIATED BY:**

**2025 Water/Sewer Utility Budget – Water Treatment -  
Chlorination/Chemicals**

*“The Maximum dollar value is based on a reasonable estimate of goods  
and services required over the contract term, and the Town of Newton  
is not obligated to expend that amount”*

**Subject to Appropriation of sufficient Funds in the 2025 Budget.**

**DATED: THIS 10th Day of February 2025**

**BY** \_\_\_\_\_



**THOMAS M. FERRY, CPA/RMA**

**CHIEF MUNICIPAL FINANCE OFFICER**



## TOWN OF NEWTON

### RESOLUTION #78-2025

February 10, 2025

**“Resolution of the Town of Newton, in the County of Sussex, New Jersey, Determining the Form and Other Details of its “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank”, to be Issued in the Principal Amount Not To Exceed \$2,155,000, and Providing for the Issuance and Sale of Such Note to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Note by the Town of Newton in Favor of the New Jersey Infrastructure Bank, all Pursuant to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank”**

**WHEREAS**, the Town of Newton (the “Local Unit”), in the County of Sussex, New Jersey, has determined there exists a need within the Local Unit to acquire, construct, renovate, or install various drinking water treatment plant improvements, including all work and materials necessary therefor and incidental thereto (Project No. 1915001-001) (the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the “Environmental Infrastructure Financing Program”) of the New Jersey Infrastructure Bank (the “I-Bank”); and

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

**WHEREAS**, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount not to exceed \$2,155,000 (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 ordinances #2023-08 and #2024-25 of the Local Unit, which bond ordinances are entitled "BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$1,110,000 FOR VARIOUS WATER/SEWER IMPROVEMENTS IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$1,110,000 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION" and "BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$1,545,000 FOR VARIOUS WATER/SEWER IMPROVEMENTS IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$1,545,000 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION," respectively, and were finally adopted by the Local Unit at meetings duly called and held on April 24, 2023 and September 11, 2024, respectively, at which times 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 Municipal Finance Officer of the Local Unit (the "Chief Municipal Finance 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 Municipal Finance Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

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

- (a) the principal amount of the Note to be issued shall be an amount not to exceed \$2,155,000;
- (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-25-1";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Municipal Finance 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, February 10, 2025.

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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**

\$ \_\_\_\_\_, 2025

**NJWB - CFP – 2025-1**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 2028. 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, 2028, 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, 2029, 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, 2030, 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[.][, and (iii) the qualification by the Borrower for receipt of the Anticipated Long-Term Loan, including, without limitation, (A) the issuance by the Borrower of a bond to the I-Bank and a bond to the NJDEP in order to evidence and secure the repayment obligation of the Borrower with respect to the Anticipated Long-Term Loan, which bonds in each case will be qualified pursuant to, and entitled to the benefits of the provisions of, the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 *et seq.* and (B) in connection with the issuance of such bonds, compliance by the Borrower with the Qualified Bond Debt Service Coverage Ratio, as defined in and pursuant to the provisions of Section VI, 2(A)(i)(ii) of the Credit Policy (as defined herein) of the I-Bank.]

(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, in accordance with (i) prudent environmental infrastructure utility practice, (ii) all applicable statutory and regulatory requirements now or hereafter enacted, and (iii) prudent planning:

- (A) at all times, operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner;
- (B) maintain its Environmental Infrastructure System in good repair, working order and operating condition; and
- (C) timely make all necessary and proper repairs, renewals, replacements, additions, adaptations, betterments, and improvements with respect to its Environmental Infrastructure System, including, without limitation, those that are necessary or appropriate to ensure the resiliency of its Environmental Infrastructure System (including, without limitation, those necessary or appropriate to ensure unimpeded physical access to, or operation of, the sites and infrastructure of its Environmental Infrastructure System) in order to address anticipated climate change impacts as set forth in the NJDEP's "Building Resilience Water Infrastructure Climate Change Resilience Guidance," dated April 2023, as amended, supplemented or

updated, and which is incorporated herein by reference, and/or actual impacts from flooding, sea level rise, hurricanes, extreme rainfall, and storm surge, so that at all times the business carried on in connection therewith and the provision of essential services thereby shall be efficiently and properly conducted.

The NJDEP, in its sole discretion, may expressly authorize, in writing, a waiver of any or all of the requirements of this provision based upon its determination that long term operability of the Environmental Infrastructure System is no longer viable. Any such waiver, however, does not relieve Borrower of the obligation to provide the essential services through an alternative approach.

(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

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chief Financial Officer



## TOWN OF NEWTON

### RESOLUTION #79-2025

February 10, 2025

**“Authorize Refund of Taxes; Block 18.04, Lot 8, for a 100% Disabled Veteran Exemption”**

**WHEREAS**, Ronald R. Miele III owns Block 18.04, Lot 8, also known as 31 Woodside Avenue, Newton, New Jersey; and

**WHEREAS**, the Municipal Tax Assessor has granted a 100% Disabled Veteran Tax Exemption on January 13, 2025 for the property owned by Ronald R. Miele III; and

**WHEREAS**, the property taxes for Block 18.04, Lot 8, are paid through the 4<sup>th</sup> quarter of 2024, therefore, a refund is necessary and a portion of the 4<sup>th</sup> quarter 2024 and the 1<sup>st</sup> and 2<sup>nd</sup> quarter 2025 taxes need to be canceled; and

**WHEREAS**, the Tax Collector has determined the amount to be refunded and cancelled for a portion of the 4<sup>th</sup> quarter of 2024 is \$946.22 and the amount of the 1<sup>st</sup> and 2<sup>nd</sup> quarter 2025 taxes to be cancelled is \$3,753.72;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that the Governing Body acknowledges a refund is due to Ronald R. Miele III in the total amount of \$946.22 which is retroactive to November 15, 2024 and this refund is the result of a 100% Disabled Veteran Tax Exemption and a portion of the 4<sup>th</sup> quarter 2024 and the 1<sup>st</sup> and 2<sup>nd</sup> quarter 2025 taxes need to be canceled; and

**BE IT FURTHER RESOLVED**, that the Treasurer be authorized to issue a check in the total amount of \$946.22 to Ronald R. Miele III, 31 Woodside Avenue, Newton, NJ 07860 and the Tax Collector be authorized to cancel a portion of the 4<sup>th</sup> quarter 2024 taxes and the 1<sup>st</sup> and 2<sup>nd</sup> quarter 2025 taxes.

### 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, February 10, 2025.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #80-2025

February 10, 2025

**“Refund of Redemption Monies to Outside Lien Holder for Block 5.05, Lot 12, also known as 18 Clinton Street”**

**WHEREAS**, at the Municipal Tax Sale held on October 10, 2024 a lien was sold on Block 5.05, Lot 12, also known as 18 Clinton St., for 2023 delinquent taxes; and

**WHEREAS**, this lien, known as Tax Sale Certificate #2024-002 was sold to RTLF-NJ II LLC for a 0% redemption fee and a premium of \$12,600.00; and

**WHEREAS**, on behalf of the owner, GlobalServe Title Agency Corp, has affected the redemption of Certificate #2024-002 in the amount of \$12,002.93;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that this Governing Body acknowledges RTLF-NJ II LLC is entitled to a redemption in the amount of \$12,002.93 as well as the return of the premium in the amount of \$12,600.00; and

**BE IT FURTHER RESOLVED**, the Town Council of the Town of Newton confirms and acknowledges the Tax Collector shall issue a check, in the amount of \$12,002.93 for the redemption and a check in the amount of \$12,600.00 for the return of the premium for Certificate #2024-002 to RTLF-NJ II LLC, PO Box 71054, Chicago, IL 60694.

### CERTIFICATION

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #81-2025

**February 10, 2025      "Authorize the Award of a Required Disclosure Contract with Interior Motives for Fire House Furniture"**

**WHEREAS**, the Town of Newton Fire Department has a need for furniture solutions for its daily operations supplied by Interior Motives, 445 US 202 South, Flemington, NJ 08822, as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, Interior Motives has supplied a quote in the amount of \$31,000.00, acceptable to the Town; and

**WHEREAS**, Interior Motives has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies the vendor has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one year, and the contract will prohibit the vendor from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Newton Chief Municipal Finance Officer has certified funds will be available as per the attached certification;

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Town of Newton authorizes the Newton Town Manager to enter into a contract with Interior Motives, 445 US 202 South, Flemington, NJ 08822 not to exceed \$31,000.00 for Fire Department furniture; and

**BE IT FURTHER RESOLVED**, that the Business Disclosure Entity Certification and Personal Contribution Disclosure Form, Determination of Value be placed on file in the Municipal Clerk's office.

### 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, February 10, 2025.

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Teresa A. Oswin, RMC  
Municipal Clerk

# **TOWN OF NEWTON**

## **CERTIFICATION OF THE AVAILABILITY OF FUNDS**

**(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:345.1 et seq)**

**THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:**

**RESOLUTION # 81-205**

**APPROVING: Interior Motives**

**FOR THE PURPOSE OF: Fire House Furniture**

**IN THE AMOUNT OF: \$31,000.00**

**APPROPRIATED BY:**

**General Capital Fund Ordinances:**

**2024-04 \$8,841.71**

**2024-27 \$22,158.29**

**DATED: THIS 10th Day of February 2025**

**BY** \_\_\_\_\_



**THOMAS M. FERRY, CPA/RMA**

**CHIEF MUNICIPAL FINANCE OFFICER**



## TOWN OF NEWTON

### RESOLUTION #82-2025

February 10, 2025

**“Approval of a Renewal Application for  
Taxicab Driver’s License for Glenn T. Spicer”**

**WHEREAS**, the Code of the Town of Newton requires under **§283.2, License Required**. “No person shall operate a taxicab within the town unless both the owner and the driver of the taxicab are licensed under this chapter.” “All licenses issued under this chapter are deemed valid for one (1) year and requests for renewal must be submitted at least thirty (30) days prior to expiration to the Chief of Police”; and

**WHEREAS**, the Newton Police Department has completed the necessary investigation and submitted a letter advising the renewal Taxicab Driver’s license application is complete and accurate; and

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it hereby approves the application for the renewal Taxicab Driver’s License submitted by Glenn T. Spicer, 81 Skytop Road, Newton, NJ 07860 and represents D.A.D.S. Taxi & Limo, which will expire on November 26, 2025.

### **CERTIFICATION**

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a meeting of said Governing Body conducted on Monday, February 10, 2025.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #83-2025

February 10, 2025      **“Approval of a Renewal Application for  
Taxicab Driver’s License for Doragail Spicer”**

**WHEREAS**, the Code of the Town of Newton requires under **283-2, License Required**. “No person shall operate a taxicab within the town unless both the owner and the driver of the taxicab are licensed under this chapter.” “All licenses issued under this chapter are deemed valid for one (1) year and requests for renewal must be submitted at least thirty (30) days prior to expiration to the Chief of Police”; and

**WHEREAS**, the Newton Police Department has completed the necessary investigation and submitted a letter advising the renewal Taxicab Driver’s license application is complete and accurate; and

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it hereby approves the application for the renewal Taxicab Driver’s License submitted by Doragail Spicer, 81 Skytop Road, Newton, NJ 07860 and represents D.A.D.S. Taxi & Limo, which will expire on November 26, 2025.

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a meeting of said Governing Body conducted on Monday, February 10, 2025.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #84-2025

February 10, 2025

**“Approval of a Renewal Application for Taxicab Owner’s License for Doragail Spicer t/a DADS Taxi & Limo”**

**WHEREAS**, the Code of the Town of Newton requires under **§283.2, License Required**, “No person shall operate a taxicab within the town unless both the owner and the driver of the taxicab are licensed under this chapter.” “All licenses issued under this chapter are deemed valid for one (1) year and requests for renewal must be submitted at least thirty (30) days prior to the expiration to the Chief of Police”; and

**WHEREAS**, the Police Department has completed the necessary investigation and submitted a letter advising the renewal Taxicab Owner’s License application is complete and accurate; and

**WHEREAS**, in accordance with **§283.6, Inspection of Vehicles**, “Before a vehicle is used as a taxicab within the Town it shall be inspected...to ascertain that it is in a safe, clean and sanitary condition and contains all safety devices required by law”;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it hereby approves the renewal Taxicab Owner's License application submitted by Doragail Spicer, 81 Skytop Road, Newton, NJ 07860, t/a D.A.D.S. Taxi & Limo, which shall expire November 26, 2025; and

**BE IT FURTHER RESOLVED**, the applicant must remain in compliance with all aspects of **Chapter 283**, of the Code of the Town of Newton, as well as, the provisions of N.J.R.S. 46:16.

### 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, February 10, 2025.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #85-2025

February 10, 2025

### “Concur with the Town Manager’s Appointment of School Crossing Guards for 2024-2025 School Year”

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

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that this Governing Body concurs with the Town Manager’s appointment of the following individuals as School Crossing Guards for the 2024-2025 school year.

Bert Bodensieck  
Michelle Pizzo

### 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, February 10, 2025.

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Teresa A. Oswin, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #86-2025

February 10, 2025 "Approve 2024 Appropriation Reserve Transfers - Amended"

**BE IT RESOLVED**, by the Town Council of the Town of Newton that the following 2024 Appropriation Reserve transfers be approved effective this date:

#### **CURRENT FUND 2024 BUDGET RESERVE:**

ACCOUNT	TO AMOUNT	ACCOUNT	FROM AMOUNT
Assessment of Taxes – Other Expenses	5,000.00	CENCOM – Salaries and Wages	11,600.00
Streets and Roads – Other Expenses	2,000.00	Vehicle Maintenance – Other Expenses	4,000.00
Police Department – Other Expenses	3,000.00	Police Department – Salaries and Wages	1,000.00
Buildings and Grounds – Other Expenses	3,000.00		
Planning Board – Other Expenses	3,600.00		
<b>TOTAL</b>	<b>\$16,600.00</b>	<b>TOTAL</b>	<b>\$16,600.00</b>

#### **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, February 10, 2025.

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



## TOWN OF NEWTON

### RESOLUTION #87-2025

February 10, 2025 "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 2024 and 2025 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 a regular meeting of said Governing Body conducted on Monday, February 10, 2025.

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Teresa A. Oswin, RMC  
Municipal Clerk

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 02/10/2025 For bills from 01/28/2025 to 02/07/2025

Check#	Vendor	Description	Payment	Check Total
12434	84 - ABCODE SECURITY INC.	PO 65308 B: ALARM SERVICES / Lawnwood Avenue Lice	80.00	80.00
12435	2799 - AFLAC	PO 67210 Vol Ben - Disability, Hospital, Accident	2,743.58	2,743.58
12436	4106 - ALL GAS & WELDING SUPPLY CO., INC.	PO 67172 Machinery Rplmt/ Welder	2,195.00	2,195.00
12437	1651 - AMANJ	PO 67141 ASSESSOR DUES -2025	100.00	100.00
12438	3897 - AMAZON CAPITAL SERVICES	PO 66801 PICTURE FRAMES & CANAPY WEIGHTS FOH	99.79	
		PO 67079 Courtroom supplies	21.39	
		PO 67086 New Phone equipment for Clerk/Recreation	49.47	
		PO 67087 ACO SUPPLIES	119.95	
		PO 67173 NAME PLATE P/Z	9.57	
		PO 67212 Supplies for Ice Cream Social - Seniors	27.98	328.15
12439	3869 - AMERICAN FIDELITY ASSURANCE	PO 67182 Jan 2025 - Vol Benefits - LTD, Critical	669.80	669.80
12440	3868 - AMERICAN FIDELITY ASSURANCE COMPANY	PO 67181 FSA - Voluntary - JAN 2025	250.00	250.00
12441	3891 - ARMSTRONG, ADAM	PO 67134 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12442	4478 - ATLANTIC COMMUNICATIONS ELECTRONICS INC.	PO 67095 3 ANTENNAS	1,312.00	
		PO 67096 RADIO & ANTENNA	2,399.00	3,711.00
12443	4559 - AWERTSCHENKO, MICHAEL	PO 67133 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12444	4733 - BLOODGOOD LAW ENFORCEMENT TRAINING GROUP	PO 67138 PD TRAINING MARTIN/FLEMING	390.00	390.00
12445	300 - BRIGHTSPEED	PO 67000 B: ALARM CIRCUITS A/C #309485585 HIGH ST	125.85	125.85
12446	702 - C W A LOCAL 1032	PO 67180 Police Dispatch Dues - JAN 2025	395.00	395.00
12447	3015 - CAPITOL SUPPLY CONST PRODUCTS, INC.	PO 67039 6" x 20" Repair Clamp/ Restock due to Ma	557.26	557.26
12448	506 - CARR, JOSEPH	PO 67132 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12449	4235 - CHAMPIGNON, CRAIG	PO 67131 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12450	2697 - CIVIC PLUS LLC	PO 67082 2025 - ANNUAL FEE WEBSITE PLUS APP Fee	6,754.16	
		PO 67082 2025 - ANNUAL FEE WEBSITE PLUS APP Fee	3,636.86	
		PO 67082 2025 - ANNUAL FEE WEBSITE PLUS APP Fee	7,497.00	17,888.02
12451	4864 - COASTAL ENGINEERING, LLC.	PO 66365 WTP MORRIS LAKE DAM/BLOWOFF PROJECT	5,880.00	5,880.00
12452	4147 - CONVERGINT TECHNOLOGIES, LLC.	PO 66729 WORK STATIONS Q#CH22755386P	4,986.28	4,986.28
12453	4740 - CRAWN DOUG	PO 67130 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12454	4500 - CRYSTAL MOUNTAIN SPRINGS	PO 67003 B: WATER DELV	154.80	154.80
12455	4525 - DISA GLOBAL SOLUTIONS	PO 67153 Pre-Employment Screening - February 202	108.00	108.00
12456	4775 - ENGIE POWER & GAS LLC #411330	PO 67002 B: NATURAL GAS	5,028.61	
		PO 67002 B: NATURAL GAS	2,460.97	7,489.58
12457	4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC.	PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	5,694.00	
		PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	351.00	
		PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	1,329.00	7,374.00
12458	3045 - EXCEL ENVIRONMENTAL RESOURCES, INC.	PO 67189 NEWTON 213 LLC	2,392.50	2,392.50
12459	4774 - FABERS GARAGE LLC	PO 67092 Vehicle Repairs/ Trk #11	981.42	981.42
12460	4741 - FITZGERALD DILLON	PO 67129 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12461	4346 - FOVEONICS DOCUMENT SOLUTIONS	PO 67218 DOCUMENT STORAGE SCANNING 2024	3,600.00	3,600.00
12462	4635 - FRANKLIN SUSSEX AUTO MALL, INC.	PO 67147 Truck/ Side Mirror/ AV TrkCUST #303703	666.40	666.40
12463	373 - GALLS, LLC	PO 66824 GO BAG REPLACEMENTS QUOTE #28226691	2,394.48	2,394.48
12464	1608 - GOLD TYPE BUSINESS MACHINES	PO 66349 SITUATIONAL AWARENESS EQ & ACCESSORIES Q	3,101.52	3,101.52
12465	4884 - GOVERNMENT EDUCATION SOLUTIONS	PO 67085 REVIEW & PREP OF FORMS IN TAX OFFICE WEB	25.00	25.00
12466	4600 - GUEST, JOSHUA	PO 67128 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12467	70 - HACH COMPANY	PO 67146 LAB SUPP'S	929.10	929.10
12468	4337 - HFE SERVICES LLC	PO 65273 B:Cloud Backup for Server 12 months x \$1	690.00	690.00
12469	1866 - HOME DEPOT, INC.	PO 66791 2024 HOLIDAY LIGHTS CONTEST - BUSINESS W	100.00	100.00
12470	332 - J & D SALES & SERVICE,LLC.	PO 67052 Repair Power Washer	2,111.55	
		PO 67155 WATER RECYLC MAINT RENEW 1/2025 - 12/202	250.00	2,361.55
12471	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 67194 TEYMA	815.00	
		PO 67195 TEYMA	1,780.00	2,595.00
12472	1714 - JAEKEL, KENNETH	PO 67126 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12473	113 - JCP&L	PO 66993 B: ELECTRIC BLDG'S & STREET LIGHTING	1,202.20	
		PO 66995 B: EV CHARGING STATION	2,081.19	3,283.39
12474	3700 - JENNIFER DODD	PO 67099 SNOWBRUSH SENIOR SHUTTLE	36.77	36.77
12475	4836 - JESKY PHIL	PO 67127 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12476	365 - KITHCART, BROCK	PO 67125 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12477	2848 - LEYMAN ROY	PO 67123 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12478	3985 - LEYMAN, JUSTIN	PO 67124 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12479	4040 - LOEFFELS WASTE OIL SERVICE LLC	PO 67135 WASTE OIL REMOVAL	682.75	682.75
12480	2300 - LOWE'S , INC.	PO 67089 Supplies for Building Main/ TH Door Rpr	41.17	41.17

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 02/10/2025 For bills from 01/28/2025 to 02/07/2025

Check#	Vendor	Description	Payment	Check Total
12481	3792 - MACKENZIE AUTOMATIC DOORS	PO 67100 Town Hall Automatic Door Maintenance Agr	1,530.00	1,530.00
12482	1347 - MCAA OF NEW JERSEY	PO 67103 MCAA Meeting	40.00	40.00
12483	2854 - MCGARRY DUSTIN	PO 67122 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12484	1141 - MCGUIRE, INC.	PO 67143 REPAIR TO PD VEHICLE	1,888.88	1,888.88
12485	3651 - MORTON SALT, INC.	PO 66426 B: SALT @ \$72.20 TON cust #3681777	1,759.52	
		PO 67187 B: SALT @ \$72.20 TON cust #3681777	28,316.11	30,075.63
12486	1638 - NEW JERSEY WATER ASSOCIATION	PO 67110 2025 DUES/4000CONNECTIONS 1/1/2025-12/31	660.00	660.00
12487	700 - NEWTON PATROLMANS ASSOCIATION	PO 67179 PBA DUES - JAN 2025	900.00	900.00
12488	1745 - NEWTON SUPERIOR OFFICERS	PO 67178 SOA DUES - JAN 2025	420.00	420.00
12489	2456 - NIELSEN FORD	PO 67170 PD VEHICLE REPAIR	42.00	42.00
12490	2835 - NJMEBF	PO 67211 MEDICAL/DENTAL - JAN 2025	34,800.00	
		PO 67211 MEDICAL/DENTAL - JAN 2025	35,186.57	
		PO 67211 MEDICAL/DENTAL - JAN 2025	196,334.43	266,321.00
12491	2844 - NORTH JERSEY COURT ADMIN. ASSOC.	PO 67104 2025 MEMBERSHIPS KATHY/MICHELLE	100.00	100.00
12492	3982 - NRAAO	PO 67140 ASSESSOR DUES - 2025	40.00	40.00
12493	4383 - OPTIMUM	PO 66998 B: DIGITAL CONVERTERS & DTA'S	79.85	79.85
12494	4914 - ORCHARD DSTREET STUDIO	PO 67113 Photography Services	300.00	300.00
12495	2718 - OSWIN III WILLIAM	PO 67121 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12496	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 67006 B: SLUDGE DISPOSAL A/C #12701 (\$107	8,788.50	8,788.50
12497	4656 - PAULUS, SOKOLOWSKI & SARTOR LLC	PO 67139 WWTP GENERATOR & ATS REPLACEMENT -DEC	990.00	990.00
12498	64 - FELLOW, HAROLD & ASSO, INC.	PO 64047 Fire House 1 Project	284.00	
		PO 64987 B: WATER ENGINEER (not to exceed \$55,000	2,997.38	
		PO 67142 DEC ENGINEERING	350.50	
		PO 67142 DEC ENGINEERING	2,884.13	
		PO 67184 Analytical Science & Tech	509.00	7,025.01
12499	64 - FELLOW, HAROLD & ASSO, INC.	PO 67186 4 GRACE AVE,LLC	674.50	
		PO 67188 Elizabeth Town Gas	3,101.25	
		PO 67191 Releaf Newton LLC	36.00	
		PO 67193 Sussex Realty I,LL	177.50	
		PO 67196 Marotta-Godkar LLC	497.00	
		PO 67197 4 GRACE AVE,LLC	71.00	4,557.25
12500	64 - FELLOW, HAROLD & ASSO, INC.	PO 67198 QUANTUM REALM,PUNC	2,150.75	
		PO 67200 TEYMA	390.50	
		PO 67203 Analytical Science & Tech	178.00	2,719.25
12501	4204 - PLANET NETWORKS INC.	PO 66996 B: PHONE SYSTEM HOSTING/INTERNET/LICENSE	5,532.10	5,532.10
12502	2212 - PROCESS TECH SALES AND SERVICE	PO 67109 WATER PLANT TURBIDITY PM/Service Jan 14	2,084.33	2,084.33
12503	1217 - PUBLIC WORKS ASSN OF NJ	PO 67090 Membership Fee - 2025	90.00	90.00
12504	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 67008 B: GAS ACCT #40382	6,059.31	6,059.31
12505	4425 - Reliance Standard Life Insurance Co	PO 67209 FIRE ACC/LIFE INS - Jan & Feb 2025	453.28	453.28
12506	4236 - ROWETT, ERIK	PO 67120 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12507	1163 - RUTGERS CENTER FOR GOV'T SERV., INC	PO 67107 P/Z S WALDRON	95.00	95.00
12508	4400 - RUTGERS,OFFICE OF CONTINUING ED	PO 66903 Surviving a Declared Disaster / CEU Trai	165.00	
		PO 66910 Math Refresher for Water and Wastewater	275.00	
		PO 67111 Recycling Certification Training Feb 12-	150.00	590.00
12509	1261 - S/NJ EMPLOYER ACCOUNTS	PO 67094 NJ Unemployment - 4th Qtr. 2024	4,054.60	4,054.60
12510	126 - SCMUA	PO 66990 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	2,930.73	2,930.73
12511	4830 - SEARCH GEEK SOLUTIONS LLC	PO 65682 SEO Plan - Implementation and monthly se	1,416.67	1,416.67
12512	4835 - SHACKLETON JAKE	PO 67119 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12513	643 - SHERWIN-WILLIAMS, INC.	PO 67093 PAINT for crosswalks/ traffic lines	24.40	24.40
12514	4761 - SMARSH INC.	PO 67098 Archive service for Recycling FB account	80.93	80.93
12515	2257 - STAPLES	PO 67091 Office Supplies: Morris Lake/ Binders fo	69.89	
		PO 67106 PD OFFICE SUPPLIES	58.94	
		PO 67150 PD OFFICE SUPPLIES	222.98	
		PO 67168 Office Supplies:	176.58	
		PO 67168 Office Supplies:	744.62	1,273.01
12516	4412 - STRATEGIC GOVERNMENT RESOURCES, INC.	PO 67101 Leadership Workshop - Russo	64.35	
		PO 67101 Leadership Workshop - Russo	34.65	99.00
12517	280 - STRAWAY, THOMAS	PO 67118 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12518	2056 - SUBURBAN PROPANE, LP.	PO 67206 PROPANE ACCT #2232-546329	5,337.81	5,337.81
12519	3442 - SUNLIGHT GENERAL	PO 66992 B: ELECTRIC DPW/STP	535.06	
		PO 66992 B: ELECTRIC DPW/STP	238.54	773.60
12520	102 - SUSSEX CAR WASH INC	PO 66983 B: CAR WASHES	304.00	304.00

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 02/10/2025 For bills from 01/28/2025 to 02/07/2025

Check#	Vendor	Description	Payment	Check Total
12521	2561 - SUSSEX COUNTY CHAMBER OF COMMERCE	PO 67169 SUSSEX COUNTY CHAMBER WORKSHOP - FEBRUA	40.00	
		PO 67169 SUSSEX COUNTY CHAMBER WORKSHOP - FEBRUA	60.00	
		PO 67208 Ad in 2025 45th Anniversary Program Book	43.75	
		PO 67208 Ad in 2025 45th Anniversary Program Book	81.25	
		PO 67214 Annual Meeting and 45th Anniversary Cele	1,000.00	1,225.00
12522	130 - SUSSEX COUNTY P & H, INC.	PO 67136 B: PLUMBING SUPPLIES 2025	842.20	842.20
12523	371 - T.A. MOUNTFORD COMPANY, INC.	PO 67137 POLICE COPIER SVC CONTRACT 2025	700.00	700.00
12524	2479 - TAYLOR OIL CO., INC.	PO 67007 B: DIESEL ACCT #01-0062714	2,435.31	2,435.31
12525	1218 - TCTANJ	PO 67084 TAX COLLECTOR ANNUAL DUES	200.00	200.00
12526	4278 - TEXAS LIFE INSURANCE COMPANY	PO 67177 Life Insurance - Jan 2025	88.45	88.45
12527	676 - THE EQUITABLE	PO 67183 Equitable - Def Comp - Jan 2 & 16 2025	97,595.00	97,595.00
12528	3115 - THE NJ SHADE TREE FEDERATION	PO 67144 2025 NJ Shade Tree Federation - DPW/ Mem	250.00	250.00
12529	4814 - TNS CONSTRUCTION, LLC.	PO 65394 FIRE HOUSE #1 RENOVATIONS	86,244.90	86,244.90
12530	2880 - TRACTOR SUPPLY	PO 67105 ACO SUPPLIES	57.52	
		PO 67171 Rachets	17.97	75.49
12531	691 - TRANS WORLD ASSURANCE CO.	PO 67176 TWA - Voluntary Life - JAN 2025	400.00	400.00
12532	1151 - TREASURER, STATE OF NEW JERSEY	PO 67112 SITE REMEDIATION PERMIT FEE 01/09/2025-0	690.00	690.00
12533	521 - TRUST ACCOUNT, TOWN OF NEWTON	PO 67097 MOVE SNOW O&E TO SNOW TRUST	19,228.24	19,228.24
12534	1469 - UNIVERSAL SUPPLY GROUP INC.	PO 67040 Air Filter Rplmnt	370.32	370.32
12535	1257 - UNUM LIFE/DISABILITY INSUR	PO 67175 UNUM - Voluntary - LTD - JAN 2025	855.17	855.17
12536	2716 - UPSEU LOCAL 424J	PO 67174 DPW - Monthly Dues - JAN 2025	798.00	798.00
12537	3682 - VANDERGROEF JASON	PO 67117 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12538	1158 - VISION SERVICE PLAN	PO 67154 VISION - Jan/Feb 2025	2,526.16	2,526.16
12539	4865 - VNL, INC.	PO 66588 WTP CHEMICAL ROOM REHABILITATION	217,315.00	217,315.00
12540	2540 - VOUGH ADAM	PO 67116 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12541	2635 - W.B. MASON, INC.	PO 67064 Notary supplies and black toner	53.59	
		PO 67152 Paper order - 2nd floor copier	133.98	187.57
12542	1500 - WALMART	PO 67088 ACO SUPPLIES	102.78	
		PO 67149 ACO SUPPLIES	98.62	
		PO 67166 Office supplies	52.36	
		PO 67167 Supplies - Office/ New Filing	131.88	
		PO 67167 Supplies - Office/ New Filing	65.43	451.07
12543	1144 - WEINER LESNIAK	PO 67185 Analytical Science & Tech	450.00	
		PO 67190 December	54.00	
		PO 67192 TEYMA	54.00	
		PO 67199 TEYMA	288.00	
		PO 67201 NEWTON 213 LLC	360.00	
		PO 67202 Convent Capital	666.00	1,872.00
12544	633 - WEIS MARKETS, INC.	PO 65010 B: Refreshments	176.70	
		PO 67204 B: Refreshments	345.48	
		PO 67204 B: Refreshments	592.49	1,114.67
12545	2576 - WHITE JOE	PO 67115 Prescription Safety Glasses/ Work Jacket	400.00	400.00
12546	4822 - WILDFLOWERS OF SUSSEX COUNTY	PO 67148 Sympathy arrangement - Rowett Family	90.00	90.00
12547	3892 - WISTUBA, TRAVIS	PO 67114 Prescription Safety Glasses/ Work Jacket	400.00	400.00
TOTAL				880,938.06

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	7,293.26			
01-201-20-105-200	HUMAN RESOURCE - OTHER EXPENSES	33.49			
01-201-20-110-200	TOWN COUNCIL - OTHER EXPENSES	390.00			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	21.49			
01-201-20-130-200	FINANCE ADMINISTRATION - OTHER EXPENSES	233.49			
01-201-20-145-200	COLLECTION OF TAXES - OTHER EXPENSES	100.00			
01-201-20-150-200	ASSESSMENT OF TAXES - OTHER EXPENSES	340.00			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	5,694.00			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	138.07			
01-201-21-181-200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	100.00			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-23-210-200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	453.28			
01-201-23-220-300	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	198,860.59			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	749.32			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	700.00			
01-201-25-252-200	EMERGENCY MANAGEMENT - OTHER EXPENSES	300.00			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	9,147.80			
01-201-26-291-200	SNOW REMOVAL - OTHER EXPENSES	29,254.08			
01-201-26-298-200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	690.00			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	2,848.56			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	7,089.97			
01-201-26-313-200	SHADE TREE COMM - OTHER EXPENSES	100.00			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	4,060.22			
01-201-27-331-200	OCCUPATIONAL HEALTH - OTHER EXPENSES	108.00			
01-201-27-340-200	ANIMAL CONTROL - OE	555.45			
01-201-28-370-200	RECREATION - OTHER EXPENSES	108.32			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	17,570.76			
01-201-32-465-200	RECYCLING TAX (PL2007 c.311)O/S CAP	82.17			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	161.39			
01-203-20-165-200	(2024) ENGINEERING - OTHER EXPENSES		1,698.38		
01-203-21-180-200	(2024) PLANNING BOARD - OTHER EXPENSES		3,600.00		
01-203-25-240-200	(2024) POLICE DEPARTMENT - OTHER EXPENSES		5,392.04		
01-203-25-250-200	(2024) COMMUNICATIONS CENTER - OTHER EXPENSES		5,380.64		
01-203-26-290-200	(2024) ROAD REPAIR & MAINT - OTHER EXPENSES		2,111.55		
01-203-26-291-200	(2024) SNOW REMOVAL - OTHER EXPENSES		21,164.46		
01-203-26-298-200	(2024) STORMWATER/FLOOD CONTROL - OTHER EXPENSE		1,185.75		
01-203-26-310-200	(2024) BUILDINGS & GROUNDS - OTHER EXPENSES		221.12		
01-203-26-315-200	(2024) VEHICLE MAINTENANCE - OTHER EXPENSES		1,854.00		
01-203-28-370-200	(2024) RECREATION - OTHER EXPENSES		99.79		
01-203-30-420-200	(2024) CELEBRATION OF PUBLIC EVENTS - OE		100.00		
01-203-44-900-000	(2024) CAPITAL IMPROVEMENTS - OTHER EXPENSES		4,303.60		
01-260-05-100	DUE TO CLEARING			0.00	334,295.04
<b>TOTALS FOR</b>	<b>CURRENT FUND</b>	<b>287,183.71</b>	<b>47,111.33</b>	<b>0.00</b>	<b>334,295.04</b>
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			8,994.60	
02-260-05-100	Due to Clearing			0.00	8,994.60
<b>TOTALS FOR</b>	<b>STATE AND FEDERAL GRANTS</b>	<b>0.00</b>	<b>0.00</b>	<b>8,994.60</b>	<b>8,994.60</b>
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			355.00	
04-215-55-925-000	ORD 2024-4 FIRE HOUSE 1 RENOVATIONS			86,244.90	
04-215-55-926-000	ORD 2024-11 VAR CAP IMP			279.50	
04-260-05-100	Due to Clearing			0.00	86,879.40
<b>TOTALS FOR</b>	<b>GENERAL CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>86,879.40</b>	<b>86,879.40</b>
08-215-55-912-000	ORD 2023-8 WATER IMP NJIB			217,315.00	
08-215-55-913-000	ORD 2023-11 SEWER IMP. NJIB			990.00	
08-260-05-100	DUE TO CLEARING			0.00	218,305.00
<b>TOTALS FOR</b>	<b>WATER/SEWER UTILITY CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>218,305.00</b>	<b>218,305.00</b>
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	62,126.47			
09-203-56-501-200	(2024) W&S OPERATING - TOTAL OTHER EXPENSES		4,127.38		
09-203-60-512-000	(2024) W&S CAP IMPROVE - CAPITAL OUTLAY		5,880.00		
09-260-05-100	DUE TO CLEARING			0.00	72,133.85
<b>TOTALS FOR</b>	<b>WATER/SEWER UTILITY</b>	<b>62,126.47</b>	<b>10,007.38</b>	<b>0.00</b>	<b>72,133.85</b>
20-260-05-100	Due to Clearing			0.00	144,356.17
20-287-56-000	RESERVE FOR EXPENDITURES - UNEMPLOYMENT			4,054.60	
20-291-55-075-001	UNION DUES - PBA			1,320.00	
20-291-55-075-002	UNION DUES - IUE #911			798.00	
20-291-55-075-003	UNION DUES - CWA #1032			395.00	
20-291-55-077	DEFERRED COMP - EQUITABLE			97,595.00	
20-291-55-080	TWA SAVINGS PLAN			400.00	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
20-291-55-082-001	AFA LTD			303.72	
20-291-55-082-002	AFA Med FSA			250.00	
20-291-55-082-004	AFA Life Ins.			366.08	
20-291-55-082-005	AFA Texas Life			88.45	
20-291-55-084	UNUM DISABILITY INS.			855.17	
20-291-55-086	HEALTH INS. EMPLOYEE			35,186.57	
20-291-55-087-001	AFLAC DISABILITY Post Tax			1,394.22	
20-291-55-087-002	AFLAC ACCIDENT Pre Tax			731.34	
20-291-55-087-003	AFLAC HOSPITAL Pre Tax			276.06	
20-291-55-087-004	AFLAC CANCER Pre Tax			341.96	
<b>TOTALS FOR</b>	<b>PAYROLL</b>	<b>0.00</b>	<b>0.00</b>	<b>144,356.17</b>	<b>144,356.17</b>
31-260-05-100	DUE TO CLEARING			0.00	9,741.75
31-286-56-102-000	ENGINEER REVIEW FEES			9,741.75	
<b>TOTALS FOR</b>	<b>TRUST</b>	<b>0.00</b>	<b>0.00</b>	<b>9,741.75</b>	<b>9,741.75</b>
33-260-05-100	DUE TO CLEARING			0.00	4,903.25
33-286-56-107-000	QUANTUM REALM,PUNC EQ (12/20)			2,150.75	
33-286-56-109-000	NEWTON 213 LLC - SHOP RITE			2,752.50	
<b>TOTALS FOR</b>	<b>DEVELOPERS ESCROW</b>	<b>0.00</b>	<b>0.00</b>	<b>4,903.25</b>	<b>4,903.25</b>
35-260-05-100	DUE TO CLEARING			0.00	1,329.00
35-296-56-001-000	RESERVES FOR COMMERCIAL DEVELOPMENT			1,329.00	
<b>TOTALS FOR</b>	<b>HOUSING TRUST</b>	<b>0.00</b>	<b>0.00</b>	<b>1,329.00</b>	<b>1,329.00</b>

Total to be paid from Fund 01 CURRENT FUND	334,295.04
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	8,994.60
Total to be paid from Fund 04 GENERAL CAPITAL	86,879.40
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	218,305.00
Total to be paid from Fund 09 WATER/SEWER UTILITY	72,133.85
Total to be paid from Fund 20 PAYROLL	144,356.17
Total to be paid from Fund 31 TRUST	9,741.75
Total to be paid from Fund 33 DEVELOPERS ESCROW	4,903.25
Total to be paid from Fund 35 HOUSING TRUST	1,329.00
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	880,938.06

Checks Previously Disbursed

12106	GRAINGER, INC.	VOID CK #12106 PO #66661	-833.40	2/04/2025	*MANUA
12431	ACE SERVICE GROUP	Multiple:	2,370.00	1/27/2025	
12432	GRAINGER, INC.	RECYCLING CONTAINER/STORAGE REISSU	833.40	2/04/2025	
12433	WELDON QUARY CO., LLC.	PO# 67043 HPMG/ Road Repair/ Water Break Dec	5,703.44	2/04/2025	
			-----		
			8,906.84		
			-833.40		*VOIDED
			-----		
			8,073.44		

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	1,345.25	334,295.04	335,640.29
Fund 02 STATE AND FEDERAL GRANTS		8,994.60	8,994.60
Fund 04 GENERAL CAPITAL		86,879.40	86,879.40
Fund 08 WATER/SEWER UTILITY CAPITAL		218,305.00	218,305.00
Fund 09 WATER/SEWER UTILITY	6,728.19	72,133.85	78,862.04
Fund 20 PAYROLL		144,356.17	144,356.17

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CRED
Fund 31 TRUST		9,741.75	9,741.75		
Fund 33 DEVELOPERS ESCROW		4,903.25	4,903.25		
Fund 35 HOUSING TRUST		1,329.00	1,329.00		
BILLS LIST TOTALS		8,073.44	880,938.06	889,011.50	