



**AGENDA
NEWTON TOWN COUNCIL
REGULAR MEETING
VIRTUAL ONLY
JUNE 9, 2025
7:00pm**

Please click this URL to join:

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

Webinar ID: 838 9781 8208 Passcode: 594036

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

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

- a. May 28, 2025 – Regular Meeting
- b. May 28, 2025 – Executive Session

V. OPEN TO THE PUBLIC (3 minutes each)

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

VI. COUNCIL & MANAGER REPORTS

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

VII. UNFINISHED BUSINESS

VIII. 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 #166-2025* Resolution Awarding New Jersey Water Bank (NJWB) Program Support Services Related to the Sparta Avenue Pump Station Project
- b. Resolution #167-2025* Resolution Awarding New Jersey Water Bank (NJWB) Program Support Services Related to the Wastewater Treatment Plant Digester Improvements
- c. Resolution #168-2025* 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 \$3,400,000, 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
- d. Resolution #169-2025* 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 \$435,000, 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
- e. Resolution #170-2025* Resolution Authorizing the Retention of NW Financial Group, LLC to Provide Redevelopment Consulting Services for Brookside Terrace Located at 33 Mill Street (Block 5.05, Lot 23)
- f. Resolution #171-2025* Resolution Designating June as "LGBTQIA+ Pride Month" in the Town of Newton
- g. Resolution #172-2025* Resolution Adopting the 2025 Sussex County Hazard Mitigation Plan
- h. Resolution #173-2025* Resolution Awarding Professional Engineering, Permitting, and Grant Support Services Related to the Memory Park Athletic Field Improvements

- i. Resolution #174-2025* Resolution to Cancel Reserve Balances in the General Capital Fund
- j. Resolution #175-2025* Resolution Authorizing the Purchase of a 2025 Ford Ranger XLT Crew Cab 4x4 Through the MCCPC Contract – Item #5
- k. Resolution #176-2025* Approve Bills and Vouchers

IX. OPEN TO THE PUBLIC (3 minutes each)

X. COUNCIL & MANAGER COMMENTS

XI. ADJOURNMENT



TOWN OF NEWTON

RESOLUTION #166-2025

June 9, 2025

“Resolution Awarding New Jersey Water Bank (NJWB) Program Support Services Related to the Sparta Avenue Pump Station Project”

WHEREAS, the Town of Newton is in need of New Jersey Water Bank (NJWB) Program Support Services related to the Sparta Avenue Pump Station Project as a professional service in accordance with N.J.S.A. 40A:11-5(a)(1); and

WHEREAS, Suburban Consulting Engineers, 96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836, has provided a professional services proposal in the amount of \$11,680.00; and

WHEREAS, the Town desires to award these professional services and enter into a contract pursuant to N.J.S.A. 40A:11-5(a)(1) as a professional services agreement; and

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

NOW, THEREFORE BE IT RESOLVED, by the Town of Newton, County of Sussex, that the Mayor be and is hereby authorized and directed to execute an agreement between the Town of Newton, and Suburban Consulting Engineers, 96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836 for New Jersey Water Bank (NJWB) Program Support Services related to the Sparta Avenue Pump Station Project in the amount of \$11,680.00.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 9, 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 # 166-2025

APPROVING: Suburban Consulting Engineers

**FOR THE PURPOSE OF: New Jersey Water Bank (NJWB) Program
Support Services related to the Sparta Avenue Pump Station
Project.**

IN THE AMOUNT OF: Not to exceed \$11,680.00

APPROPRIATED BY:

Water/Sewer Bond Ordinance # 2023-03

DATED: THIS 9th Day of June 2025

BY _____


THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #167-2025

June 9, 2025

"Resolution Awarding New Jersey Water Bank (NJWB) Program Support Services Related to the Wastewater Treatment Plant Digester Improvements"

WHEREAS, the Town of Newton is in need of New Jersey Water Bank (NJWB) Program Support Services related to the Wastewater Treatment Plant Digester Improvements as a professional service in accordance with N.J.S.A. 40A:11-5(a)(1); and

WHEREAS, Suburban Consulting Engineers, 96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836, has provided a professional services proposal in the amount of \$11,680.00; and

WHEREAS, the Town desires to award these professional services and enter into a contract pursuant to N.J.S.A. 40A:11-5(a)(1) as a professional services agreement; and

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

NOW, THEREFORE BE IT RESOLVED, by the Town of Newton, County of Sussex, that the Mayor be and is hereby authorized and directed to execute an agreement between the Town of Newton, and Suburban Consulting Engineers, 96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836 for New Jersey Water Bank (NJWB) Program Support Services related to the Wastewater Treatment Plant Digester Improvements in the amount of \$11,680.00.

CERTIFICATION

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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 # 167-2025

APPROVING: Suburban Consulting Engineers

**FOR THE PURPOSE OF: New Jersey Water Bank (NJWB) Program
Support Services related to the Wastewater Treatment Plant
Digester Improvements.**

IN THE AMOUNT OF: Not to exceed \$11,680.00

APPROPRIATED BY:

Water/Sewer Bond Ordinance # 2023-04

DATED: THIS 9th Day of June 2025

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #168-2025

June 9, 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 \$3,400,000, 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 that there exists a need within the Local Unit to acquire, construct, renovate, or install various sewer conveyance system improvements, including all work and materials necessary therefor and incidental thereto (Project No. S340449-08) (the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the “Environmental Infrastructure Financing Program”) of the New Jersey Infrastructure Bank (the “I-Bank”); and

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

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount not to exceed \$3,400,000 (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 of 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 #2023-11 and #2025-5 of the Local Unit, which bond ordinances are entitled "BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$3,465,000 FOR VARIOUS SEWER IMPROVEMENTS IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$3,465,000 BONDS OR NOTES OF THE TOWN FOR FINANCING PART OF THE APPROPRIATION" and "BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$7,210,000 FOR VARIOUS SEWER IMPROVEMENTS IN AND BY THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$7,210,000 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 May 8, 2023 and March 24, 2025, 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 \$3,400,000;
- (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-25-3";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief 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, June 9, 2025.

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-25-3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Maturity Date” means June 30th of the fifth (5th) State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, which date is June 30, 2030, subject to being re-determined pursuant to clause (i) or (ii) 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) 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.
- (ii) 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 to 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, including such conditions precedent as the I-Bank may identify upon its determination, at any time following the date hereof, of a Finding of Unacceptable Credit Risk (as defined in the Credit Policy), including, without limitation, (A) additional security for the Anticipated Long-Term Loan through mechanisms as shall be identified by the I-Bank, (B) after providing the applicable Nationally Recognized Rating Agency(s) (as defined in the Credit Policy) a copy of the written notice of a Finding of Unacceptable Credit Risk from the I-Bank, a rating re-affirmation, since the last review by such Nationally Recognized Rating Agency(s), and/or (C) participation in a Financial Due Diligence Meeting (as defined in the Credit Policy); and the failure of the Borrower to undertake and complete such conditions precedent shall render it ineligible to participate in the Anticipated Financing Program.

(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 Municipal Finance 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.

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: _____
Helen R. Le Frois
Mayor

Teresa A. Oswin, RMC
Municipal Clerk

By: _____
Thomas M. Ferry
Chief Municipal Finance Officer



TOWN OF NEWTON

RESOLUTION #169-2025

June 9, 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 \$435,000, 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 that there exists a need within the Local Unit to acquire, construct, renovate, or install various drinking water storage tank improvements, including all work and materials necessary therefor and incidental thereto (Project No. 1915001-003) (the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the “Environmental Infrastructure Financing Program”) of the New Jersey Infrastructure Bank (the “I-Bank”); and

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

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount not to exceed \$435,000 (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 of 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 Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

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

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

- (a) the principal amount of the Note to be issued shall be an amount not to exceed \$435,000;
- (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-25-2";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

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

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

Section 7. The Authorized Officers (as defined in the Note) of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

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

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 9, 2025.

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-25-2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Maturity Date” means June 30th of the fifth (5th) State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, which date is June 30, 2030, subject to being re-determined pursuant to clause (i) or (ii) 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) 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.
- (ii) 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 to 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, including such conditions precedent as the I-Bank may identify upon its determination, at any time following the date hereof, of a Finding of Unacceptable Credit Risk (as defined in the Credit Policy), including, without limitation, (A) additional security for the Anticipated Long-Term Loan through mechanisms as shall be identified by the I-Bank, (B) after providing the applicable Nationally Recognized Rating Agency(s) (as defined in the Credit Policy) a copy of the written notice of a Finding of Unacceptable Credit Risk from the I-Bank, a rating reaffirmation, since the last review by such Nationally Recognized Rating Agency(s), and/or (C) participation in a Financial Due Diligence Meeting (as defined in the Credit Policy); and the failure of the Borrower to undertake and complete such conditions precedent shall render it ineligible to participate in the Anticipated Financing Program.

(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.

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: _____
Helen R. Le Frois
Mayor

Teresa A. Oswin, RMC
Municipal Clerk

By: _____
Thomas M. Ferry
Chief Municipal Finance Officer



TOWN OF NEWTON

RESOLUTION #170-2025

June 9, 2025

“Resolution Authorizing the Retention of NW Financial Group, LLC to Provide Redevelopment Consulting Services for Brookside Terrace Located at 33 Mill Street (Block 5.05, Lot 23)”

WHEREAS, the Town of Newton (“Town”) wishes to retain NW Financial Group, LLC to provide redevelopment consulting services for the existing affordable housing development known as Brookside Terrace, located at 33 Mill Street (Block 5.05, Lot 23); and

WHEREAS, NW Financial Group, LLC has submitted a proposal, dated May 2, 2025, to provide such services, including financial viability assessments, cost-benefit analyses, and assistance in negotiating redevelopment and financial agreements, for an estimated fee of \$10,000; and

WHEREAS, the Town of Newton desires to authorize the retention of NW Financial Group, LLC for said services, with compensation not to exceed \$10,000, based on the hourly rates outlined in their proposal; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that it hereby authorizes the retention of NW Financial Group, LLC to provide redevelopment consulting services to the Town of Newton for the Brookside Terrace development located at 33 Mill Street (Block 5.05, Lot 23), for an amount not to exceed \$10,000; and

BE IT FURTHER RESOLVED that the Newton Town Manager is hereby authorized to execute any necessary agreements or correspondence to effectuate this retention, subject to the approval of the Town Attorney; and

BE IT FURTHER RESOLVED that this contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law, as the services are to be performed by a firm authorized to practice a recognized profession.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 9, 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 # 170-2025

APPROVING: NW Financial Group, LLC

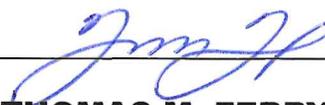
FOR THE PURPOSE OF: Redevelopment Consulting Services for the existing affordable housing development known as Brookside Terrace.

IN THE AMOUNT OF: Not to exceed \$10,000.00

APPROPRIATED BY: Current Fund Budget – Legal Services – Other Expenses

DATED: THIS 9th Day of June 2025

BY _____


THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #171-2025

June 9, 2025

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the Council of the Town of Newton proclaim June 2025 as "LGBTQIA+ Pride Month" in the Town of Newton and encourage residents to join in celebrating the inherent human dignity and equality of all persons, regardless of sexual orientation, gender identity, or expression, under the law.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 9, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #172-2025

June 9, 2025

“Resolution Adopting the 2025 Sussex County Hazard Mitigation Plan”

WHEREAS, the Town Council of the Town of Newton recognizes the threat that natural hazards pose to people and property within the Town of Newton; and

WHEREAS, the Town of Newton has prepared a multi-hazard mitigation plan, hereby known as the 2025 Sussex County Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2025 Sussex County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Town of Newton from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Governing Body demonstrates their commitment to hazard mitigation and achieving the goals outlined in the 2025 Sussex County Hazard Mitigation Plan;

NOW THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, that the Town of Newton adopts the 2025 Sussex County Hazard Mitigation Plan. This plan, approved by the community, may be edited or amended after submission for review, but will not require the community to re-adopt any further iterations. This only applies to this specific plan and does not absolve the community from updating the plan in 5 years.

ADOPTED by a vote of ____ in favor and ____ against, and ____ abstaining, this ____ day of _____, _____.

By: _____
(print name)

ATTEST: By: _____
(print name)

APPROVED AS TO FORM: By: _____
(print name)

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 9, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #173-2025

June 9, 2025

“Resolution Awarding Professional Engineering, Permitting, and Grant Support Services Related to the Memory Park Athletic Field Improvements”

WHEREAS, the Town of Newton is in need of Professional Engineering, Permitting, and Grant Support Services related to the Memory Park Athletic Field Improvements as a professional service in accordance with N.J.S.A. 40A:11-5(a)(1); and

WHEREAS, Suburban Consulting Engineers, 96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836, has provided a professional services proposal in the amount of \$24,000.00; and

WHEREAS, the Town desires to award these professional services and enter into a contract pursuant to N.J.S.A. 40A:11-5(a)(1) as a professional services agreement; and

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

NOW, THEREFORE BE IT RESOLVED, by the Town of Newton, County of Sussex, that the Mayor be and is hereby authorized and directed to execute an agreement between the Town of Newton, and Suburban Consulting Engineers, 96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836 for Professional Engineering, Permitting, and Grant Support Services related to the Memory Park Athletic Field Improvements in the amount of \$24,000.00.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 9, 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 # 173-2025

APPROVING: Suburban Consulting Engineers

FOR THE PURPOSE OF: Professional Engineering, Permitting, and Grant Support Services related to Memory Park Athletic Field Improvements.

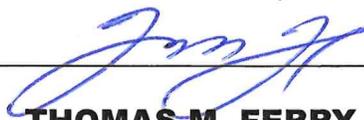
IN THE AMOUNT OF: Not to exceed \$24,000.00

APPROPRIATED BY:

General Capital Fund – Ordinance 2022-21

DATED: THIS 9th Day of June 2025

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #174-2025

June 9, 2025

"Resolution to Cancel Reserve Balances in the General Capital Fund"

WHEREAS, a Reserve balance in the amount of \$19,719.00 for Playground Equipment and \$1,450.00 for Furniture/Equipment exists on the General Capital Trial Balance; and

WHEREAS, the Chief Municipal Finance Officer has reviewed and determined that there are no additional costs for this project and the Newton Town Manager has concurred; and

WHEREAS, it is necessary to formally cancel said balances to the General Capital Fund Balance;

NOW, THEREFORE BE IT RESOLVED, by a majority of the full membership of the Town Council of the Town of Newton, that the Reserve for Playground Equipment and the Reserve for Furniture/Equipment in the General Capital Fund in the amount of \$21,169.00 be cancelled to the General Capital Fund Balance.

CERTIFICATION

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Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #175-2025

June 9, 2025

"Resolution Authorizing the Purchase of a 2025 Ford Ranger XLT Crew Cab 4x4 Through the MCCPC Contract – Item #5"

WHEREAS, a need exists for a public works vehicle for the daily operations of the Department of Public Works; and

WHEREAS, the Town of Newton may, without advertising for bids, purchase such materials through the Morris County Cooperative Purchasing Pricing Council, pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et. Seq.; and

WHEREAS, under Morris County Cooperative Pricing Council Award #15C Ciocca Ford who has been awarded the contract for supply of public works vehicles through the MCCPC as follows:

2025 FORD RANGER XLT CREW CAB 4X4 MCCPC CONTRACT - ITEM # 5 - \$35,839.00; and

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

NOW, THEREFORE BE IT RESOLVED, by the Newton Town Council that it authorizes without bidding pursuant to N.J.S.A. 40A:11-11 Contract #15C of the Morris County Cooperative Pricing Council the procurement of one (1) 2025 Ford Ranger XLT Crew Cab 4X4 in the amount of \$35,839.00.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 9, 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 # 175-2025

**APPROVING: Morris County Cooperative Pricing Council – #15C
Ciocca Ford**

**FOR THE PURPOSE OF: Purchase of a 2025 Ford Ranger XLT
Crew Cab 4x4 truck.**

IN THE AMOUNT OF: \$35,839.00

APPROPRIATED BY: Water/Sewer 2025 Budget – Capital Outlay

DATED: THIS 9th Day of June 2025

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #176-2025

June 9, 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, June 9, 2025.

Teresa A. Oswin, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 06/09/2025 For bills from 05/29/2025 to 06/06/2025

Check#	Vendor	Description	Payment	Check Total
13256	4933 - 80'S REVOLUTION BAND NJ LLC	PO 67625 OUTDOOR CONCERT @ SCCC - JULY 12TH (RAIN)	1,625.00	
		PO 67625 OUTDOOR CONCERT @ SCCC - JULY 12TH (RAIN)	875.00	2,500.00
13257	1846 - ADVANCE AUTO PARTS	PO 67960 REPAIR TO ACO EXPLORER	13.15	13.15
13258	2799 - AFLAC	PO 67988 Vol Ben - Disability, Hospital, Accident	2,776.96	2,776.96
13259	3897 - AMAZON CAPITAL SERVICES	PO 67907 Portable radio battery and magnetic moun	45.24	
		PO 67913 Double-sided displays - events	6.64	
		PO 67913 Double-sided displays - events	12.34	
		PO 67930 PD OFFICE SUPPLIES	33.91	
		PO 67943 ACO SUPPLIES	283.72	
		PO 67952 UV Phone Sanitizer	22.38	
		PO 67952 UV Phone Sanitizer	41.57	445.80
13260	3897 - AMAZON CAPITAL SERVICES	PO 67957 SLING MOUNT	125.36	125.36
13261	3869 - AMERICAN FIDELITY ASSURANCE	PO 67985 MAY 2025 - Vol Benefits - LTD, Critical	669.80	669.80
13262	3868 - AMERICAN FIDELITY ASSURANCE COMPANY	PO 67984 FSA - Voluntary - MAY 2025	250.00	250.00
13263	3079 - AMERICAN SOCIETY OF COMPOSERS,	PO 67931 2025/2026 ASCAP LICENSE	449.58	449.58
13264	4544 - ARMSTRONG, KENNETH W.	PO 67746 MEDICARE PART B REIMB	1,110.00	1,110.00
13265	2757 - ATLANTIC TACTICAL INC.	PO 66382 BODY ARMOR VESTS QUOTE #4316528000114224	15.96	15.96
13266	2518 - BABCOCK, DAWN	PO 67798 MEDICARE PART B REIMB	1,110.00	1,110.00
13267	143 - BALDWIN, PAUL	PO 67797 MEDICARE PART B REIMB	2,035.00	2,035.00
13268	3087 - BASSANI POWER EQUIPMENT	PO 67690 Mower/ PM Spring Service	102.13	102.13
13269	4214 - BESHADA, LEO	PO 67796 MEDICARE PART B REIMB	3,108.00	3,108.00
13270	190 - BOND, CHRISTOPHER	PO 67795 MEDICARE PART B REIMB	1,480.00	1,480.00
13271	3355 - BRAEN STONE SPARTA	PO 67601 B: Asphalt Disposal/ Mason Avenue	1,016.69	
		PO 67965 Repair Water Leaks/ NJDOT	1,230.24	2,246.93
13272	300 - BRIGHTSPEED	PO 67000 B: ALARM CIRCUITS A/C #309485585 HIGH ST	125.85	125.85
13273	702 - C W A LOCAL 1032	PO 67983 Police Dispatch Dues - MAY 2025	267.07	267.07
13274	77 - CCP INDUSTRIES, INC.	PO 67934 B: Cleaning Supplies: DPW/Pool Cust #537	1,375.43	1,375.43
13275	3770 - CINTAS	PO 67252 B: Water Filtration/Cooler/Cleaning (J-D	135.00	
		PO 67252 B: Water Filtration/Cooler/Cleaning (J-D	45.00	180.00
13276	3770 - CINTAS	PO 67971 B: Uniforms DPW & WS/ Paper Supplies/ Ma	398.38	
		PO 67971 B: Uniforms DPW & WS/ Paper Supplies/ Ma	935.45	1,333.83
13277	2353 - CITTERBART, KATHERINE	PO 67794 MEDICARE PART B REIMB	2,220.00	2,220.00
13278	2551 - CLOUSE RONALD	PO 67793 MEDICARE PART B REIMB	2,214.00	2,214.00
13279	4420 - COOPER DARLENE	PO 67792 MEDICARE PART B REIMB	2,220.00	2,220.00
13280	4500 - CRYSTAL MOUNTAIN SPRINGS	PO 67003 B: WATER DELV acct #1483	162.79	162.79
13281	4525 - DISA GLOBAL SOLUTIONS	PO 67986 Pre-Employment Screening - MAY & JUNE 2	331.20	331.20
13282	2386 - DOMINICK'S PIZZA LLC	PO 67920 Lunch/ Training	136.65	136.65
13283	4775 - ENGIE POWER & GAS LLC #411330	PO 67002 B: NATURAL GAS	379.63	
		PO 67002 B: NATURAL GAS	324.19	703.82
13284	676 - EQUITABLE	PO 67989 Equitable - Def Comp - May 22 & June 5,	14,420.00	14,420.00
13285	4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC.	PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	7,246.74	
		PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	182.00	
		PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	871.00	8,299.74
13286	4039 - FARMSIDE LANDSCAPE & DESIGN INC	PO 67284 B: FIELD MAIN/SPORTS FIELDS - Softball &	610.00	610.00
13287	250 - FIRST UNITED METHODIST CHURCH	PO 67935 Primary Election Facility Use Fee	150.00	150.00
13288	172 - FRISBIE, RITA	PO 67828 MEDICARE PART B REIMB	1,110.00	1,110.00
13289	109 - FURGIUELE, CAMILLE	PO 67827 MEDICARE PART B REIMB	1,110.00	1,110.00
13290	4946 - GAEL FORCE BJJ	PO 67906 PD TRAINING	1,280.00	1,280.00
13291	373 - GALLS, LLC	PO 67618 MEDICAL SUPPLIES ACCT #4794479	506.31	
		PO 67855 POLICE BADGE CASE Q#29407940	539.01	1,045.32
13292	200 - GARDEN STATE LABORATORIES INC	PO 67970 WASTE & DRINKING WATER ANALYSIS March &	7,476.00	7,476.00
13293	4398 - GLOBAL RECYCLING SOLUTIONS LLC	PO 67207 B: Recycling Collection: Jan to Dec 2025	1,370.18	1,370.18
13294	490 - GRENNILLE, WILLIAM	PO 67826 MEDICARE PART B REIMB	2,220.00	2,220.00
13295	232 - HAMBURG PLUMBING SUPPLY CO INC	PO 67882 Manhole Hook	48.00	48.00
13296	4419 - HAVENS DEBORAH	PO 67825 MEDICARE PART B REIMB	1,110.00	1,110.00
13297	1866 - HOME DEPOT, INC.	PO 67912 SPRING STREET BEAUTIFICATION	1,770.24	
		PO 67928 Pool Chemicals	179.78	
		PO 67953 May 1 to May 29/ WS Office Improvements/	1,112.97	
		PO 67953 May 1 to May 29/ WS Office Improvements/	751.28	3,814.27
13298	173 - ILIFF, JOHN	PO 67824 MEDICARE PART B REIMB	1,110.00	1,110.00
13299	1462 - INSTITUTE PROFESSIONAL DEVELOP	PO 67916 5/28 Webinar - Elections CEUs	50.00	

List of Bills - CLEARING/CLAIMS

Meeting Date: 06/09/2025 For bills from 05/29/2025 to 06/06/2025

Check#	Vendor	Description	Payment	Check Total
		PO 67922 6/4 Webinar - Ethics CEUs	50.00	100.00
13300	4799 - JEFFERSON RECYCLING INC	PO 67951 B: Street Materials/Disposal	300.00	300.00
13301	113 - JERSEY CENTRAL POWER & LIGHT, INC.	PO 66995 B: EV CHARGING STATION	367.53	367.53
13302	3644 - JOHNNY ON THE SPOT, LLC.	PO 67250 B: PORT-A-JOHNS TWN EVENTS	225.00	225.00
13303	4173 - JORRITSMA, BRUCE	PO 67823 MEDICARE PART B REIMB	2,220.00	2,220.00
13304	276 - KAYS, PETER J.	PO 67822 MEDICARE PART B REIMB	1,110.00	1,110.00
13305	2767 - KILDUFF JAMES	PO 67821 MEDICARE PART B REIMB	1,110.00	1,110.00
13306	1442 - KITHCART, EILEEN	PO 67820 MEDICARE PART B REIMB	2,431.80	2,431.80
13307	1011 - LASSO, ERVIN	PO 67819 MEDICARE PART B REIMB	1,110.00	1,110.00
13308	2300 - LOWE'S , INC.	PO 67948 WS Office Improvements/ Shop/ Parks/ Spl	229.83	
		PO 67948 WS Office Improvements/ Shop/ Parks/ Spl	406.03	
		PO 67948 WS Office Improvements/ Shop/ Parks/ Spl	76.91	712.77
13309	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 67253 B: Liq Sodium Hypochlorite (\$29,250 @ \$3	2,145.00	2,145.00
13310	3576 - MARIN CONSULTING ASSO'S, INC.	PO 67911 PERFORMANCE/ACCOUNTABILITY COURSE 11/202	300.00	300.00
13311	1141 - MCGUIRE, INC.	PO 67959 REPAIR TO PD VEHICLE	55.21	55.21
13312	4381 - MID-AMERICAN ELEVATOR CO., INC.	PO 67237 B: ELEVATOR MAINT (TH & POLICE) Jan - De	520.00	520.00
13313	2865 - MILLS STEVE	PO 67818 MEDICARE PART B REIMB	1,110.00	1,110.00
13314	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 67933 Water Spls	60.58	60.58
13315	1884 - MORRIS, THOMAS & BULAH	PO 67817 MEDICARE PART B REIMB	2,220.00	2,220.00
13316	700 - NEWTON PATROLMANS ASSOCIATION	PO 67982 PBA DUES - MAY 2025	900.00	900.00
13317	1745 - NEWTON SUPERIOR OFFICERS	PO 67981 SOA DUES - MAY 2025	420.00	420.00
13318	2701 - NJLM	PO 67917 Job Posting - Land Use, Historic & Zonin	360.00	360.00
13319	2835 - NJMEBF	PO 67967 MEDICAL/DENTAL - MAY 2025	195,842.85	
		PO 67967 MEDICAL/DENTAL - MAY 2025	33,399.15	
		PO 67967 MEDICAL/DENTAL - MAY 2025	34,800.00	264,042.00
13320	2882 - ONE CALL CONCEPTS, INC.	PO 66986 B: ONE CALL MESSAGES	468.00	468.00
13321	2137 - PAINT SPOT	PO 67926 Paint for Snack Stand Mural	188.96	188.96
13322	3047 - PANDISCIA MICHAEL	PO 67816 MEDICARE PART B REIMB	2,220.00	2,220.00
13323	4656 - PAULUS, SOKOLOWSKI & SARTOR LLC	PO 66979 B: ALTERNATE SEWER ENGINEER	731.25	731.25
13324	64 - PELLOW, HAROLD & ASSO, INC.	PO 67974 April services	745.50	745.50
13325	4204 - PLANET NETWORKS INC.	PO 66996 B: PHONE SYSTEM HOSTING/INTERNET/LICENSE	2,766.05	2,766.05
13326	57 - PRINTING CENTER, INC	PO 67949 June 10, 2025 Primary Election Costs Inv	3,215.71	3,215.71
13327	4950 - R & D NETWORKS	PO 67955 REFUND ESCROW BALANCE	3,568.60	3,568.60
13328	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 67008 B: GAS ACCT #40382	8,774.35	8,774.35
13329	4203 - RAPID PUMP	PO 67944 WWTP - Rpr Split Case Pump	1,696.00	
		PO 67945 Repair/ Remove Flowserve Pump	1,062.90	2,758.90
13330	1112 - RICHARDS, JEAN	PO 67815 MEDICARE PART B REIMB	1,110.00	1,110.00
13331	1883 - ROMYNS, LARRY E.	PO 67814 MEDICARE PART B REIMB	2,220.00	2,220.00
13332	3615 - ROSELLEN ANN M	PO 67813 MEDICARE PART B REIMB	1,110.00	1,110.00
13333	2828 - RYAN HERCO PRODUCTS CORP	PO 67890 Air Pump/ CIP's & EFM's/ cleaning proces	632.70	632.70
13334	61 - S K OFFICE SUPPLY INC.	PO 66985 B: SHREDDING	230.00	230.00
13335	4543 - SASSE GLASS LLC	PO 67801 Rpr #1 Firehouse Bottom Floor Window	835.00	835.00
13336	3660 - SCHENCK, PRICE, SMITH, & KING, LLP	PO 66976 B: TAX APPEAL ATTORNEY & SPECIAL CONFLIC	3,406.20	3,406.20
13337	126 - SCMUA	PO 66990 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	661.26	
		PO 66990 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	1,111.65	
		PO 66990 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	917.50	2,690.41
13338	4830 - SEARCH GEEK SOLUTIONS LLC	PO 67759 SEO Plan - Implementation and monthly se	1,416.67	1,416.67
13339	2145 - SEELY BROTHERS, INC.	PO 67918 Replacement Flags / State of NJ	280.00	280.00
13340	3134 - SHOP RITE, INC.	PO 67908 Coffee supplies	135.03	135.03
13341	1489 - SMALLEY, BARBARA	PO 67811 MEDICARE PART B REIMB	1,110.00	1,110.00
13342	338 - SMITH, WILLIAM F	PO 67810 MEDICARE PART B REIMB	2,220.00	2,220.00
13343	3117 - SOME'S WORLD WIDE UNIFORMS, INC.	PO 67958 SPECIAL II UNIFORM	794.50	794.50
13344	2257 - STAPLES	PO 67905 PD OFFICE SUPPLIES	173.23	173.23
13345	2056 - SUBURBAN PROPANE, LP.	PO 67870 PROPANE ACCT #2232-546329	98.56	
		PO 67936 B: Propane	277.96	376.52
13346	4072 - SUMMIT SOUNDZ ENTERTAINMENT LLC	PO 67464 LED SCREEN W/ SURROUND SOUND - JULY 25	1,300.00	1,300.00
13347	102 - SUSSEX CAR WASH INC	PO 66983 B: CAR WASHES	117.00	117.00
13348	2561 - SUSSEX COUNTY CHAMBER OF COMMERCE	PO 67963 NETWORKING & AWARDS LUNCHEON 6/12/25 #2	150.00	150.00
13349	2310 - SUSSEX COUNTY ENGINEERING DIVISION	PO 67919 2025 SIGNAL MAINTANCE SHARED SERVICE AGR	309.18	309.18
13350	3248 - SWANK MOTION PICTURES	PO 67921 2 - 2025 OUTDOOR MOVIE LICENSE AND RENTA	679.00	
		PO 67921 2 - 2025 OUTDOOR MOVIE LICENSE AND RENTA	661.00	1,340.00
13351	371 - T.A. MOUNTFORD COMPANY, INC.	PO 67927 Copier Ink - 3 Boxes	180.00	180.00

List of Bills - CLEARING/CLAIMS

Meeting Date: 06/09/2025 For bills from 05/29/2025 to 06/06/2025

Check#	Vendor	Description	Payment	Check Total
13352	2479 - TAYLOR OIL CO., INC.	PO 67007 B: DIESEL ACCT #01-0062714	4,034.56	4,034.56
13353	3404 - TEAM LIFE, INC.	PO 67612 AED supplies	1,327.00	1,327.00
13354	4278 - TEXAS LIFE INSURANCE COMPANY	PO 67980 Life Insurance - MAY 2025	88.45	88.45
13355	2781 - THE CHILLA BUSINESS COUNSEL	PO 66980 B: LABOR ATTORNEY (\$170/HR NOT TO EXCE	2,379.00	2,379.00
13356	2025 - THOMSON REUTERS -WEST	PO 67904 2025 Title 39 NJ Vehicle Code Book ACCT	870.00	870.00
13357	3924 - TODD HARRIS CO., INC.	PO 67735 Replacing POOL MAIN DRAIN COVERS and mis	2,880.00	2,880.00
13358	2880 - TRACTOR SUPPLY	PO 67962 ACO SUPPLIES 9625	334.42	334.42
13359	691 - TRANS WORLD ASSURANCE CO.	PO 67979 TWA - Voluntary Life - MAY 2025	400.00	400.00
13360	4013 - TRANSUNION ALTERNATIVE RISK & DATA,	PO 67964 ONLINE INVESTIGATION SERVICE acct #7971	75.00	75.00
13361	2109 - TREASURER S/NJ FIRE SAFTY	PO 67932 Life Hazard Use/ BFCE Registration Fee	903.00	903.00
13362	4767 - TROJAN TECHNOLOGIES CORP	PO 67923 2025/2026 SVC CONTRACT WTP (NOT TO EXCEE	20,300.00	20,300.00
13363	1257 - UNUM LIFE/DISABILITY INSUR	PO 67978 UNUM - Voluntary - LTD - MAY 2025	906.81	906.81
13364	2716 - UPSEU LOCAL 424J	PO 67977 DPW - Monthly Dues - MAY 2025	798.00	798.00
13365	1739 - VERIZON CONNECT	PO 67968 VEHICLE TRACKING ACCT #100000172484	1,364.40	1,364.40
13366	4258 - VIRGA, ANTHONY	PO 67809 MEDICARE PART B REIMB	1,110.00	1,110.00
13367	1158 - VISION SERVICE PLAN	PO 67987 VISION - JUNE 2025	1,263.08	1,263.08
13368	2635 - W.B. MASON, INC.	PO 67929 Court Office Supplies	466.76	466.76
13369	366 - WAGNER, WILLIAM	PO 67808 MEDICARE PART B REIMB	2,220.00	2,220.00
13370	1500 - WALMART	PO 67859 B: ACO KENNEL/MED SUPPLIES	162.64	
		PO 67859 B: ACO KENNEL/MED SUPPLIES	89.13	
		PO 67862 Concessions Items for the Pool	39.61	291.38
13371	1144 - WEINER LESNIAK	PO 67972 April services	54.00	
		PO 67973 April services	288.00	342.00
13372	1404 - WOLANSKI, MICHAEL	PO 67961 APOLLO GROUP REFRESHMENTS	90.15	90.15
13373	136 - ZENES, NANCY	PO 67807 MEDICARE PART B REIMB	1,110.00	1,110.00
TOTAL				447,830.48

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	4,107.49			
01-201-20-105-200	HUMAN RESOURCE - OTHER EXPENSES	360.00			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	100.00			
01-201-20-121-200	ELECTIONS - OTHER EXPENSES	3,365.71			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	12,953.94			
01-201-20-175-200	HISTORIC COMMISSION - OTHER EXPENSES	78.00			
01-201-23-220-300	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	235,199.73			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	5,513.26			
01-201-25-252-200	EMERGENCY MANAGEMENT - OTHER EXPENSES	25.26			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	1,561.96			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	2,012.90			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	6,245.10			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	205.34			
01-201-27-331-200	OCCUPATIONAL HEALTH - OTHER EXPENSES	331.20			
01-201-27-340-200	ANIMAL CONTROL - OE	869.91			
01-201-28-370-200	RECREATION - OTHER EXPENSES	1,650.99			
01-201-28-371-200	SWIMMING POOL - OTHER EXPENSES	4,435.21			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	712.13			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	14,151.05			
01-201-32-465-200	RECYCLING TAX (PL2007 c.311)O/S CAP	18.54			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	1,336.76			
01-203-25-240-200	(2024) POLICE DEPARTMENT - OTHER EXPENSES		15.96		
01-260-05-100	DUE TO CLEARING			0.00	295,250.44
TOTALS FOR	CURRENT FUND	295,234.48	15.96	0.00	295,250.44

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			4,298.56	
02-260-05-100	Due to Clearing			0.00	4,298.56
TOTALS FOR	STATE AND FEDERAL GRANTS	0.00	0.00	4,298.56	4,298.56
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04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			76.91	
04-260-05-100	Due to Clearing			0.00	76.91
TOTALS FOR	GENERAL CAPITAL	0.00	0.00	76.91	76.91
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08-215-55-918-000	ORD 2024-8 VAR WS IMP.			1,016.69	
08-260-05-100	DUE TO CLEARING			0.00	1,016.69
TOTALS FOR	WATER/SEWER UTILITY CAPITAL	0.00	0.00	1,016.69	1,016.69
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09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	86,324.93			
09-260-05-100	DUE TO CLEARING			0.00	86,324.93
TOTALS FOR	WATER/SEWER UTILITY	86,324.93	0.00	0.00	86,324.93
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20-260-05-100	Due to Clearing			0.00	55,296.24
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			267.07	
20-291-55-077	DEFERRED COMP - EQUITABLE			14,420.00	
20-291-55-080	TWA SAVINGS PLAN			400.00	
20-291-55-082-001	AFA LTD			303.72	
20-291-55-082-002	AFA Med FSA			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.			906.81	
20-291-55-086	HEALTH INS. EMPLOYEE			33,399.15	
20-291-55-087-001	AFLAC DISABILITY Post Tax			1,382.48	
20-291-55-087-002	AFLAC ACCIDENT Pre Tax			731.34	
20-291-55-087-003	AFLAC HOSPITAL Pre Tax			321.18	
20-291-55-087-004	AFLAC CANCER Pre Tax			341.96	
TOTALS FOR	PAYROLL	0.00	0.00	55,296.24	55,296.24
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31-260-05-100	DUE TO CLEARING			0.00	4,695.71
31-286-56-102-000	ENGINEER REVIEW FEES			4,656.10	
31-287-56-107	RES RECREATION (ALL)			39.61	
TOTALS FOR	TRUST	0.00	0.00	4,695.71	4,695.71
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35-260-05-100	DUE TO CLEARING			0.00	871.00
35-296-56-001-000	RESERVES FOR COMMERCIAL DEVELOPMENT			871.00	
TOTALS FOR	HOUSING TRUST	0.00	0.00	871.00	871.00
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Total to be paid from Fund 01 CURRENT FUND	295,250.44
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	4,298.56
Total to be paid from Fund 04 GENERAL CAPITAL	76.91
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	1,016.69
Total to be paid from Fund 09 WATER/SEWER UTILITY	86,324.93
Total to be paid from Fund 20 PAYROLL	55,296.24
Total to be paid from Fund 31 TRUST	4,695.71
Total to be paid from Fund 35 HOUSING TRUST	871.00
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	447,830.48

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Checks Previously Disbursed					
3946	BITE ME DELIGHTS LLC	PO# 67975	Lunch for Newton Day volunteers -	300.00	6/06/2025
13249	STAND OUT SPORTS & APPAREL LLC.	PO# 67950	Uniforms DPW/ Water Sewer Contractu	2,245.00	6/03/2025
13250	GREATER NEWTON CHMBR OF COMM.	PO# 67941	NEWTON DAY ACTIVITIES REIMB	6,875.00	6/03/2025
13251	JOSEPH D CALABRESE	PO# 66989	B: LOGISTICS FOR SPECIAL EVENTS	250.00	6/03/2025
13252	SOUTHERN STEEL ENTERTAINMENT	Multiple:		3,000.00	6/03/2025
13253	STONER, JOLEN	PO# 67942	CIVIC LEADERSHIP WINNER	1,000.00	6/03/2025
13254	TREASURER, STATE OF NEW JERSEY	PO# 67940	SPARTA AVE PUMP STATION NJDEP FHA	8,000.00	6/03/2025
13255	INTERNATIONAL FIREWORKS MANUFACTURING COMPANY	PO# 67969	FIREWORK DISPLAY FOR NEWTON DAY -	11,500.00	6/04/2025
42834	NJMVC		REGISTRATION	60.00	5/30/2025
42835	NEWTON ELECTRICAL SERVICES	PO# 67914	Bonding & Grounding Certificate fo	3,554.50	5/30/2025
42836	ALL ACCESS STAGING & PRODUCTIONS, INC.	PO# 67937	B: STAGES FOR EVENTS (5 EVENTS at	250.00	6/03/2025
250140	PAYROLL ACCOUNT		6/5 CURR PAYROLL	222,581.49	6/05/2025
250140	ELAVON, INC.	PO# 66988	B: COURT MERCHANT FEE	85.05	6/02/2025
250221	PAYROLL ACCOUNT		6/5 GRANT PAYROLL	528.09	6/05/2025
250928	PAYROLL ACCOUNT		6/5 W/S PAYROLL	55,084.18	6/05/2025
252043	PUBLIC EMPLOYEE RETIRE SYSTEM		PERS to state -MAY	21,000.00	5/30/2025
252044	POLICE & FIRE RETIREMENT SYSTEM		PFRS to State -MAY	24,000.00	5/30/2025
253119	PAYROLL ACCOUNT		6/5 TRUST PAYROLL	26,950.00	6/05/2025

				387,263.31	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	250,351.04	295,250.44	545,601.48
Fund 02 STATE AND FEDERAL GRANTS	528.09	4,298.56	4,826.65
Fund 04 GENERAL CAPITAL		76.91	76.91
Fund 08 WATER/SEWER UTILITY CAPITAL	8,000.00	1,016.69	9,016.69
Fund 09 WATER/SEWER UTILITY	56,134.18	86,324.93	142,459.11
Fund 20 PAYROLL	45,000.00	55,296.24	100,296.24
Fund 31 TRUST	27,250.00	4,695.71	31,945.71
Fund 35 HOUSING TRUST		871.00	871.00
BILLS LIST TOTALS	387,263.31	447,830.48	835,093.79
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