

VIII. DISCUSSION

- a. 2024 Municipal Audit – Tom Ferry, John Mooney, and Brian Gibbons, Nisivoccia
- b. Enterprise Fleet Management Presentation – Tom Ferry, Andrew Luck

IX. ORDINANCES

- a. 2nd Reading and Public Hearing
Ordinance 2025-17

An Ordinance Providing Funding for Various Pool Improvements for the Town of Newton and Appropriating \$36,000 for Such Purpose

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

X. CONSENT AGENDA

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

- a. Resolution #187-2025* Town of Newton Certification of Annual Audit
- b. Resolution #188-2025* Resolution Awarding Professional Engineering Services Related to Bid and Construction Phase Services for the Pump Station Consolidation Project
- c. Resolution #189-2025* Authorize the Award of a Required Disclosure Contract with HQW Architects for Firehouse Design Professional Services
- d. Resolution #190-2025* Authorize the Award of a Required Disclosure Contract with Harold Pellow & Associates for Firehouse Design Professional Services
- e. Resolution #191-2025* Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Diller Avenue & Stuart Street Resurfacing Project
- f. Resolution #192-2025* Resolution to Increase the Bid Threshold
- g. Resolution #194-2025* Accept and Approve Corrective Action Plan for the 2024 Audit
- h. Resolution #195-2025* Resolution Authorizing the Award of Bid #2-2025 – Phase I Sewer Rehabilitation Bid
- i. Resolution #196-2025* Resolution Authorizing the Refund of Pool Membership Fees
- j. Resolution #197-2025* Resolution Authorizing the Town of Newton to Enter into a Shared Services Agreement with the Township of Hampton for the Resurfacing of the Town Of Newton Section of Plotts Road in Accordance with Provisions of N.J.S.A. 40a:65-1 Et. Seq. and N.J.S.A 40a:11-1 Et. Seq.

k. Resolution #198-2025*

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 \$7,275,000, and Providing for the Issuance and Sale of Such Note to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Note by the Town of Newton in Favor of the New Jersey Infrastructure Bank, All Pursuant to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank

l. Resolution #199-2025*

Resolution Awarding Professional Engineering Services Related to State Revolving Fund Project Prioritization Services

m. Resolution #200-2025*

Approve Bills and Vouchers

XI. RESOLUTIONS

a. Resolution #193-2025

Authorizing the Purchase of a Chevrolet Tahoe Police Pursuit Vehicle Through New Jersey State Contract Purchasing and Property T2776-21-01485

XII. OPEN TO THE PUBLIC (3 minutes each)

XIII. COUNCIL & MANAGER COMMENTS

XIV. ADJOURNMENT



TOWN OF NEWTON

RESOLUTION #178-2025

July 14, 2025

“Resolution to Appoint Members to Various Boards and Commissions”

WHEREAS, effective July 16, 2025, Gary Marion will resign from the Planning Board leaving an opening for a Regular Member; and

WHEREAS, there are existing openings on various Boards and Commissions;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the following appointments be made for unexpired terms on the Planning Board and a new staggered term on the Recreation Commission:

<u>Board/Commission</u>	<u>Name</u>	<u>Term</u>	<u>Expiration Date</u>
Planning Board (Reg.)	<u>Anthony Perigo</u>	4 Years	December 31, 2025
Planning Board (Alt. 2)	<u>Tamrin Serpico</u>	2 Years	December 31, 2026
Recreation Commission	<u>Katherine Citterbart</u>	5 Years	December 31, 2028

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, July 14, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #179-2025

July 14, 2025

**"Appointment of Michael Teets as a
Member of the Newton Planning Board"**

WHEREAS, there is currently a vacancy on the Newton Planning Board for an Alternate Member; and

WHEREAS, Michael Teets has expressed interest in serving as a member on the Newton Planning Board;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that Michael Teets is hereby appointed to an unexpired two-year term as Alternate Member No. 1 of the Newton Planning Board, effective immediately with said term continuing to December 31, 2026.

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, July 14, 2025.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2025-17

AN ORDINANCE PROVIDING FUNDING FOR VARIOUS POOL IMPROVEMENTS FOR THE TOWN OF NEWTON AND APPROPRIATING \$36,000 FOR SUCH PURPOSE

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

Section 1. The Town of Newton, in the County of Sussex, New Jersey, authorizes various pool improvements to be undertaken, including but not limited to (a) acquisition of a network video recorder for security camera system; (b) electrical upgrades, including installation of GFCI circuit breakers and bonding and grounding ladders and pump motors; (c) acquisition of auto pool cleaner; and (d) acquisition of various additional equipment and furniture, to be funded from the sources specified in Section 2 of the Ordinance.

Section 2. The amount of \$36,000 is hereby appropriated for the purposes stated in Section 1 of the Ordinance and which amount was funded from the General Capital Fund - Reserve for Security Improvements in the amount of \$11,600.99 and from General Capital Fund Balance in the amount of \$24,399.01.

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

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

Section 5. This Ordinance shall take effect immediately upon due passage and publication according to law.

Name	Ayes	Nayes	Abstain	Absent
Couce				
Dickson				
Diglio				
Le Frois				
Teets				

NOTICE

TAKE NOTICE the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, June 23, 2025. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on Monday, July 14, 2025 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #187-2025

July 14, 2025

"Town of Newton Certification of Annual Audit"

WHEREAS, N.J.S.A. 40A: 5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts, and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2024 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the Governing Body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation that the Governing Body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, at a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the Governing Body have personally reviewed, at a minimum, the Annual Report of Audit, and specifically the section of the Annual Audit entitled "Comments and Recommendations," as evidenced by the group affidavit form of the Governing Body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, that it hereby states it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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, July 14, 2025.

Teresa A. Oswin, RMC
Municipal Clerk

CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT

GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF SUSSEX
TOWN OF NEWTON

We, members of the Governing Body of the *Town of Newton*, in the County of Sussex, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Town Council of the Town of Newton in the County of Sussex;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2024.
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

Helen R. Le Frois, Mayor

Matthew S. Dickson, Deputy Mayor

John-Paul E. Couce, Councilmember

Sandra Lee Diglio, Councilmember

Michelle J. Teets, Councilmember

Sworn to and subscribed before me this

_____ day of _____

Notary Public of New Jersey

Teresa A. Oswin, RMC, Municipal Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the Governing Body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.



TOWN OF NEWTON

RESOLUTION #188-2025

July 14, 2025

"Resolution Awarding Professional Engineering Services Related to Bid and Construction Phase Services for the Pump Station Consolidation Project"

WHEREAS, the Town of Newton is in need of engineering services related to Bid and Construction Phase Services for the Pump Station Consolidation Project as a professional service in accordance with N.J.S.A. 40A:11-5(a)(1); and

WHEREAS, PS&S, 3 Mountainview Road, Warren, NJ 07059, has provided a professional services proposal in the amount of \$173,150.00; 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, and the Municipal Clerk to attest, an agreement between the Town of Newton, and PS&S, 3 Mountainview Road, Warren, NJ 07059, for professional engineering services related to Bid and Construction Phase Services for the Pump Station Consolidation Project in the amount of \$173,150.00.

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, July 14, 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 # 188-2025

APPROVING: Paulus, Sokolowski and Sartor, LLC

FOR THE PURPOSE OF: Professional Engineering Services related to Bid and Construction Phase Services for the Pump Station Consolidation Project.

IN THE AMOUNT OF: Not to exceed \$173,150.00

APPROPRIATED BY:

Water/Sewer Capital Bond Ordinances 2023-11 and 2025-05

DATED: THIS 14th Day of July 2025

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #189-2025

July 14, 2025

“Authorize the Award of a Required Disclosure Contract with HQW Architects, LLC for Firehouse Design Professional Services”

WHEREAS, the Town of Newton has a need for architectural design professional services for the project known as Firehouse #1 Exterior, through HQW Architects LLC, 14 North Village Boulevard, Suite C, Sparta, NJ 07871, as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5, and a professional services contract, N.J.S.A. 40A:11-5; and

WHEREAS, the value of the services will exceed the pay to play threshold of \$17,500.00; and

WHEREAS, HQW Architects, LLC, have provided for a quote for professional services in the amount of \$28,250.00; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with HQW Architects, LLC, 14 North Village Boulevard, Suite C, Sparta, NJ 07871, not to exceed \$28,250.00, for professional engineering design services for the project known as Firehouse #1 Exterior; and

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

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, July 14, 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 # 189-2025

APPROVING: HQW Architects

**FOR THE PURPOSE OF: Professional Architect Services
regarding Firehouse #1 Exterior.**

IN THE AMOUNT OF: \$28,250.00

APPROPRIATED BY:

General Capital Bond Ordinance # 2025-10

DATED: THIS 14th Day of July 2025

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #190-2025

July 14, 2025

"Authorize the Award of a Required Disclosure Contract with Harold Pellow & Associates, Inc., for Firehouse Design Professional Services"

WHEREAS, the Town of Newton has a need for engineering design professional services for the project known as Firehouse #1 Exterior, through Harold Pellow & Associates, Inc., as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5, and a professional services contract, N.J.S.A. 40A:11-5; and

WHEREAS, the value of the services will exceed the pay to play threshold of \$17,500.00; and

WHEREAS, Harold Pellow & Associates, Inc., has provided a quote for professional services in the amount of \$55,000.00; and

WHEREAS, Harold Pellow & Associates, Inc., have completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the Town of Newton in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract; and

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

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton authorizes the Town Manager to enter into a contract with Harold Pellow & Associates, Inc., 17 Plains Road, Augusta, N.J. 07822-2009 not to exceed \$55,000.00, for professional engineering design services for the project known as Firehouse # 1 Exterior; and

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

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, July 14, 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 # 190-2025

APPROVING: Harold Pellow & Associates

**FOR THE PURPOSE OF: Professional Design Services regarding
Firehouse #1 Exterior.**

IN THE AMOUNT OF: \$55,000.00

APPROPRIATED BY:

General Capital Bond Ordinance # 2025-10

DATED: THIS 14th Day of July 2025

BY

A handwritten signature in blue ink, appearing to read "Tom Ferry", is written over a horizontal line.

THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #191-2025

July 14, 2025

“Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Diller Avenue & Stuart Street Resurfacing Project”

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

BE IT FURTHER RESOLVED that the Town Manager and/or Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application identified as **MA-2026-Diller Avenue & Stuart Street Improv-00580** to the New Jersey Department of Transportation on behalf of the Town of Newton;

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

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

ATTEST AND AFFIX SEAL

Teresa A. Oswin , RMC
Municipal Clerk

Helen R. Le Frois
Mayor, Town of Newton

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, July 14, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #192-2025

July 14, 2025

"Resolution for Increasing the Town of Newton's Bid Threshold to \$53,000"

WHEREAS, effective July 1, 2025, the Treasurer of the State of New Jersey has adjusted the bid threshold for awarding contracts under the Local Public Contracts Law. The change in the bid threshold allows municipalities with a Qualified Purchasing Agent to increase their bid threshold up to \$53,000; and

WHEREAS, as a result the new quote threshold for the above noted municipalities with a Qualified Purchasing Agent (QPA) is now \$7,950.00 (15% of the \$53,000 QPA bid threshold); and

WHEREAS, N.J.S.A. 40A:11-3a, permits an increase in the bid threshold if a Qualified Purchasing Agent is appointed as well as granted the authorization to negotiate and award such contracts below the bid threshold; and

WHEREAS, N.J.A.C. 5:34-5 et seq. establishes the criteria for qualifying as a Qualified Purchasing Agent; and

WHEREAS, Sean P. Canning of The Canning Group, LLC, was appointed the Town of Newton's Qualified Purchasing Agent by the adoption of Resolution #51-2025 and possesses the qualifications and designation of Qualified Purchasing Agent as issued by the Director of Local Government Services in accordance with N.J.A.C. 5:34-5 et seq.; and

WHEREAS, the Town of Newton desires to take advantage of the increased bid threshold;

NOW, THEREFORE BE IT RESOLVED, that we the Mayor and Town Council of the Town of Newton, in the Town of Newton, County of Sussex, in the State of New Jersey hereby increase bid threshold to \$53,000 and as a result the quote threshold shall be \$7,950 effective July 1, 2025.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, July 14, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #194-2025

July 14, 2025

"Accept and Approve Corrective Action Plan for the 2024 Audit"

WHEREAS, a Corrective Action Plan for the Audit Report Year of 2024 has been prepared and filed by Chief Municipal Finance Officer, Thomas M. Ferry; and

WHEREAS, said Plan has been reviewed by the Mayor and Council of the Town of Newton;

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Town of Newton that the Corrective Action Plan for the Audit Report Year of 2024 is accepted and approved for filing in the Municipal Clerk's Office.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, July 14, 2025.

Teresa A. Oswin, RMC
Municipal Clerk

TOWN OF NEWTON

COUNTY OF SUSSEX

CORRECTIVE ACTION PLAN

For the December 31, 2024 Report of Audit

This Corrective Action Plan has been prepared in accordance with federal and state guidelines. A copy will be maintained on file and available for public inspection in the Municipal Clerk's Office of the Town of Newton no later than 60 days from the date the audit was received. This plan will also be submitted to the State of New Jersey – Division of Local Government Services.

Finding #1

Audit Recommendation:

That purchase orders are prepared and approved prior to the purchase of goods or services to ensure the availability of funds.

Corrective Action:

All departments will be reminded that purchase orders must be prepared and approved before any goods are ordered or services rendered. This procedure ensures that funds are properly encumbered in advance of all purchases.

Finding #2

Audit Recommendation:

That planning/zoning and police departments at the Town maintain detailed cash receipts journals and reconcile with the Finance Department on a monthly basis in order to ensure accuracy.

Corrective Action:

The Chief Municipal Finance Officer will implement the use of standardized cash receipts journals for the Planning/Zoning and Police Departments. These departments will reconcile their journals with the Finance Department records on a monthly basis to ensure completeness and accuracy.

Finding #3

Audit Recommendation:

That the Police Department collections are deposited within 48 hours of receipt per state statute.

Corrective Action:

The Police Department has been advised that all collections must be deposited within 48 hours of receipt, as required by state statute. This policy will be monitored for ongoing compliance.

Finding #4

Audit Recommendation:

That an inventory valuation is performed for the Water/Sewer Utility Operating Fund on an annual basis.

Corrective Action:

An annual inventory valuation will be conducted for the Water/Sewer Utility Operating Fund to ensure compliance with accounting and reporting requirements.

Implementation Date: July 2025

Date of Audit Report: June 3, 2025

Reported By: Thomas M. Ferry, CPA/RMA/CMFO



TOWN OF NEWTON

RESOLUTION #195-2025

July 14, 2025

"Resolution Authorizing the Award of Bid #2-2025 – Phase I Sewer Rehabilitation Bid"

WHEREAS a need exists for the bid for the project known as Bid #2-2025 Phase 1 Sewer Rehabilitation Bid; and

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

WHEREAS the Town received bids on May 29, 2025, at 10:00am, wherein PM Construction Corp., was determined to be the lowest responsive and responsible bidder in accordance with N.J.S.A.40A:11-4a with a bid of \$3,008,263.75; 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 Council of the Town of Newton, County of Sussex, State of New Jersey, as follows:

1. The Town Council of the Town of Newton hereby awards Bid #2-2025 Phase 1 Sewer Rehabilitation Bid to PM Construction Corp., with a bid in the amount of \$3,008,263.75.
2. The Town Manager shall; ensure the Resolution and all accompanying procurement documents are forwarded to the State of New Jersey Office of the State Comptroller within 20 business days after award, in accordance with applicable law and administrative code.

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, July 14, 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 # 195-2025

APPROVING: PM Construction Corp.

FOR THE PURPOSE OF: Phase 1 Sewer Rehabilitation

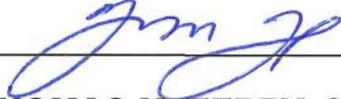
IN THE AMOUNT OF: \$3,008,263.75

APPROPRIATED BY:

Water/Sewer Bond Ordinance # 2023-11 and 2025-05

DATED: THIS 14th Day of July 2025

BY _____


THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #196-2025

July 14, 2025

"Resolution Authorizing the Refund of Pool Membership Fees"

WHEREAS, Anna E. Burgmeier purchased a Senior Citizen Couple pool membership for the 2025 season for the Pool at Memory Park; and

WHEREAS, said membership was purchased on June 28, 2025 in the amount of \$200.00; and

WHEREAS, Ms. Burgmeier has requested a refund of the membership fee due to an unforeseen circumstance; and

WHEREAS, the circumstances warrant consideration for a refund; and

WHEREAS, the Acting Pool Manager, Rebecca Hutsebaut, has reviewed the request and recommends approval of the refund; and

WHEREAS, it is in the best interest of the municipality to authorize this refund;

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

Section 1. The refund of pool membership fees in the amount of \$200.00 to Anna E. Burgmeier is hereby authorized and approved.

Section 2. The Treasurer is hereby authorized and directed to issue payment in the amount of \$200.00 to Anna E. Burgmeier for said refund.

Section 3. The Acting Pool Manager, Rebecca Hutsebaut, is authorized to process the membership cancellation and take any other administrative actions necessary to effectuate this Resolution.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, July 14, 2025.

Teresa A. Oswin, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #197-2025

July 14, 2025

“Resolution Authorizing the Town of Newton to Enter into a Shared Services Agreement with the Township of Hampton for the Resurfacing of the Town Of Newton Section of Plotts Road in Accordance with Provisions of N.J.S.A. 40a:65-1 Et. Seq. and N.J.S.A 40a:11-1 Et. Seq.”

WHEREAS, pursuant to Local Public Contracts Law N.J.S.A. 40A:11-5(2) et. seq., municipalities within the State of New Jersey are permitted to enter into agreements with other local units of government for the provisions of services; and

WHEREAS, the Township of Hampton has been awarded a grant from the State of New Jersey Department of Transportation (DOT), to fund the resurfacing of Plotts Road and has contracted to have the resurfacing project completed; and

WHEREAS, a portion of Plotts Road lies within the Town of Newton; and, it is in the interests of both Hampton Township and the Town of Newton to coordinate simultaneous resurfacing of the entirety of Plotts Road; and

WHEREAS, the Township of Hampton and the Town of Newton are desirous of entering into a Shared Services Agreement which will include the resurfacing of the Town of Newton's portion of Plotts Road as part of the resurfacing project, a copy of same which is attached hereto and made part hereof, under which allocation for responsibility and cost is also agreeable to both; and

WHEREAS, the parties have the authority to enter into the attached Agreement under the Shared Services Act, N.J.S.A. 40A:65-1 et. seq. and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq.;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Mayor of the Town of Newton and the Newton Municipal Clerk are hereby authorized to execute the Shared Services Agreement, a copy of which is attached hereto and made a part of hereof, between the Town of Newton and the Township of Hampton for the resurfacing of Plotts Road, upon receipt of an executed copy received from the Township of Hampton; and

BE IT FURTHER RESOLVED that, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et. seq., such Agreement shall be filed with and open to the public for inspection at the offices of the Municipal Clerk of the Town of Newton, immediately after the passage of same at 39 Trinity Street, Newton, New Jersey, Monday through Friday, 9:00 a.m. to 4:00 p.m., and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto; and

BE IT FURTHER RESOLVED that, pursuant to N.J.S.A. 40A:65-4(b), a copy of the Shared Services Agreement shall be filed with the Division of Local Government Services in the New Jersey State Department of Community Affairs for informational purposes.

Teresa A. Oswin, RMC
Municipal Clerk

Helen R. Le Frois, Mayor
Town of Newton

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, July 14, 2025.

Teresa A. Oswin, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made on this 8 day of July, 2025 between the Township of Hampton with offices located at One Rumsey Way, Newton, NJ 07860 (hereinafter “Hampton”) and the Town of Newton, with offices at 39 Trinity Street, Newton, NJ 07860 (hereinafter “Newton”) and identified individually and collectively as the “Party” or “Parties”;

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Plotts Road runs through the Township of Hampton and the Town of Newton;
and

WHEREAS, Hampton has been awarded a grant from the State of New Jersey Department of Transportation, to fund the resurfacing of Plotts Road and has contracted to have the resurfacing project completed and

WHEREAS, it is in the interests of both Hampton and Newton to coordinate simultaneous resurfacing of the entirety of Plotts Road;

WHEREAS, the Parties are desirous of entering into this shared service agreement pursuant to N.J.S.A. 40A:65-1 et seq. to coordinate the resurfacing of Plotts Road;

WHEREAS, the Hampton Township Engineer has provided a breakdown of the engineering and resurfacing costs attributable to the respective Hampton and Newton portions of the resurfacing project, a copy of which is attached hereto as Schedule A.

NOW THEREFORE, the undersigned parties agree to the following:

1. Hampton shall provide the necessary professional engineering and inspection, goods, materials and services through a contract awarded or to be awarded by Hampton for the purpose of resurfacing the entirety of Plotts Road.
2. To the extent that the grant obtained by Hampton from the State of New Jersey, Department of Transportation, does not cover the expenses attributable to the resurfacing project, including services, goods and materials, professional engineering and inspection fees and related costs set forth in Schedule A attached hereto, Hampton and Newton shall each be responsible for those costs based on their relative portions of the total project (Hampton being responsible for 79.63% of the costs and Newton being responsible for 20.37% of said costs), subject to any adjustments made hereafter based on change orders or modifications as determined by the Hampton Township Engineer.
3. Each party shall provide and coordinate sufficient traffic safety manpower for its

respective portion of Plotts Road while the resurfacing occurs.

4. Pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq., such Agreement shall be filed with and open to the public for inspection at the offices of the Municipal Clerks of the Township of Hampton and Town of Newton, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto.
5. Pursuant to N.J.S.A. 40A:65-4(b), a copy of the Shared Services Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes.

8 **IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals this day of July, 2025.

ATTEST:



Diana Juarez, Township Clerk

TOWNSHIP OF HAMPTON



Timothy Dooley, Mayor

ATTEST:

Teresa A. Oswin, Town Clerk

TOWNSHIP OF NEWTON

Helen R. Le Frois, Mayor

**HAMPTON TOWNSHIP
RESOLUTION #R2025-84**

**AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF HAMPTON AND
THE TOWN OF NEWTON FOR THE RESURFACING OF THE TOWN OF NEWTON SECTION OF
PLOTTS ROAD**

WHEREAS, pursuant to Local Public Contracts Law N.J.S.A. 40A:11-5(2) et seq., municipalities within the State of New Jersey are permitted to enter into agreements with other local units of government for the provisions of services; and

WHEREAS, Hampton has been awarded a grant from the State of New Jersey Department of Transportation, to fund the resurfacing of Plotts Road and has contracted to have the resurfacing project completed; and

WHEREAS, a portion of Plotts Road lies within the Town of Newton; and it is in the interests of both Hampton Township and the Town of Newton to coordinate simultaneous resurfacing of the entirety of Plotts Road;

WHEREAS, the Township of Hampton is desirous of entering into a Shared Services Agreement with the Town of Newton, with offices located at 39 Trinity Street, Newton, NJ 07860, which will include the resurfacing of the Town of Newton portion of Plotts Road; and

NOW, THEREFORE, BE IT RESOLVED, the Township Committee of the Township of Hampton, County of Sussex and State of New Jersey, hereby authorizes and approves a Shared Services Agreement between the Township of Hampton and the Town of Newton for the resurfacing of Plotts Road consistent with the draft agreement prepared in connection herewith and authorizes the Mayor and Clerk/Administrator to sign the final version of said agreement and such other documents as they deem appropriate to carry out the intent of this Resolution; and

BE IT FURTHER RESOLVED, that, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq., such Agreement shall be filed with and open to the public for inspection at the offices of the Municipal Clerk, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto; and

BE IT FURTHER RESOLVED, that, pursuant to N.J.S.A. 40A:65-4(b), a copy of the Shared Services Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes.

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the Township Committee of the Township of Hampton, in the County of Sussex, New Jersey, at a special meeting held on July 8, 2025.


Diana Juarez, RMC, Clerk
Hampton Township

**Plotts Road - Section I Resurfacing (Hampton Portion)
Hampton Township, County of Sussex**

HPA No. 25-151
Revised May 2025

Engineer's Cost Estimate

STD. ITEM NO.	NJDOT STD. ITEM NO.	ESTIMATE OF QUANTITIES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Milling & Paving (MCCPC) - Contract #6						
1	401009P	MILLING, 2" THICK	6,550	SQ. YD	\$2.95	\$19,322.50
2	401042M	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	630	TON	\$77.65	\$64,449.50
3	160004M	FUEL PRICE ADJUSTMENT	100%	L S	\$3,000.00	\$3,000.00
4	160007M	ASPHALT PRICE ADJUSTMENT	100%	L S	\$3,000.00	\$3,000.00
Total Estimated Cost of Construction (Milling & Paving - MCCPC):						\$89,772.00
Line Striping (MCCPC) - Contract # 36						
5	510003M	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" WIDE	3,280	LIN. FT.	\$0.305	\$994.30
6	510014M	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC (8" WIDE)	100	LIN. FT.	\$1.64	\$164.00
7	510015M	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC (12" WIDE GORE STRIPE)	170	LIN. FT.	\$2.50	\$425.00
8	510017M	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC (24" WIDE STOP BAR)	12	LIN. FT.	\$5.00	\$60.00
9	510060M	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC	128	SQ. FT.	\$6.25	\$800.00
Total Estimated Cost of Construction (Line Striping - MCCPC):						\$2,443.30
Drainage Inlet Accessories (MCCPC) - Contract #14						
10	602213M	TYPE "N" CURB BACK 8"	6	UNIT	\$216.00	\$1,296.00
11	NS	BOLT KIT	6	UNIT	\$7.95	\$47.70
Total Estimated Cost of Construction (Drainage Inlet Accessories - MCCPC):						\$1,343.70
Engineering						
13		PREPARATION OF CONSTRUCTION PLANS & INSPECTION	0	L S	\$13,451.52	\$13,451.52
Total Estimated Cost of Engineering						\$13,451.52 *
TOTAL ESTIMATED COST OF CONSTRUCTION:						\$107,010.52

SIGNED

Harold E. Pellow

Plotts Road - Section I Resurfacing (Newton Portion)
Hampton Township, County of Sussex

HPA No. 25-151
 Revised May 2025

Engineer's Cost Estimate - Newton Section

STD. ITEM NO.	NJDOT STD. ITEM NO.	ESTIMATE OF QUANTITIES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Milling & Paving (MCCPC) - Contract #9						
1	401009P	MILLING, 2" THICK	1,540	SQ. YD	\$2.95	\$4,543.00
2	401042M	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	195	TON	\$77.65	\$15,141.75
3	160004M	FUEL PRICE ADJUSTMENT	100%	L.S.	\$1,000.00	\$1,000.00
4	160007M	ASPHALT PRICE ADJUSTMENT	100%	L.S.	\$1,000.00	\$1,000.00
Total Estimated Cost of Construction (Milling & Paving - MCCPC):						\$21,684.75
Line Striping (MCCPC) - Contract #36						
5	610003M	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" WIDE	825	LIN. FT.	\$0.305	\$251.63
6	610014M	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC (8" WIDE)	115	LIN. FT.	\$1.64	\$188.60
7	610016M	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC (12" WIDE GORE STRIPE)	60	LIN. FT.	\$2.50	\$150.00
8	610017M	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC (24" WIDE STOP BAR)	30	LIN. FT.	\$5.00	\$150.00
9	610060M	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC	384	SQ. FT.	\$6.25	\$2,400.00
Total Estimated Cost of Construction (Line Striping - MCCPC):						\$3,140.23
Drainage Inlet Accessories (MCCPC) - Contract #14						
10	602213M	TYPE "N" CURB BACK, 8"	0	UNIT	\$216.00	\$0.00
11	NS	BOLT KIT	0	UNIT	\$7.95	\$0.00
Total Estimated Cost of Construction (Drainage Inlet Accessories - MCCPC):						\$0.00
Engineering						
13		PREPARATION OF CONSTRUCTION PLANS & INSPECTION	0	L.S.	\$2,549.28	\$2,549.28
Total Estimated Cost of Engineering						\$2,549.28
TOTAL ESTIMATED COST OF CONSTRUCTION:						\$27,374.26

SIGNED: Harold E. Pellow
 Harold E. Pellow, P.E., L.S., P.P., C.M.E. - President
 HAROLD E. PELLOW & ASSOCIATES, INC.
 Hampton Township Engineer



TOWN OF NEWTON

RESOLUTION #198-2025

July 14, 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 \$7,275,000, 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 wastewater treatment plant improvements, including all work and materials necessary therefor and incidental thereto (Project No. S340449-09) (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”);

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”);

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 \$7,275,000 (the “Note”);

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

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

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

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award the Note, including any renewals thereof, in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinances #2023-11 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 \$7,275,000;
- (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-26-1";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Municipal Finance Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

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

A.

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

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

Section 8. This resolution shall take effect immediately.

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

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, July 14, 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-26-1

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

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

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

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

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

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

"Applicable DLGS Requirements" means all State laws, rules and regulations pursuant to which the Borrower is subject to the regulatory jurisdiction of, and oversight and review by, the DLGS.

“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.

“DLGS” means the Division of Local Government Services in the New Jersey Department of Community Affairs.

“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, 2031, subject to being re-determined pursuant to the subsequent provisions 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. 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.

“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.

At any time following the date hereof, in the event of a determination by the I-Bank of a Finding of Unacceptable Credit Risk (as defined in the Credit Policy), the Borrower may be required to, among other things, (i) provide additional security for the Anticipated Long-Term Loan through mechanisms as shall be identified by the I-Bank, (ii) provide a rating re-affirmation, since the last review by the applicable Nationally Recognized Rating Agency(s) (as defined in the Credit Policy), and/or (iii) participate in a Financial Due Diligence Meeting (as defined in the Credit Policy).

The failure of the Borrower to undertake and complete such conditions precedent as described in this Section 3(a), 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) Annual Certification of Balanced Budget and Financial Reporting. The Borrower covenants and agrees that it shall submit to the I-Bank, in a form and at a time determined by the I-Bank, either (i) an annual certification of the Borrower that shall state that (A) the Borrower has timely provided to the DLGS a balanced budget for the current fiscal year of the Borrower and any financial reports required by DLGS and (B) such budget has been approved by the DLGS and finally adopted by the Borrower, all in accordance with the Applicable DLGS Requirements, or (ii) a detailed explanation as to

why the Borrower is unable to render to the I-Bank the certification identified in the preceding clause (i).

(j) 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 then due and owing pursuant to the provisions of this Note; (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;
- (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; and
- (iv) 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 has failed to comply with Section 3(i) hereof.

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
Clerk

By: _____
Thomas M. Ferry
Chief Municipal Finance Officer



TOWN OF NEWTON

RESOLUTION #199-2025

July 14, 2025

"Resolution Awarding Professional Engineering Services Related to State Revolving Fund Project Prioritization Services"

WHEREAS, the Town of Newton is in need of engineering services related to State Revolving Fund Project Prioritization Services 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 \$15,000.00; 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, and the Municipal Clerk to attest, 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 services related to State Revolving Fund Project Prioritization Services in the amount of \$15,000.00.

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, July 14, 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 # 199-2025

APPROVING: Suburban Consulting Engineers

**FOR THE PURPOSE OF: Professional Engineering Services
related to State Revolving Fund Prioritization Services.**

IN THE AMOUNT OF: Not to exceed \$15,000.00

APPROPRIATED BY:

Water/Sewer Capital Fund – Ordinance 2023-08 & 2024-25

DATED: THIS 14th Day of July 2025

BY



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER



TOWN OF NEWTON

RESOLUTION #200-2025

July 14, 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, July 14, 2025.

Teresa A. Oswin, RMC
Municipal Clerk

List of Bills - CLEARING/CLAIMS

Meeting Date: 07/14/2025 For bills from 06/24/2025 to 07/11/2025

Check#	Vendor	Description	Payment	Check Total
13462	4834 - ACE SERVICE GROUP	PO 67445 B: Generator Service/ Qtrly PM Service 2	1,000.00	
		PO 67445 B: Generator Service/ Qtrly PM Service 2	1,000.00	2,000.00
13463	2799 - AFLAC	PO 68136 Vol Ben - Disability, Hospital, Accident	2,776.96	2,776.96
13464	2141 - AIRMATIC COMPRESSOR SYSTEMS, INC.	PO 67734 Svc Contract Morris Lk/ 2025 contract/ c	1,056.93	1,056.93
13465	3897 - AMAZON CAPITAL SERVICES	PO 68056 Pool Staff Uniforms and Office Organizer	290.03	
		PO 68067 Laptop dock and cable	425.11	
		PO 68142 Wall clock and cleaning wipes	43.72	
		PO 68142 Wall clock and cleaning wipes	23.54	
		PO 68160 SUPPLIES FOR MUNICIPAL FAIR DISPLAY - 20	148.30	
		PO 68160 SUPPLIES FOR MUNICIPAL FAIR DISPLAY - 20	98.86	1,029.56
13466	3897 - AMAZON CAPITAL SERVICES	PO 68161 EVENT SUPPLIES (CHANGING TENT AND COOLER	292.78	
		PO 68161 EVENT SUPPLIES (CHANGING TENT AND COOLER	195.17	
		PO 68164 Book - "The First 90 Days..." - 2 copies	19.27	
		PO 68164 Book - "The First 90 Days..." - 2 copies	10.38	
		PO 68184 Movie night supplies	101.92	619.52
13467	3869 - AMERICAN FIDELITY ASSURANCE	PO 68138 JUNE 2025 - Vol Benefits - LTD, Critical	669.80	669.80
13468	3868 - AMERICAN FIDELITY ASSURANCE COMPANY	PO 68137 FSA - Voluntary - JUNE 2025	250.00	250.00
13469	4960 - ANNA BURGMEIER	PO 68167 REFUND POOL MEMBERSHIP 25'	200.00	200.00
13470	4596 - ATLANTIC COMFORT SYSTEMS	PO 67699 HVAC SERVICES/ Mini Split Services	558.00	558.00
13471	2757 - ATLANTIC TACTICAL INC.	PO 66604 AMMO Quote #80808106	973.88	973.88
13472	32 - B & R UNIFORM, INC.	PO 68154 PD BADGE	174.00	174.00
13473	3251 - BADGER METER, INC.	PO 68158 Serv Agreement Beacon Mobile Hosting/ Wa	1,176.00	1,176.00
13474	3087 - BASSANI POWER EQUIPMENT	PO 68178 Mower/ Fuel Pump	253.42	253.42
13475	3905 - BLUE DIAMOND DISPOSAL INC.	PO 68159 Bulk Pickup CUST #20418 \$695/per ton	8,173.20	8,173.20
13476	300 - BRIGHTSPEED	PO 67000 B: ALARM CIRCUITS A/C #309485585 HIGH ST	125.85	125.85
13477	702 - C W A LOCAL 1032	PO 68135 Police Dispatch Dues - JUNE 2025	261.31	261.31
13478	3893 - CAMPBELL SUPPLY OF SUSSEX CTY LLC	PO 68089 Truck #/ Universal Steering Shaft	423.29	423.29
13479	192 - CAMPBELL'S SMALL ENGINE INC.	PO 68162 Mower Rprs/Parks maint	134.94	134.94
13480	4806 - CARDIO PARTNERS INC	PO 68095 AED PADS CUST#437624 QUOTE #20383-D5Z4	993.00	993.00
13481	4706 - CARLUCCI, MICHAEL	PO 67016 B: MUNICIPAL JUDGE (N \$40,205.00 + G \$3,	3,800.41	3,800.41
13482	77 - CCP INDUSTRIES, INC.	PO 68098 Paper Towel/ Large RollsCust #53794	757.50	
		PO 68098 Paper Towel/ Large RollsCust #53794	243.64	1,001.14
13483	3770 - CINTAS	PO 67252 B: Water Filtration/Cooler/Cleaning (J-D	45.00	
		PO 67252 B: Water Filtration/Cooler/Cleaning (J-D	135.00	180.00
13484	3770 - CINTAS	PO 67343 B: FIRST AID SUPPLIES DPW/WS/TH Jan - De	315.98	
		PO 67343 B: FIRST AID SUPPLIES DPW/WS/TH Jan - De	75.88	391.86
13485	3770 - CINTAS	PO 67971 B: Uniforms DPW & WS/ Paper Supplies/ Ma	329.66	
		PO 67971 B: Uniforms DPW & WS/ Paper Supplies/ Ma	765.72	1,095.38
13486	1632 - COOPER ELECTRIC SUPPLY CO.	PO 68110 STREET LIGHT REPAIRS ACCT #25779	283.90	283.90
13487	2639 - COUNTY OF SUSSEX	PO 68077 2nd qtrr Pilots due Cty, Thor, RPM, & WS	11,074.54	11,074.54
13488	155 - COYNE CHEMICAL CORP., INC.	PO 67162 B: Sodium Bisulfite 38% @ \$.5833/lb - Ja	1,451.76	1,451.76
13489	4500 - CRYSTAL MOUNTAIN SPRINGS	PO 67003 B: WATER DELV acct #1483	154.80	154.80
13490	4827 - CTS LANGUAGE LINK	PO 68166 Interpretation Services - June Court Ses	44.58	
		PO 68171 PD LANGUAGE SERVICES	14.82	59.40
13491	3462 - D'ANNIBALE, JOSEPH	PO 68108 HOTEL & PARKING REIMBURSEMENT	488.70	488.70
13492	4386 - DECOTIIS, FITZPATRICK, COLE& GIBLIN, LLP	PO 68069 GEN REDEVELOPMENT -MAY	721.50	
		PO 68072 NEWTON 213 LLC - SHOP RITE	6,222.80	6,944.30
13493	4525 - DISA GLOBAL SOLUTIONS	PO 68123 Pre-Employment Screening - JULY 2025	1,614.60	1,614.60
13494	3000 - ELAN FINANCIAL SERVICES	PO 68064 Name Badge - Pool - Rhyan Hernandez	238.02	238.02
13495	3000 - ELAN FINANCIAL SERVICES	PO 68103 NJCPA MEMBERSHIP T FERRY	415.00	415.00
13496	4775 - ENGIE POWER & GAS LLC #411330	PO 67002 B: NATURAL GAS	282.95	
		PO 67002 B: NATURAL GAS	86.28	369.23
13497	676 - EQUITABLE	PO 68134 Equitable - Def Comp - June 18 & July 3	14,420.00	14,420.00
13498	4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC.	PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	2,314.00	
		PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	195.00	
		PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	4,053.41	6,562.41
13499	4355 - FAIRLEIGH DICKINSON UNIVERSITY	PO 68107 FDU Course - Seminar in Strategic Manage	2,609.00	2,609.00
13500	4039 - FARMSIDE LANDSCAPE & DESIGN INC	PO 67284 B: FIELD MAIN/SPORTS FIELDS - Softball &	1,170.00	1,170.00
13501	4653 - FATHER JOHNS	PO 68173 TRANSFER FEE	250.00	250.00
13502	4747 - FF1 APPARATUS LLC	PO 65997 SERVICE CALLS ENG #1ELETRICAL	497.28	
		PO 66894 TOWER #4	999.70	1,496.98

List of Bills - CLEARING/CLAIMS

Meeting Date: 07/14/2025 For bills from 06/24/2025 to 07/11/2025

Check#	Vendor	Description	Payment	Check Total
13503	197 - FIRE FIGHTERS EQUIPMENT CO. INC.	PO 68177 FIRE EXTINGUISHERS	589.00	589.00
13504	2377 - FOREMOST PROMOTIONS, INC.	PO 67678 POLICE DEPARTMENT EVENT HANDOUTS Q# 363	898.08	898.08
13505	807 - FRANK SEMERARO CONSTRUCTION, INC.,	PO 67262 B: LEAK DETECTION	1,050.00	1,050.00
13506	3318 - FREDON ANIMAL HOSPITAL	PO 68151 VETERINARY SERVICES	1,057.00	1,057.00
13507	4506 - GLENN C KIENZ	PO 67011 B: 2025 PLANNING BOARD ATTORNEY (800/MNT	800.00	800.00
13508	4398 - GLOBAL RECYCLING SOLUTIONS LLC	PO 67207 B: Recycling Collection: Jan to Dec 2025	1,405.18	1,405.18
13509	1608 - GOLD TYPE BUSINESS MACHINES	PO 66748 DRIVER LICENSE READER	6,140.40	6,140.40
13510	2313 - GRAVITY DESIGN WORKS, INC.	PO 68163 10 DOUBLE SIDED YARD SIGNS FOR EVENT PAR	38.00	
		PO 68163 10 DOUBLE SIDED YARD SIGNS FOR EVENT PAR	57.00	95.00
13511	232 - HAMBURG PLUMBING SUPPLY CO INC	PO 68180 Stock/ PVC /Cl Room cust #14037	90.37	90.37
13512	2831 - HAMPTON RV SALES, INC.	PO 68091 Equip Main/Lighting Harness/ Trailer cab	430.45	430.45
13513	4912 - HARBOR FREIGHT	PO 68113 Light Bar/ Spls/Wiring	979.95	979.95
13514	3804 - HAYDEE BALLESTER	PO 67010 B: COURT TRANSLATION	150.00	150.00
13515	4901 - HAYDEN'S SERVICE CENTER	PO 68157 Tires/ DPW	336.90	336.90
13516	230 - HAYEK'S MARKET INC.	PO 68124 6/30/25 - Working lunch - Professionals	26.56	
		PO 68124 6/30/25 - Working lunch - Professionals	14.30	40.86
13517	4943 - HERO OUTFITTERS	PO 67800 NPD BADGES FLX736	1,050.00	1,050.00
13518	3876 - HOLLAND COMPANY, INC.	PO 67158 B: EPIC 2400 (\$149,000 @ \$5.71/Gal) Jan	11,494.23	11,494.23
13519	1866 - HOME DEPOT, INC.	PO 68101 PLANTS SPRING STREET	109.32	
		PO 68104 Muriatric Acid & Chlorine Tablets	322.66	
		PO 68172 June 13 to June 27/ Lake Rpr/ Townhall/	1,843.10	
		PO 68172 June 13 to June 27/ Lake Rpr/ Townhall/	111.96	
		PO 68172 June 13 to June 27/ Lake Rpr/ Townhall/	546.12	2,933.16
13520	4480 - HUNTON, BARBARA	PO 68062 Reimbursement for Pool Equipment - Head	125.92	125.92
13521	4959 - IIA FIRE DEPARTMENT TESTING	PO 68174 ANNUAL LADDER TESTING	1,947.50	1,947.50
13522	332 - J & D SALES & SERVICE, LLC.	PO 67155 WATER RECYLC MAINT RENEW 1/2025 - 12/202	250.00	250.00
13523	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 68146 PLANNING -JUNE	8,485.00	
		PO 68146 PLANNING -JUNE	1,582.50	
		PO 68146 PLANNING -JUNE	620.00	10,687.50
13524	1271 - JCI JONES CHEMICALS, INC	PO 67156 B:Liq Gas Sulfer Dioxide (\$17,000 @ \$1.6	2,430.00	
		PO 67157 B: LIQUID CHLORINE/GAS (\$350 PER Cyl @15	4,607.35	7,037.35
13525	113 - JERSEY CENTRAL POWER & LIGHT, INC.	PO 66993 B: ELECTRIC BLDG'S & STREET LIGHTING	8,197.71	8,197.71
13526	3067 - JERSEY SHIRTS & DESIGNS	PO 68061 Pool Staff Uniforms	1,024.00	1,024.00
13527	3067 - JERSEY SHIRTS & DESIGNS	PO 68119 Polos for staff and Council (add'l sizes	110.60	
		PO 68119 Polos for staff and Council (add'l sizes	205.40	316.00
13528	4836 - JESKY PHIL	PO 68183 ACO SUPPLIES REIMBURSEMENT	150.08	150.08
13529	3772 - JK HVAC SERVICE, LLC.	PO 67577 Heating Issues/ Police Firehouse #1	8,342.05	
		PO 68097 Firehouse #1/ Coil Cleaning / Replaced b	360.00	
		PO 68097 Firehouse #1/ Coil Cleaning / Replaced b	2,391.05	11,093.10
13530	2618 - JMC ENVIRONMENTAL CONSULTANTS, INC.	PO 68066 REMEDIATION TWN GARAGE -MAR-MAY	170.00	170.00
13531	3989 - KIEFER SWIM PRODUCTS, LLC.	PO 68058 Lifeguard Bathing Suits	356.00	356.00
13532	2569 - KIEFFER ELECTRIC, INC.	PO 66612 Electrical upgrade projects	30,310.00	30,310.00
13533	3711 - KKPR MARKETING & PUBLIC RELATIONS,	PO 66984 B: PUBLIC RELATIONS & SPECIAL EVENTS MAR	345.00	345.00
13534	4658 - LAW OFFICE OF ORLANDO R RODRIGUEZ, LLC.	PO 67014 B: 2025 PUBLIC DEFENDER ((N \$13,500. G \$	183.33	
		PO 67014 B: 2025 PUBLIC DEFENDER ((N \$13,500. G \$	1,125.00	1,308.33
13535	4668 - LAW OFFICES OF CHIRAG D. MEHTA, LLC.	PO 67015 B: PROSECUTOR (N \$31,000 G \$2,250 F \$1,5	2,920.81	2,920.81
13536	2300 - LOWE'S , INC.	PO 68083 Supplies for Building Main/ Rpr Bathroom	94.30	94.30
13537	352 - LUBRICATION ENGINEERS INC	PO 68181 OIL /Gearbox CUST #C0530901 001	337.06	337.06
13538	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 67253 B: Liq Sodium Hypochlorite (\$29,250 @ \$3	2,145.00	
		PO 67956 B: POOL CHEMICALS	3,601.20	5,746.20
13539	62 - MGL FORMS - SYSTEMS, LLC.	PO 67439 TAX COLLECTOR TAX BILLS	735.00	735.00
13540	4381 - MID-AMERICAN ELEVATOR CO., INC.	PO 67237 B: ELEVATOR MAINT (TH & POLICE) Jan - De	525.00	525.00
13541	4851 - MITCHELL 1	PO 68120 PRO DEMAND REPAIR	2,880.00	2,880.00
13542	53 - MONTAGUE TOOL & SUPPLY, INC.	PO 68076 PLATE COMPACTOR	2,537.49	2,537.49
13543	3339 - MUNI CLERKS ASSO OF NJ	PO 68106 K. Alcock 2026 Membership Renewal	75.00	75.00
13544	255 - NEW JERSEY PLANNING OFFICIALS	PO 68065 Board Member Training Course - Perigo	110.00	110.00
13545	700 - NEWTON PATROLMANS ASSOCIATION	PO 68133 PBA DUES - JUNE 2025	900.00	900.00
13546	1745 - NEWTON SUPERIOR OFFICERS	PO 68132 SOA DUES - JUNE 2025	420.00	420.00
13547	2835 - NJMEBF	PO 68140 MEDICAL/DENTAL - JULY 2025	34,800.00	
		PO 68140 MEDICAL/DENTAL - JULY 2025	237,854.32	
		PO 68140 MEDICAL/DENTAL - JULY 2025	16,331.68	
		PO 68141 MEDICAL/DENTAL - JUNE 2025	33,198.78	

List of Bills - CLEARING/CLAIMS

Meeting Date: 07/14/2025 For bills from 06/24/2025 to 07/11/2025

Check#	Vendor	Description	Payment	Check Total
		PO 68141 MEDICAL/DENTAL - JUNE 2025	168,353.22	
		PO 68141 MEDICAL/DENTAL - JUNE 2025	34,800.00	525,338.00
13548	1762 - NJSACOP	PO 68092 OPRA COURSE	299.00	299.00
13549	4350 - NW FINANCIAL GROUP LLC	PO 68165 REDEVELOPMENT	3,856.25	3,856.25
13550	4587 - OCEAN RESORT CASINO	PO 68121 Lodging for LOM Conference Attendees - N	3,593.10	
		PO 68121 Lodging for LOM Conference Attendees - N	477.90	
		PO 68144 NJLOM 2025 Conference	354.00	4,425.00
13551	2882 - ONE CALL CONCEPTS, INC.	PO 66986 B: ONE CALL MESSAGES	593.60	593.60
13552	4383 - OPTIMUM	PO 66998 B: DIGITAL CONVERTERS & DTA'S	159.70	159.70
13553	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 67006 B: SLUDGE DISPOSAL A/C #12701 (\$107	9,355.50	9,355.50
13554	4945 - PENNYROSE COFFEE CORP	PO 68143 7/2/25 - Refreshments for meeting	8.97	
		PO 68143 7/2/25 - Refreshments for meeting	4.83	13.80
13555	4204 - PLANET NETWORKS INC.	PO 66996 B: PHONE SYSTEM HOSTING/INTERNET/LICENSE	2,766.05	
		PO 67255 B: Internet Access: Jan - Dec 2025- Wate	1,859.70	
		PO 67256 B: Internet Access: Jan - Dec 2025- DPW	899.70	5,525.45
13556	2121 - POSTER COMPLIANCE CENTER	PO 68139 LABOR LAW POSTER 1 YEAR	139.91	
		PO 68139 LABOR LAW POSTER 1 YEAR	259.84	399.75
13557	2212 - PROCESS TECH SALES AND SERVICE	PO 68169 WATER PLANT TURBIDITY PM/Service June 4,	1,251.20	1,251.20
13558	4479 - QMI HOLDING INC	PO 65389 Recreation OFFICE WINDOW SHUTTER	1,565.01	1,565.01
13559	4273 - QUADIENT INC.	PO 68059 INK CART POSTAGE MACH IX3-5-7 HI CAP Se	251.70	251.70
13560	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 67008 B: GAS ACCT #40382	9,430.98	9,430.98
13561	4203 - RAPID PUMP	PO 67289 To Pump Out Excessive Ground And Rainwat	9,570.00	
		PO 67513 Needed Per Report For Flocculator And Ge	5,640.00	
		PO 67604 B: Sewer Utility Qtrly Service Inspectio	6,800.00	
		PO 67605 B: Water Utility Qtrly Service Inspectio	3,500.00	
		PO 68179 Pump Trickling Filter	935.68	26,445.68
13562	4425 - Reliance Standard Life Insurance Co	PO 68131 FIRE ACC/LIFE INS - June 2025	429.56	429.56
13563	55 - SCHMIDT'S WHOLESale, INC	PO 68156 CLAMPS/ BALLS/ POWERSEAL CUST #600	295.74	295.74
13564	4868 - SCHEMITZ SAFE & LOCK LLC	PO 68087 Re-Key/ Copy Keys/ All Doors	379.75	379.75
13565	126 - SCMUA	PO 66990 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	845.30	
		PO 66990 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	180.45	1,025.75
13566	4830 - SEARCH GEEK SOLUTIONS LLC	PO 67759 SEO Plan - Implementation and monthly se	1,416.67	1,416.67
13567	3674 - SPARTA TOWNSHIP	PO 68145 POLICE DETAIL FOR SPARTA AVE WTR MAIN RE	375.44	375.44
13568	2257 - STAPLES	PO 67436 Parks Printer	54.27	
		PO 68082 Office Supplies:	96.63	
		PO 68094 PD OFFICE OFFICE SUPPLIES	425.57	
		PO 68102 HR OFFICE SUPP'S	372.90	
		PO 68152 B: PD OFFICE SUPPLIES	586.09	1,535.46
13569	1982 - State of NJ, DCA ELSA	PO 67706 2025 ELEVATOR INSPECTION #1915-00118-001	334.00	334.00
13570	2056 - SUBURBAN PROPANE, LP.	PO 67936 B: Propane	727.74	727.74
13571	3442 - SUNLIGHT GENERAL	PO 66992 B: ELECTRIC DPW/STP	1,649.45	
		PO 66992 B: ELECTRIC DPW/STP	3,067.75	4,717.20
13572	102 - SUSSEX CAR WASH INC	PO 66983 B: CAR WASHES	108.00	108.00
13573	3603 - SUSSEX COUNTY COMMUNITY COLLEGE	PO 68168 ANNUAL TRAINING FEE	500.00	500.00
13574	2310 - SUSSEX COUNTY ENGINEERING DIVISION	PO 68030 Update Signage Per Ordinance per 2025-9	451.29	
		PO 68081 2025 SIGNAL MAINTANCE SHARED SERVICE AGR	816.68	1,267.97
13575	130 - SUSSEX COUNTY P & H, INC.	PO 67136 B: PLUMBING SUPPLIES 2025	21.60	21.60
13576	371 - T.A. MOUNTFORD COMPANY, INC.	PO 68148 COPIER CONTRACT 1ST & GROUND FLR'S	950.00	950.00
13577	4712 - TANKEL JESSICA	PO 68186 July 4th balloons	135.00	135.00
13578	2479 - TAYLOR OIL CO., INC.	PO 67007 B: DIESEL ACCT #01-0062714	5,506.73	5,506.73
13579	3404 - TEAM LIFE, INC.	PO 68118 AED LITHIUM BATTERY & PADS Quote #20695	398.00	398.00
13580	4278 - TEXAS LIFE INSURANCE COMPANY	PO 68130 Life Insurance - JUNE 2025	88.45	88.45
13581	3851 - THE CANNING GROUP, LLC.	PO 67013 B: 2025 QPA ANN \$9,000	750.00	750.00
13582	2781 - THE CHILLA BUSINESS COUNSEL	PO 66980 B: LABOR ATTORNEY (\$170/HR NOT TO EXCE	331.50	331.50
13583	1601 - TILCON NEW YORK, INC.	PO 68111 Repair Water Leaks/ NJDOT	792.40	792.40
13584	2880 - TRACTOR SUPPLY	PO 68176 Air Fan	329.99	329.99
13585	691 - TRANS WORLD ASSURANCE CO.	PO 68129 TWA - Voluntary Life - JUNE 2025	400.00	400.00
13586	4013 - TRANSUNION ALTERNATIVE RISK & DATA,	PO 68153 ONLINE INVESTIGATION SERVICE acct #7971	75.00	75.00
13587	4130 - UNITED FIRE PROTECTION CORP.	PO 66601 Inspect FIRE ALARM SYSTEM Equipment 11/1	5,100.00	
		PO 68182 Rpr - Trouble Ticket on Main Panel/ WTP	1,686.00	6,786.00
13588	4152 - UNITED SITE SERVICES, INC	PO 67004 B: SLUDGE REMOVAL STP A/C #74732 (\$1	37,623.60	
		PO 67005 B: CHEMICAL WASTE REMOVAL WTP A/C #7473	1,494.99	39,118.59

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Meeting Date: 07/14/2025 For bills from 06/24/2025 to 07/11/2025

Check#	Vendor	Description	Payment	Check Total
13589	1469 - UNIVERSAL SUPPLY GROUP INC.	PO 68109 Air Filter Rplmnt	216.12	216.12
13590	1257 - UNUM LIFE/DISABILITY INSUR	PO 68128 UNUM - Voluntary - LTD - JUNE 2025	906.81	906.81
13591	2716 - UPSEU LOCAL 424J	PO 68127 DFW - Monthly Dues - JUNE 2025	798.00	798.00
13592	4852 - VEOLLA ES TECHNICAL SOLUTIONS LLC	PO 66439 Disposal of Hazardous Waste	1,520.40	1,520.40
13593	4904 - VIKING TERMITE & PEST CONTROL, LLC.	PO 67075 Rodent Control/ Monthly Service	125.00	125.00
13594	1158 - VISION SERVICE PLAN	PO 68126 VISION - JULY 2025	1,231.82	1,231.82
13595	2635 - W.B. MASON, INC.	PO 68086 Office supplies	148.48	148.48
13596	217 - W.E. TIMMERMAN COMPANY, INC.	PO 68090 SWEEPERS PARTS/ Deflectors/ Nuts/ Bolts	514.89	514.89
13597	1500 - WALMART	PO 67859 B: ACO KENNEL/MED SUPPLIES	131.88	
		PO 67859 B: ACO KENNEL/MED SUPPLIES	208.97	
		PO 67859 B: ACO KENNEL/MED SUPPLIES	184.48	
		PO 68088 Office Supplies: Shelf	53.72	579.05
13598	633 - WEIS MARKETS, INC.	PO 68105 Concessions for Slushy Machine	79.75	
		PO 68185 Slushy Concessions	79.75	159.50
13599	4822 - WILDFLOWERS OF SUSSEX COUNTY	PO 68068 Sympathy arrangement - Schiffner Family	95.00	95.00
13600	3080 - WINGLE SUPPLY COMPANY INC.	PO 68039 Wall Block- Walking Trail Diller to Low	3,863.20	3,863.20
TOTAL				865,926.45

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-192-08-103-000	TOTAL A: LOCAL REVENUES			200.00	
01-192-08-200-000	TOTAL G: OTHER SPECIAL ITEMS OF REVENUE			8,300.00	
01-194-08-100-000	TOTAL MISC REVENUE NOT ANTICIPATED			2,774.54	
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	5,148.19			
01-201-20-105-200	HUMAN RESOURCE - OTHER EXPENSES	372.90			
01-201-20-110-200	TOWN COUNCIL - OTHER EXPENSES	1,511.00			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	326.70			
01-201-20-130-200	FINANCE ADMINISTRATION - OTHER EXPENSES	1,123.00			
01-201-20-145-200	COLLECTION OF TAXES - OTHER EXPENSES	735.00			
01-201-20-150-200	ASSESSMENT OF TAXES - OTHER EXPENSES	531.00			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	6,812.22			
01-201-20-175-200	HISTORIC COMMISSION - OTHER EXPENSES	156.00			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	8,310.00			
01-201-21-181-200	COMMUNITY DEVELOPMENT - OTHER EXPENSES	2,079.00			
01-201-23-210-200	OTHER INSURANCE PREMIUMS - OTHER EXPENSE	429.56			
01-201-23-220-300	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	407,439.36			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	4,601.91			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	333.67			
01-201-25-252-200	EMERGENCY MANAGEMENT - OTHER EXPENSES	3,211.11			
01-201-25-255-200	FIRE DEPARTMENT - OTHER EXPENSES	2,536.50			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	5,002.92			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	2,226.78			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	20,731.28			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	3,748.19			
01-201-27-331-200	OCCUPATIONAL HEALTH - OTHER EXPENSES	1,614.60			
01-201-27-340-200	ANIMAL CONTROL - OE	1,982.41			
01-201-28-370-200	RECREATION - OTHER EXPENSES	454.91			
01-201-28-371-200	SWIMMING POOL - OTHER EXPENSES	6,092.83			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	1,612.63			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	29,176.63			
01-201-32-465-200	RECYCLING TAX (PL2007 c.311)O/S CAP	23.70			
01-201-42-107-100	INTERLOCAL - FREDON TWP COURT	450.00			
01-201-42-108-100	INTERLOCAL - GREEN TWP COURT	520.83			
01-201-43-490-200	MUNICIPAL COURT - OTHER EXPENSES	3,544.99			
01-203-21-180-200	(2024) PLANNING BOARD - OTHER EXPENSES		110.00		
01-203-25-240-200	(2024) POLICE DEPARTMENT - OTHER EXPENSES		1,473.88		
01-203-26-315-200	(2024) VEHICLE MAINTENANCE - OTHER EXPENSES		7,637.38		
01-203-44-900-000	(2024) CAPITAL IMPROVEMENTS - OTHER EXPENSES		2,259.00		

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-260-05-100	DUE TO CLEARING			0.00	545,594.62
TOTALS FOR	CURRENT FUND	522,839.82	11,480.26	11,274.54	545,594.62
02-213-40-000	RES PUBLIC/PRIVATE GRANTS			3,863.20	
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			32,643.29	
02-260-05-100	Due to Clearing			0.00	36,506.49
TOTALS FOR	STATE AND FEDERAL GRANTS	0.00	0.00	36,506.49	36,506.49
04-215-55-919-000	ORD 2023-9 CR 519 SIDEWALKS (MILL ST)			620.00	
04-260-05-100	Due to Clearing			0.00	620.00
TOTALS FOR	GENERAL CAPITAL	0.00	0.00	620.00	620.00
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	188,389.57			
09-203-56-501-200	(2024) W&S OPERATING - TOTAL OTHER EXPENSES		6,620.40		
09-260-05-100	DUE TO CLEARING			0.00	195,009.97
TOTALS FOR	WATER/SEWER UTILITY	188,389.57	6,620.40	0.00	195,009.97
20-260-05-100	Due to Clearing			0.00	71,421.79
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			261.31	
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			49,530.46	
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	71,421.79	71,421.79
31-260-05-100	DUE TO CLEARING			0.00	10,550.78
31-287-56-107	RES RECREATION (ALL)			159.50	
31-287-56-109	RESERVE FOR RECYCLING			8,173.20	
31-287-56-117	RESERVE FOR MUNIC PUBLIC DEFENDER			1,125.00	
31-287-56-118	RESERVE FOR POLICE DONATIONS *			898.08	
31-287-56-119	RESERVE O/S EMPLOYMENT OFF-DUTY POLICE *			195.00	
TOTALS FOR	TRUST	0.00	0.00	10,550.78	10,550.78
33-260-05-100	DUE TO CLEARING			0.00	6,222.80
33-286-56-109-000	NEWTON 213 LLC - SHOP RITE			6,222.80	
TOTALS FOR	DEVELOPERS ESCROW	0.00	0.00	6,222.80	6,222.80

Total to be paid from Fund 01 CURRENT FUND	545,594.62
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	36,506.49
Total to be paid from Fund 04 GENERAL CAPITAL	620.00
Total to be paid from Fund 09 WATER/SEWER UTILITY	195,009.97
Total to be paid from Fund 20 PAYROLL	71,421.79
Total to be paid from Fund 31 TRUST	10,550.78
Total to be paid from Fund 33 DEVELOPERS ESCROW	6,222.80

ACCOUNT DESCRIPTION CURRENT YR APPROP. YEAR NON-BUDGETARY CREDIT

865,926.45

Checks Previously Disbursed

351	RTLF-NJ II LLC		TAX SALE CERTIFICATE #2024-002 RED	12,600.00	6/25/2025
352	PAYROLL ACCOUNT		7/3 TRUST PAYROLL	57,857.25	7/03/2025
2332	RTLF-NJ II LLC		TAX SALE CERTIFICATE #2024-002 RED	12,002.93	6/25/2025
13457	HOME DEPOT, INC.	Multiple:		4,085.85	7/02/2025
13458	HOME DEPOT, INC.	Multiple:		5,996.97	7/02/2025
13459	DOMINICK'S PIZZA LLC	Multiple:		260.31	7/08/2025
13460	JESKY PHIL	PO# 68117	ACO SUPPLIES REIMBURSEMENT	22.47	7/09/2025
13461	ALL ACCESS STAGING & PRODUCTIONS, INC.	Multiple:		1,250.00	7/11/2025
250144	US BANK OPER.CTR/TRUST MGMT		MCIA 21' REFUND BOND INT	13,672.78	6/27/2025
250145	CAPITAL ACCOUNT		MOVE S NJ I BANK MEMORY PARK DRAIN	3,086.00	6/27/2025
250146	WATER & SEWER CAPITAL ACCOUNT		MOVE S NJ I BANK W/S EQUIP TO W/S	4,569.00	6/27/2025
250147	PAYROLL ACCOUNT		7/3 CURRENT PAYROLL	240,864.03	7/03/2025
250148	ELAVON, INC.	PO# 66988	B: COURT MERCHANT FEE	67.34	7/03/2025
250156	ELAVON, INC.	PO# 66988	B: COURT MERCHANT FEE	85.05	6/30/2025
250225	PAYROLL ACCOUNT		7/3 GRANT PAYROLL	528.09	7/03/2025
250932	PAYROLL ACCOUNT		7/3 TRUST PAYROLL	56,028.33	7/03/2025
252050	PUBLIC EMPLOYEE RETIRE SYSTEM		PERS to state -JUNE	26,113.05	7/03/2025
252051	POLICE & FIRE RETIREMENT SYSTEM		PFRS to State -JUNE	24,678.76	7/03/2025

				463,768.21	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	268,657.01	545,594.62	814,251.63
Fund 02 STATE AND FEDERAL GRANTS	528.09	36,506.49	37,034.58
Fund 04 GENERAL CAPITAL	2,794.59	620.00	3,414.59
Fund 08 WATER/SEWER UTILITY CAPITAL	367.52		367.52
Fund 09 WATER/SEWER UTILITY	58,169.01	195,009.97	253,178.98
Fund 20 PAYROLL	50,791.81	71,421.79	122,213.60
Fund 31 TRUST	82,460.18	10,550.78	93,010.96
Fund 33 DEVELOPERS ESCROW		6,222.80	6,222.80

BILLS LIST TOTALS	463,768.21	865,926.45	1,329,694.66
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TOWN OF NEWTON

RESOLUTION #193-2025

July 14, 2025

“Authorizing the Purchase of a Chevrolet Tahoe Police Pursuit Vehicle Through New Jersey State Contract Purchasing and Property T2776-21-01485”

WHEREAS, a need exists for the acquisition of one (1) 24/25 Chevrolet Tahoe (CK10706) 4WD 4dr PPV 9C1 Police Pursuit Rated vehicle for the daily operations of the Newton Police Department; and

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

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

WHEREAS, the Newton Police Department has received quotes under State Contract for the vehicle and accessories for \$59,026.48; 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:11-12, State Contract T2776-21-01485 through Gentilini Motors, 2703 Fire Rd., Egg Harbor Township, NJ 08234 for the supply of one (1) 24/25 Chevrolet Tahoe (CK10706) 4WD 4dr PPV 9C1 Police Pursuit Rated vehicle and accessories in the amount of \$59,026.48 as approved by the Qualified Purchasing Agent in accordance with the New Jersey Local Public Contracts Law, N.J.S.A.40A:11-1 et. Seq.

CERTIFICATION

THIS IS TO CERTIFY the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, July 14, 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 # 193-2025

APPROVING: State Contract – T2776-21-01485 Through Gentilini Motors.

FOR THE PURPOSE OF: Purchase of a Chevrolet Tahoe Police Vehicle.

IN THE AMOUNT OF: \$59,026.48

APPROPRIATED BY: General Capital Bond Ordinance # 2025-10

DATED: THIS 14th Day of July 2025

BY _____



THOMAS M. FERRY, CPA/RMA

CHIEF MUNICIPAL FINANCE OFFICER