

- d. RESOLUTION #4-2013* AUTHORIZING THE TOWN OF NEWTON TO ENTER INTO A SHARED SERVICES AGREEMENT THROUGH DECEMBER 31, 2017 WITH THE COUNTY OF SUSSEX FOR THE MAINTENANCE OF MUNICIPALLY OWNED TRAFFIC SIGNALS AND FLASHING WARNING DEVICES
- e. RESOLUTION #5-2013* APPOINTMENT OF FRANK LEONE TO THE NEWTON PARKING AUTHORITY
- f. RESOLUTION #6-2013* ADOPTION OF THE TEMPORARY OPERATING BUDGET AND TEMPORARY WATER AND SEWER BUDGET FOR 2013
- g. RESOLUTION #7-2013* APPROVE CHANGE ORDER NO. 1 FOR THE PROPOSED HOWARD STREET STORM DRAINAGE IMPROVEMENTS
- h. RESOLUTION #8-2013* AFFIRM THE REFUND OF REDEMPTION MONIES TO OUTSIDE LIEN HOLDER FOR BLOCK 8.08, LOT 19
- i. RESOLUTION #9-2013* FINAL ACCEPTANCE OF THE PROPOSED IMPROVEMENTS TO THE EMERGENCY SPILLWAY OF PAULINS KILL DAM SITE #4 PROJECT
- j. RESOLUTION #10-2013* APPROVE 2012 APPROPRIATION RESERVE TRANSFERS
- k. RESOLUTION #11-2013* RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED: *SUSSEX COUNTY WATER QUALITY MANAGEMENT PLAN*
- l. RESOLUTION #12-2013* REFUND AN ADDED ASSESSMENT AS THE RESULT OF A COUNTY BOARD OF TAXATION APPEAL JUDGMENT
- m. RESOLUTION #13-2013* AFFIRM THE REMITTANCE (CANCELLATION) OF AN ADDED ASSESSMENT
- n. RESOLUTION #14-2013* AFFIRM THE REFUND OF REDEMPTION MONIES TO OUTSIDE LIEN HOLDER FOR BLOCK 8.08, LOT 22
- o. RESOLUTION #15-2013* AFFIRM THE REFUND OF 2012 OVERBILLING OF REAL PROPERTY TAX FOR BLOCK 14.01, LOT 15
- p. RESOLUTION #16-2013* AUTHORIZE REFUND OF OVERPAYMENT OF WATER AND SEWER 4TH QUARTER CHARGES
- q. RESOLUTION #17-2013* APPROVE BILLS AND VOUCHERS FOR PAYMENT
- r. RESOLUTION #18-2013* PERSON-TO-PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE NO. 1915-33-002-008
- s. APPLICATION* ON-PREMISE RAFFLE APPLICATION (50/50) FROM THE MARCH OF DIMES FOUNDATION TO BE HELD FRIDAY, FEBRUARY 1, 2013 AT THE SUSSEX COUNTY COMMUNITY COLLEGE, ONE COLLEGE HILL ROAD, NEWTON FROM 6:00PM TO 9:00PM

XI. INTERMISSION

XII. DISCUSSION

- a. FIRE MUSEUM – C. STONER & T. KOSTEN
- b. REVERSE ENERGY AUCTION – M. STOLLER
- c. WWTP SOLAR PROJECT UPDATE – J. SCHERI
- d. NFAS LOSAP - DRAFT ORDINANCE – U. LEO
- e. COURT FEES - DRAFT ORDINANCE

XIII. OPEN TO THE PUBLIC

XIV. COUNCIL & MANAGER COMMENTS

XV. EXECUTIVE SESSION

- a. RESOLUTION #19-2013

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12

- 1. POTENTIAL LITIGATION

XVI. ADJOURNMENT



TOWN OF NEWTON

RESOLUTION #1-2013

January 14, 2013

“Opposition to the Approval Process for Non-SHBP Health Insurance Plans As Proposed By N.J.A.C. 5:30-18.1 through 18.4 and N.J.A.C. 6A:23A”

Whereas, the New Jersey Local Finance Board and the New Jersey Department of Education have proposed rules requiring that all labor contracts providing for health insurance outside the State Health Benefits Program need to be approved by the State and requiring that local entities and school boards perform a static comparison of health insurance costs to State Health Benefit Program costs; and

Whereas, these rules are in conflict with Section 42.c of Chapter. 78, which is ostensibly used as authority for the regulation, but is actually meant only to apply to public entities wishing to enter into contract that included a contribution schedule from employees that substitutes for that as laid out in the statute; and

Whereas, the regulations, as proposed, extends this authority to require all public entities electing not to provide health benefits through the State Health Benefits Plan (SHBP) and the School Employees' Health Benefits Program (SEHBP) to submit to the process established under the proposed regulation; and

Whereas, this interpretation that is contrary to the regulations is supported by:

- The plain reading of the statute;
- The explanation contained in Local Finance Notice (LFN) 2011-20R, Section VI. Alternate Employee Health Care Contribution; and
- The following language from the "Statement" found at page 121, line 35 of the Bill (underlining added)::

The bill allows boards of education and units of local government, that do not participate in the SHBP or SEHBP, to enter into contracts for health care benefits coverage, as may be required to implement a collective negotiations agreement, and agree to different employee contribution rates if certain cost savings in the aggregate over the period of the agreement can be demonstrated. The savings must be certified to the Department of Education or the Department of Community Affairs, as appropriate.

; and

Whereas, the proposed regulation is cumbersome and places a significant burden on any public body intending to utilize the employee contribution schedule contained within the law, but wishing obtain health benefits outside the SHBP or SEHBP; and

Whereas, the de facto effect of this regulation, if adopted, will be to drive public bodies into the SHBP or SEHBP and stifle competition; and

Whereas, New Jersey already has one of the nation's most uncompetitive health insurance markets according to the Henry J. Kaiser Family Foundation (October 2011):

- In the individual market, one carrier, Horizon BCBS, controls 73% of the market with only two carriers having 5% or more of the market.
- The same carrier controls over 75% of the governmental market, largely by virtue of its relationship with the SHBP and SEHBP.
- Finally, Horizon controls 43% of the small group market; and

Whereas, if the regulation causes a significant number of local entities to move to the SHBP and SEHBP, a negative result will be to increase market concentration and further reduce carrier competition in the State; and

Whereas, this will result in an increase in fully insured costs for other persons, governmental entities, not for profits, and business in the State; and

Whereas, the regulations' definition of "net employer cost" is not inclusive of all relevant items and should be modified:

- For instance, members of JIFs own a proportionate share of fund surplus that should be included in a valid comparison.
- Likewise, JIF members receive dividends that reduce net employer cost.
- Finally, JIF rates could include supplemental assessments that represent a liability to the member regardless of whether it stays in the joint insurance fund or moves to the SHBP.; and

Whereas, most local entity labor contracts cover multiple year periods:

- A comparison using the most current year is misleading and invalid because the comparison can change in subsequent years.
- In addition, school districts that belong to health JIFs renew on July 1 of each year.
- The differences in renewal cycles between the health JIF, the SEHBP, and the commercial market will further complicate comparisons; and

Whereas, the regulations do not address differences in plan design between an employer plan and the plan or plans offered by the SHBP and the SEHBP and such differences are critical to any valid comparison of plan economics; and

Whereas, the regulations do not address legal restraints on local entities considering their obligations to retirees, and obligations to employee groups that are not a part of the contract in question; and

Whereas, in situations where a local health plan has negotiated benefits that are richer than, or even different than, those provided by the SHBP and SEHBP, the local unit will be subject to sanctions for failing to honor its labor agreements; and

Whereas, the comparison is burdensome to local units and of limited use given that the requested details do not allow for a valid comparison of net cost and benefits; and

Whereas, SEHBP rates are reduced by the amount of the A4 retiree surcharge paid by entities not in the state plan and the rates for local school districts not in the SEHBP are increased by the surcharge further limiting the fairness and utility of the comparison; and

Whereas, SEHBP and SHBP rates in the past have been impacted by one time sources of revenue such as the Tobacco settlement and the use of one time sources of revenue that are not available to local units does not permit for a fair and valid comparison; and

Whereas, the regulations favor the SEHBP and SHBP to the exclusion of health joint insurance funds (JIFs) that have faithfully served New Jersey local government, under enabling statutes, for over 20 years:

- Health JIFs are a valid alternative for entities with unique plan designs, good loss experience, and a willingness to participate in JIF governance.
- Health JIFs are the largest "shared services" effort in the State for local government from a revenue standpoint.
- To the extent that the regulations operate to the disadvantage of health JIFs, the regulations are in opposition to, and indeed are hostile to, statutes that authorize JIF creation and operation.
- By extension, the regulations foster a "big government" mentality and are hostile to both "shared services" and "home rule" concepts.
- If the regulation seeks to encourage "due diligence", then members of the SEHBP and SHBP should also be required to compare their claims and cost to the health JIF and commercially insured alternatives.

Now, Therefore, Be It Resolved, that, for the foregoing reasons, we respectfully beseech that the Departments modify and reissue the proposed regulations to:

- Apply only when a local unit proposes an employee contribution schedule different from that contained in the statute;
- Require any comparison to take into consideration differences in plan design and eligibility;
- Require the evaluation criteria to consider dividends received from a health JIF and shares of surplus retained by the health JIF;
- Promote, rather than undermine, healthy competition among the various options available to local units shopping for health insurance;

Be It Further Resolved that certified copies of this resolution be forwarded to Governor Christie, the NJ Local Finance Board, the NJ Department of Education, and to local legislative representatives.

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #2-2013

January 14, 2013

“RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF THAT CERTAIN AMENDMENT AND CONSENT NO. 1 BY THIS PARTICIPATING SERIES 2011A LOCAL UNIT IN CONNECTION WITH THE MORRIS COUNTY IMPROVEMENT AUTHORITY’S COUNTY OF SUSSEX RENEWABLE ENERGY PROGRAM

WHEREAS, on December 14, 2011, pursuant to bond resolution 11-39, as amended and supplemented (the “*Bond Resolution*”), and certain other Program Documents (as defined in the Bond Resolution), the Morris County Improvement Authority (the “*Authority*”) financed solar projects for various local government units (the “*Series 2011 Local Units*”) within the County of Sussex (the “*Program*”), including the participating Series 2011 Local Unit adopting this resolution (the “*Participant*”) (any capitalized terms herein, not otherwise defined herein, for all purposes of this Resolution, shall have the meanings ascribed to such terms in the Bond Resolution);

WHEREAS, the Participant took advantage of the Program through its execution and delivery of the Participant’s License and Access Agreement and through its acknowledgment of the Power Purchase Agreement;

WHEREAS, the Authority, the County of Sussex (the “*County*”), U.S. Bank National Association (the “*Trustee*”), Sunlight General Capital Management, LLC and Sunlight General Sussex Solar, LLC (collectively, the “*Company*”), and the Participant desire to amend the Program Documents to effect certain changes as set forth in that certain “Amendment and Consent No. 1” to be executed (the “*Consent No. 1*”), in substantially the form attached hereto as **Exhibit A**, by and among the Authority, the County, the Trustee, the Company, as acknowledge by certain Series 2011 Local Units as set forth on Exhibit A to the Consent No. 1, which Consent No. 1 has been submitted to the rating agencies which rate the Authority’s bonds (the “*Rating Agencies*”);

WHEREAS, such changes include, as set forth in the Consent No. 1, (i) to provide for additional Project Fund requisition and payment direction procedures, (ii) to authorize an anticipated investment in the Investment Company by Firststar Development, LLC, a Delaware limited liability company (including any successor and assigns, “*Firststar*”) and the investment by the Investment Company in the Holding Company, (iii) to revise the list of, and respective Required Completion Dates for, the participating Series 2011 Local Units, (iv) to clarify certain definitions and the application of the Draw Paper Ratio to Soft Costs, (v) to provide for Additional Subcontractors, (vi) to provide for the consent by only affected Series 2011 Local Units in future amendments and (vii) to provide for certain other matters allowing for the Project Company to make the Basic Lease Payment due January 15, 2013 on time and in full; and

WHEREAS, the Authority has previously authorized the execution and delivery of Consent No. 1 pursuant to that certain “RESOLUTION OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENT AND CONSENT NO. 1 AND CERTAIN OTHER ACTIONS, ALL IN CONNECTION WITH THE AUTHORITY’S SUSSEX COUNTY RENEWABLE ENERGY PROGRAM” adopted by the governing body of the Authority on November 21, 2012 (the “*Authority Resolution*”).

NOW THEREFORE BE IT RESOLVED by the governing body of the Participant as follows:

Section 1. The Mayor and Town Manager of the Participant (including their designees, each an "Authorized Officer") are each hereby severally authorized and directed to negotiate, execute and deliver the Consent No. 1, in substantially the form attached hereto as **Exhibits A**, with such changes as any such Authorized Officer, in his or her sole discretion shall determine to be necessary, desirable or convenient to promote the best interests of the Participant, including any non-material changes requested by the Rating Agencies and the final revised Exhibit A-1 to the Program Documents, and any such Authorized Officer's execution and delivery of the Consent No. 1 shall be full and complete evidence of the authorization by the Participant of any such additions or changes to the Program Documents. The Authorized Officer is hereby further authorized to take all such further actions in connection therewith in accordance with all applicable law, including without limitation the execution of such other certificates, instruments or documents, as any such Authorized Officer, in consultation with counsel, shall deem necessary, convenient or desirable by any such Authorized Officer to implement the Consent No. 1.

Section 2. The Municipal Clerk of the Participant and any designee are hereby authorized and directed, where required, to affix the corporate seal of the Participant and to attest to the signature of the Authorized Officer on the Consent No. 1 and such other certificates, instruments or documents contemplated herein. Thereafter the Authorized Officer is hereby authorized and directed to deliver any such fully authorized, executed, delivered, and if applicable, attested and sealed certificates, instruments and documents to any interested party.

Section 3. All actions taken to date in connection with the Consent No. 1 by the Participant and its advisors are hereby ratified, confirmed and approved.

Section 4. A certified copy of this resolution and five (5) executed originals of the Consent No. 1 shall be forwarded to Stephen B. Pearlman, Esq. of Inglesino, Pearlman, Wyciskala & Taylor, LLC, to the attention of Annie Collart, Law Clerk, at Inglesino, Pearlman, Wyciskala & Taylor, LLC, 600 Parsippany Road, Suite 204, Parsippany, New Jersey 07054-3715.

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Section 5. This resolution shall take effect immediately in accordance with all applicable law.

MOVED/SECONDED:

Resolution moved by _____.

Resolution seconded by _____.

VOTE:

Board Member	Yes	No	Abstain	Absent
Kristen Becker				
E. Kevin Elvidge				
Daniel Flynn				
Joseph Ricciardo				
Sandra Lee Diglio				

ATTESTATION:

This Resolution 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, January 14, 2013.

Attested to this ___ day of _____, 2013.

By: _____

Name:

Title:

Exhibit A

[Attach Form of Consent No. 1]

Amendment and Consent No. 1
(Sussex County Renewable Energy Program, Series 2011)

by and among

MORRIS COUNTY IMPROVEMENT AUTHORITY,

SUSSEX COUNTY, NEW JERSEY,

SERIES 2011 LOCAL UNITS (DEFINED HEREIN)

US BANK, NATIONAL ASSOCIATION

SUNLIGHT GENERAL NJC SOLAR LLC

SUNLIGHT GENERAL SUSSEX HOLDINGS, LLC

SUNLIGHT GENERAL SUSSEX SOLAR, LLC

SUNLIGHT GENERAL CAPITAL MANAGEMENT, LLC

dated as of December 1, 2012

with respect to Morris County Improvement Authority's
\$27,700,000 aggregate principal amount of
County of Sussex Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 (Federally Taxable),
consisting of:
\$26,715,000 Series 2011A Bonds, and
\$985,000 Series 2011B Note

THIS “**AMENDMENT AND CONSENT NO. 1 (Sussex County Renewable Energy Program, Series 2011)**” dated as of December 1, 2012 (as the same may be amended or supplemented in accordance with its terms, the “*Consent No. 1*”), by and among (i) the MORRIS COUNTY IMPROVEMENT AUTHORITY (including any successor and assigns, the “*Authority*”), (ii) the COUNTY OF SUSSEX, NEW JERSEY (the “*County*”), (iii) the following Series 2011 Local Units (as hereinafter defined):

- (i) FREDON TOWNSHIP, and TOWN OF NEWTON (collectively, the “*Original Municipal Series 2011 Local Units*”); and
- (ii) BYRAM TOWNSHIP SCHOOL DISTRICT, FRANKFORD TOWNSHIP’S CONSOLIDATED SCHOOLS, FRANKLIN BOROUGH BOARD OF EDUCATION, GREEN TOWNSHIP BOARD OF EDUCATION, HARDYSTON BOARD OF EDUCATION, HIGH POINT REGIONAL SCHOOL DISTRICT, KITTATINNY REGIONAL SCHOOL DISTRICT, and NEWTON BOARD OF EDUCATION (collectively, the “*Original Board of Education Series 2011 Local Units*”); and
- (iii) COUNTY, SUSSEX COUNTY COMMUNITY COLLEGE and SUSSEX COUNTY TECHNICAL SCHOOL (the “*Original County Series 2011 Local Units*”, and together with the Original Municipal Series 2011 Local Units and the Original Board of Education Series 2011 Local Units, the “*Original Series 2011 Local Units*”); and
- (iv) the SPARTA BOARD OF EDUCATION (as the provider of an alternative Local Unit Facility in accordance with the provisions of Section 4.6(c) of the Power Purchase Agreement, the “*Section 4.6(c) Local Unit*”; the Section 4.6(c) Local Unit and the Original Series 2011 Local Units, less GREEN TOWNSHIP BOARD OF EDUCATION, may be collectively referred to as the “*Series 2011 Local Units*”);

(iv) U.S. BANK NATIONAL ASSOCIATION (including any successor and assigns, the “*Trustee*”), SUNLIGHT GENERAL NJC SOLAR LLC, a New Jersey limited liability company (including any successor and assigns, the “*Investment Company*”), SUNLIGHT GENERAL SUSSEX HOLDINGS, LLC, a New Jersey limited liability company (including any successor and assigns, the “*Holding Company*”), SUNLIGHT GENERAL CAPITAL MANAGEMENT, LLC, a Delaware limited liability company (the “*SLG Capital*”) and SUNLIGHT GENERAL SUSSEX SOLAR, LLC, a New Jersey limited liability company (including any successor and assigns, the “*Project Company*”, and is sometimes referred to in the Program Documents as the “*Company*”).

For purposes of this Consent No. 1, the Authority, the County, the Series 2011 Local Units and the Trustee are each a “*County Party*”, and may be collectively referred to as the “*County Parties*”. For purposes of this Consent No. 1, the Investment Company, the Holding

Company, and the Project Company are each a “*Company Party*”, and may be collectively referred to as the “*Company Parties*”.

Each of the County Parties and the Company Parties shall be considered a “*Party*” to this Consent No. 1, and collectively, may be referred to as the “*Parties*”.

WHEREAS, pursuant to that certain resolution number 11-39 entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SUSSEX GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY” adopted by the governing body of the Authority on September 28, 2011, as amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority dated December 14, 2011 (collectively, and as the same may be further amended or supplemented in accordance with its terms, including by this Consent No. 1, the “*Bond Resolution*”), the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (as codified at N.J.S.A. 40:37A-44 *et seq.*, the “*Act*”) and other applicable law and official action, the Authority issued its (i) “County of Sussex Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011A (Federally Taxable)” dated December 14, 2011, in the aggregate principal amount of \$26,715,000 (the “*Series 2011A Bonds*”) and its (ii) “County of Sussex Guaranteed Renewable Energy Program Lease Revenue Note, Series 2011B (Federally Taxable)” dated December 14, 2011, in the aggregate principal amount of \$985,000 (the “*Series 2011B Note*”, and together with the Series 2011A Bonds, the “*Series 2011 Bonds*”) to finance the Series 2011 Projects (as all such terms, and any capitalized terms herein not otherwise defined in Section 1 below, for all purposes of this Consent No. 1, shall have the meanings ascribed to such terms in the Bond Resolution) for the Series 2011 Local Units as set forth in the various Program Documents; and

WHEREAS, the Parties desire to amend the Program Documents to effect the changes thereto set forth herein, including without limitation (i) to provide for additional Project Fund requisition and payment direction procedures, (ii) to authorize an anticipated investment in the Investment Company by Firststar Development, LLC, a Delaware limited liability company (including any successor and assigns, “*Firststar*”) and the investment by the Investment Company in the Holding Company, (iii) to revise the list of, and respective Required Completion Dates for, the participating Series 2011 Local Units, (iv) to clarify certain definitions and the application of the Draw Paper Ratio to Soft Costs, (v) to provide for Additional Subcontractors, (vi) to provide for the consent by only affected Series 2011 Local Units in future amendments and (vii) to provide for certain other matters allowing for the Project Company to make the Basic Lease Payment due January 15, 2013 on time and in full.

Additional Investment Amount	5(a)
Additional Investment Closing	5(a)
Additional Investment Date	5(a)
Additional Subcontractors	4(c)
Company Agreements	4(e)(3)
Soft Costs	2(d)

(d) Any reference to a prior Program Document in this Consent No. 1 shall mean such Program Document, prior to its amendment and supplement hereby.

(e) The provisions of this Consent No. 1, by their terms set forth herein, hereby automatically amend and supplement the Program Documents without any further reference to amendment and supplement each time a provision of the Program Document is updated in accordance with the terms of this Consent No. 1. Accordingly, any conflict between the prior Program Documents and this Consent No. 1 shall be controlled by the terms of this Consent No. 1.

Section 2. Program Document Amendments and Supplements.

(a) Requisition Amendment. Section 510 of the Company Lease Agreement is hereby amended such that in addition to any existing authorized payee of properly requisitioned funds, such requisitions signed by an Authorized Officer of the Project Company may also designate that all or a portion of such requisitioned funds may be transferred to the Revenue Account of the Revenue Fund, for eventual transfer to the Debt Service Fund, or any other fund or account under the Bond Resolution as determined by Authorized Officer in writing, as a set-off to any amounts otherwise due and owing to the Project Company under the EPC Contract.

(b) Project Fund Additional Purposes. Section 5.06(3) of the Bond Resolution is hereby amended and restated in its entirety:

3. To the extent moneys on deposit and earned in any of the Principal Account, the Capitalized Interest Account, or the Interest Account, as applicable, are insufficient to pay any of principal of (including Sinking Fund Installments) and interest on any Series of Bonds on any Principal Payment Date or Interest Payment Date through and including the date set forth in the Bond Resolution, including any Supplemental Resolution for that Series of Bonds, the Trustee shall, upon receipt of a Certificate of an Authorized Officer of the Authority to such effect, transfer to the Principal Account, the Capitalized Interest Account, or the Interest Account, as applicable, from moneys on deposit in the Project Fund an amount not exceeding such deficiency at the times, in the amounts, and directed to such Account, all as set forth in any such Certificate. The Authority shall provide to the Trustee any such Certificate of an Authorized Officer of the Authority upon receipt of a Certificate of an Authorized Officer of the Company certifying that the Company expects, based upon its knowledge as of the date

thereof, that after such transfer, amounts remain on deposit in the Project Fund (together with any other funds available to the Company, if applicable) sufficient to complete all of the Series 2011 Projects, which certification may be made based upon certain reasonable assumptions made by the Company that are acceptable to the certifying Authorized Officer of the Authority.

(c) In light of the extension requested by the Project Company in Section 4(a), and the circumstances surrounding such request, the Authority and its consultants have incurred unexpected expenses and costs, for which they are entitled to be compensated in the form of additional Administrative Expenses payable by the Project Company as Additional Lease Payments under the Company Lease Agreement. This confirms that such Administrative Expenses also constitute Project Costs, for which the Company may determine to requisition funds out of the Project Fund. In furtherance thereof, and the requirement that all Project Costs must be paid either from the Project Fund, or from moneys otherwise available to the Company, as contemplated by Section 302(a) of the Company Lease Agreement, attached hereto as **Appendix B** is a form of Certificate of an Authorized Officer of the Authority, countersigned by the Project Company, along with accompanying Draw Papers to the extent any such Administrative Expenses are to be paid from the Project Fund, which forms shall supplement the existing Program Documents, and be used for the purposes contemplated in this subsection (c).

(d) As clarification of the Program Documents, it was not contemplated that Project Costs of the type related to design, planning, architecture, engineering, legal, other advisory and other soft costs relating to the Renewable Energy Projects ("*Soft Costs*") would be subject to the Draw Paper Ratio. As such, when requested by the Project Company, the Parties agree that the Authority is permitted to waive the Draw Paper Ratio with respect to Soft Costs without further notice to or consent by the Parties hereto.

Section 3. No Bondholder Consent Required; Consent of Trustee Required; Rating Agency Notification; No Further Amendment.

(a) This Consent No. 1, along with the resolution authorizing this Consent No. 1, shall collectively be effective as a Supplemental Resolution, for purposes of implementing the Section 4.6(c) Local Unit, without Bondholder consent upon being filed with the Trustee pursuant to Section 11.01(10) of the Bond Resolution and in accordance with Section 4.6 of the Power Purchase Agreement.

(b) Except as set forth in subsection (a) above, this Consent No. 1, along with the resolution authorizing this Consent No. 1, amending and supplementing the prior Bond Resolution, shall for such purposes constitute a Supplemental Resolution of the type permitted upon filing with the Trustee pursuant to Section 11.02(3) of the Bond Resolution, without

bondholder consent upon the consent of the Trustee. The Trustee is entitled to rely upon an opinion of bond counsel to the Authority in accepting and applying this Consent No. 1 toward that end.

(c) Any Rating Agency rating the Series 2011 Bonds must receive notice of this Consent No. 1 along with the resolution authorizing this Consent No. 1 and a copy thereof at least fifteen (15) days in advance of its execution, adoption or effective date, unless such notice period shall be waived by any such Rating Agency. To the extent any such waiver is not immediately forthcoming, the Parties hereto agree to comply with the provisions of this Consent No. 1, were it effective as of the date delivered by the Parties hereto, to the extent this Consent No. 1 is authorized, executed and delivered prior to the end of such fifteen (15) day period.

(d) Only the sections and provisions of the Program Documents expressly referenced or provided for in this Consent No. 1 are amended and supplemented by this Consent No. 1. Nothing herein shall adversely affect the balance of the Program Documents from remaining in full force and effect.

Section 4. Consents.

(a) Series 2011 Project Extension of Required Completion Dates. Notwithstanding any provision to the contrary in the existing Program Documents, the Parties agree that (i) Sections 201(b) and 510(e) of the Company Lease Agreement, (ii) Sections 3.2 and 3.6(a) of the Power Purchase Agreement, (iii) Section 5.02.3(b) of the Bond Resolution, and (iv) any other relevant provisions of the Program Documents, effective for all purposes therein, are hereby amended such that the Required Completion Date for the Series 2011 Local Units' respective Series 2011 Projects shall be extended from December 14, 2012 to July 1, 2013 for all Series 2011 Local Units and their respective Local Unit Facilities, or such later date as an Authorized Officer of the Authority, in their sole discretion, shall determine is necessary to complete the applicable Series 2011 Projects and shall otherwise be in the best interests of the County, the Authority and the applicable Series 2011 Local Units.

(b) Revised Series 2011 Projects, including Section 4.6(c) Projects. The Parties agree that the Series 2011 Projects at the Local Unit Facilities set forth on **Appendix A-3** hereto have satisfied the conditions to be removed from the Program Documents as set forth in Section 4.6(b) of the Power Purchase Agreement. The Parties further agree that the Renewable Energy Projects set forth on **Appendix A-2** hereto have satisfied the conditions to be added to the Program Documents as set forth in Section 4.6(c) of the Power Purchase Agreement, and accordingly, for all purposes of the Program Documents, shall constitute Section 4.6(c) Projects (and as such, Series 2011 Projects) for Series 2011 Local Units at the Local Unit Facilities so enumerated. The Parties further agree that the Series 2011 Projects set forth on **Appendix A-1** hereto, which consist of the Series 2011 Projects for the Original Series 2011 Local Units, as

updated to date with such changes in size, scope, output and other factors as the Parties hereby agree to, all as set forth in **Appendix A-1** hereto, shall constitute the agreed upon Renewable Energy Project criteria among the Parties with respect to the development of such Series 2011 Projects toward receiving the REP Acceptance Certificates applicable thereto. Collectively, **Appendix A-1**, and **Appendix A-2**, shall constitute the revised Exhibit A-1 to the Program Documents for all purposes thereof, to be further amended and supplemented (by a further amendment and supplement hereto) when such Renewable Energy Project factors are finalized and agreed to by all of the Parties.

(c) Additional Subcontractors. By execution of this Consent No. 1, pursuant to Section 4.8 of the Power Purchase Agreement and based on the representations of the Authority's construction manager for the Series 2011 Projects, the Authority, the County and each Series 2011 Local Unit hereby (i) acknowledge receipt from the Service Provider (i.e., the Project Company hereunder) of a request to add the subcontractors listed on **Appendix C** attached hereto (the "*Additional Subcontractors*") as subcontractors to the initial list of subcontracts set forth in Exhibit H to the Power Purchase Agreement and (ii) consent to the addition of the Additional Subcontractors, if applicable, in connection with the respective Series 2011 Projects, it being understood that each such Series 2011 Local Unit consent is being rendered only with respect to their applicable Series 2011 Project.

(d) Consent to Project Fund Transfer on January 14, 2013. Section 5.06(3) of the Bond Resolution, as amended in accordance with the provisions of Section 2(b) hereof, requires a Certificate of an Authorized Officer of the Authority to effect the transfer contemplated thereby upon the Authority's receipt of a Certificate of an Authorized Officer of the Project Company requesting any such transfer. The Parties agree and acknowledge by the execution and delivery of this Consent No. 1 by the Authority and the Project Company, this Section 4(d) of Consent No. 1 shall be deemed to constitute such Authority Certificate based upon such Project Company Certificate, with respect to that certain transfer to be made by the Trustee in the amount not to exceed \$1,400,000 from the Project Fund to the Revenue Fund on January 14, 2013, the precise amount of which transfer shall be set forth in a subsequent Certificate of an Authorized Officer of the Authority delivered to the Trustee and the Project Company, upon the Authority's receipt from of a Certificate of an Authorized Officer of the Project Company certifying to, and setting forth, such requested transfer amount.

(e) Additional Investment Consents. In consideration of the additional equity contribution contemplated by Section 5(c) below, the Parties agree as follows.

(i) Consent. The County Parties consent to the Additional Investment to be made by or on behalf of Firststar as a result of the Additional Investment Closing.

(ii) Notice and Cure. If a Company Party should default (including an Event of Default, or a default, where the passage of time would result in an Event of Default) in the performance of any of its obligations under any of the Program Documents, the applicable County Parties obligated to provide written notice of any such default shall give written notice of such default to all of the Project Company, the Investment Company and Firststar and afford (and accept the cure tendered by) the Project Company, the Investment Company and/or Firststar the opportunity to cure such default (A) with respect to payment defaults, within thirty (30) days of the notice and (B) with respect to non-payment defaults, within sixty (60) days. (However, if a non-payment default cannot be reasonably cured within sixty (60) days, the Project Company shall not be in default if it, the Investment Company or Firststar has commenced to cure such default within the specified timeframe and diligently pursues to cure it.)

(iii) In the event the Company Lease Agreement, the Power Purchase Agreement and/or any Local Unit License Agreement (collectively, the “*Company Agreements*”) are rejected or terminated as a result of any bankruptcy, insolvency, reorganization or other similar proceeding, the applicable Parties will, at the option of Firststar, exercised within sixty (60) days after such rejection or termination, enter into a new such Company Agreement(s) with the applicable undersigned Parties (or their designee(s) or assignee(s) which have identical terms as the rejected or terminated original Company Agreement(s) (subject to any conforming changes necessitated by the substitution of parties and other changes as the parties may mutually agree); provided that (A) the term under any new Company Agreement(s) shall be no longer than the remaining balance of the term specified in the applicable original Company Agreement, and (B) the Project Company or Firststar (or its designee or assignee) shall be required to cure any then existing payment or performance defaults by the Project Company under such new Company Agreement(s) which are reasonably susceptible of cure, as mutually determined by the parties in their reasonable discretion.

(iv) Clarification Regarding Tax Benefit Recapture Event. The Parties agree that the term Tax Benefit Recapture Event, as used in the Company Lease Agreement and the Company Pledge Agreement and as defined therein, shall be understood to mean any event which would entitle the United States Department of the Treasury or the Internal Revenue Service to require that the Project Company (or member(s) of the Project Company) return all or part of the Section 1603 Grant in lieu of tax credit received in connection with any Renewable Energy Projects, or to disallow any of the Project Company’s (or member(s) of the Project Company) tax deductions for depreciation or to cause a loss or disallowance of any future anticipated depreciation or other deductions or

to result in the recapture of all or any portion of any investment tax credits or grants previously claimed with respect to investments in one or more Renewable Energy Projects or for depreciation.

(v) Renewable Energy Project Changes. Each of the Parties agree that the Program Documents provide for certain changes agreed to by their parties. The Parties agree to the changes from the requirement of the expectations reflected in Program Documents as reflected in **Appendix A** attached hereto, which is substituted for Exhibit A-1 of the Lease Purchase Agreement, and for which a further revised Exhibit A-1 is expected upon finalization of the Renewable Energy Project factors such as the changes in size, scope, output and other factors as the Parties shall agree to.

(f) Initial Basic Lease Payment. The Parties acknowledge that the Project Company has represented to the Authority and the County that notwithstanding the Series 2011 Project completion date extension set forth in subsection (a) above, it intends to make the January 15, 2013 Basic Lease Payment on time, and in full, from a combination of (i) additional funds supplied by or on behalf of one or more Company Parties, and from (ii) funds made available pursuant to the sources contemplated by Section 2(a) and (b) hereof.

(g) Waiver of Future Consent by Unaffected Parties. Should the Parties contemplate subsequent amendments to the Program Documents for issues affecting one (1) or more Series 2011 Local Unit, the substance of which does not in any manner affect the balance of such Series 2011 Local Units, then such unaffected Series 2011 Local Units hereby give authority for that subsequent amendment to occur with only the signatures of the County, the Authority, the Trustee, the Company Parties and such one (1) or more affected Series 2011 Local Unit(s).

Section 5. Additional Investment.

(a) Firststar Investment. The Project Company represents that it is in negotiation with Firststar regarding Firststar's investment of an amount to be determined (the "*Additional Investment Amount*") in the Investment Company, an affiliate entity of the Project Company (as described more fully below, the "*Additional Investment*"). To the extent the Additional Investment transaction is closed (the "*Additional Investment Closing*"; the date of the Additional Investment Closing shall be the "*Additional Investment Date*"), Firststar shall become the investor member in the Investment Company, and the Investment Company shall become the sole member of the Holding Company. The Holding Company, in turn, is the sole member of the Project Company. The Company Parties and Firststar have asked the County Parties to enter into this Consent No. 1, particularly Section 4(e) hereof, which the Company Parties shall rely upon in connection with such Additional Investment. Any references in this Consent No. 1 to

actions occurring at the Additional Investment Closing shall be deemed to be when and if the Additional Investment Closing occurs.

(b) Reserved.

(c) From the proceeds of the Additional Investment, the Project Company shall deposit, or cause one of the other Company Parties to deposit, with the Trustee an amount not to exceed \$900,000 in the County Security Fund, such funds to be used for the purposes set forth therein. If there has been no Tax Benefit Recapture Event, then on and after January 16, 2017 (or the first Business Day after the January 15, 2017 Basic Lease Payment Date), so long as there is no Event of Default (or a default, where the passage of time would lead to an Event of Default) caused by any Company Party under the Program Documents, including without limitation the payment of all Basic Lease Payments in full and on time, the Parties agree that all or a portion of the principal amount of the supplemental contribution to the County Security Fund contemplated by this subsection (c) may be withdrawn by the Project Company for the benefit of any Company Party upon the receipt by the Trustee and the Authority of a Certificate of an Authorized Officer of the Project Company requesting such withdrawal.

(d) As of the Additional Investment Date, without any further action by any Party, the date July 1, 2013 set forth in Section 4(a) hereof shall be automatically superseded, and replaced with September 15, 2013.

Section 6. Certifications and Acknowledgements.

(a) County Parties Certification. The County Parties certify that (i) the execution and delivery of this Consent No. 1 does not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement, including, but not limited to, the Program Documents, affecting any of the County Parties and/or underlying real property, and (ii) except as contemplated by the Program Documents or in connection with the construction and development of the Local Unit Facilities, there is no existing lease, mortgage, security interest or other interest in or lien upon the Local Unit Facilities, the underlying real property or Projects that could (A) attach as an interest adverse to the Project Company's leasehold pursuant to the Company Lease Agreement, (B) adversely affect the Project Company's access rights to the Local Unit Facilities granted under the License Agreements and assigned pursuant to the Company Lease, (C) otherwise adversely affect the financing of the Renewable Energy Projects as contemplated in the Program Documents, (D) encumber the Renewable Energy Projects, or (E) prohibit the grant of the licenses pursuant to the License Agreements or the grant of the leasehold estate pursuant to the Company Lease Agreement.

(b) As of the date hereof, each County Party certifies that the Program Documents to which it is a party are in full force and effect and no party to such Program

Documents is in default thereunder, and, to the knowledge of each County Party, no facts or circumstances exist which currently constitutes a default, currently gives right to a termination right thereunder or if not rectified prior to the expiration of a cure period provided therein would constitute a default or give rise to a termination right thereunder.

(c) Each County Party which is a party to the following Program Documents, agrees that the timeframe in which to satisfy the Project Company conditions set forth in the following sections: (i) Section 5.1(d) of the Local Unit License Agreements; (ii) Section 2.3 of the Power Purchase Agreement; and (iii) Section 501 of the Company Lease Agreement shall, if not already satisfied, be extended to the Required Completion Dates as amended by Section 4(a) hereof and further shall not, upon the execution and delivery of this Consent No. 1, constitute (y) a default under the Program Documents, or (z) with the passage of time an Event of Default under the Program Documents, if not completed by the original Required Completion Date, December 14, 2012.

(d) Company Parties Certification. The Company Parties certify that (i) the execution and delivery of this Consent No. 1 does not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement, including, but not limited to, the Program Documents, and (ii) except as contemplated by the Program Documents, there is no existing lease, mortgage, security interest, or other interest in or lien upon any Local Unit Facility or Renewable Energy Project placed or improperly suffered to be placed by any Company Party.

Section 7. Miscellaneous.

(a) Governing Law; Severability. This Consent No. 1 shall be governed by the laws of the State. If any one or more of the covenants or the agreements to be performed by any Party pursuant to this Consent No. 1 is determined by a court of competent jurisdiction to be contrary to law, such covenant or Consent No. 1 shall be deemed and construed to be severable from the remaining covenants and consents contained herein, and shall in no way affect the validity of the remaining provisions of this Consent No. 1.

(b) Exclusive Benefit of Parties. This Consent No. 1 is made for the sole and exclusive benefit of the Parties hereto and nothing contained herein expressed or implied is intended or shall be construed to confer upon any other person any right, remedy or claim under or by reason of this Consent No. 1 except with respect to Firststar, as set forth in Section 7(l) of this Consent No. 1.

(c) Counterparts. This Consent No. 1 may be executed in several counterparts, and when at least one counterpart has been fully executed by each party hereto, this Consent No. 1 shall become binding on the Parties hereto. All or any of the counterparts shall be

regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(d) Binding on Successor and Assigns. This Consent No. 1 shall be binding upon the Parties and upon their respective successors, transferees and assigns and shall inure to the benefit of and shall be enforceable by the Parties and their respective successors, transferees and assigns.

(e) Assignment. This Consent No. 1 may not be assigned by any Party without the prior written consent of the non-assigning Parties hereto.

(f) Amendment or Supplement. This Consent No. 1 shall not be repealed, revoked, altered or amended or supplemented in whole or in part without the written consent of all of the Parties hereto.

(g) Notices. Unless otherwise provided in writing, any notices to be given or to be served upon any Party hereto, or any other documents to be delivered to each Party, all in connection with this Consent No. 1, must be in writing and may be delivered personally, by telecopy, by e-mail, or by overnight, certified or registered mail. Such notice or document shall be given to the applicable Party at their respective addresses set forth in the Program Documents, or at such other address as any Party may hereafter designate to the other Parties hereto in writing. Notice shall be given to the Section 4.6(c) Local Units at their respective addresses set forth below:

Sparta Board of Education
18 Mowhawk Avenue
Sparta, NJ 07871
T: (973) 729-2155
Attn: [***]

With a copy to: [Section 4.6(c) Local Unit's Counsel]

Notice to Firststar shall be given at the address below:

Firststar Development, LLC
c/o U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
St. Louis, MO 63103
T: (314) 335-3354
Attn: Project No. 21413

(h) Authorization. The Parties represent, warrant and covenant to each other that each has the right, power and authority to enter into this Consent No. 1 and consummate the transactions contemplated hereby. The Authority and the County shall each have adopted an authorizing resolution for this Consent No. 1 prior to the effective date hereof.

(i) Serial Nature of Enforceability of this Consent No. 1. This Consent No. 1 shall be binding and enforceable in accordance with the respective terms hereof against the Authority, the County and the Company upon their execution and delivery hereof, after the authorization actions with respect to the County entities set forth in subsection (h) above, notwithstanding the fact that the Series 2011 Local Units shall be authorizing and executing this Consent No. 1 serially over the course of time, at which time (of authorization and execution by such Series 2011 Local Units) this Consent No. 1 shall also be binding and enforceable in accordance with the respective terms hereof against such Series 2011 Local Units.

(j) Reaffirmation. Except as the Program documents are expressly amended and/or supplemented hereby, all of the parties hereto reaffirm the existing provisions, terms and conditions of their respective Program Documents, which remain in full force and effect.

(k) Effectiveness. Notwithstanding the date of execution by the Series 2011 Local Units of this Consent No. 1, this Consent No. 1 shall be effective for purposes of the Program Documents to which the Series 2011 Local Units are not Parties upon execution by the County, the Authority, the Trustee, the Holding Company and the Project Company.

(l) Third Party Beneficiary. Firststar is an intended third party beneficiary of this Consent No. 1 and, to the extent the Additional Investment Closing occurs, Firststar shall have the right to enforce the applicable provisions of this Consent No. 1.

[Remainder of page left intentionally blank – signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures the day first above written intending to be legally bound hereby.

**THE MORRIS COUNTY IMPROVEMENT
AUTHORITY**

[SEAL]

By: _____
Name: John Bonanni,
Title: Chairman

ATTEST:

By: _____
Name: Ellen M. Sandman,
Title: Secretary

**COUNTY OF SUSSEX, NEW JERSEY, as
guarantor of the Series 2011 Bonds**

By: _____
Name: Phillip R. Crabb
Title: Freeholder Director

ATTEST:

By: _____
Name: Elaine Morgan
Title: Clerk of the Board of Chosen Freeholders

**SUNLIGHT GENERAL SUSSEX
SOLAR LLC**

**By: Sunlight General Capital
Management, LLC, its Manager**

**By: _____
Name: Stacey L. Hughes
Title: Authorized Representative**

ATTEST:

**By: _____
Name: William C. Zachary
Title: Authorized Signatory**

**SUNLIGHT GENERAL SUSSEX
HOLDINGS LLC**

**By: Sunlight General Capital
Management, LLC, its Manager**

**By: _____
Name: Stacey L. Hughes
Title: Authorized Representative**

ATTEST:

**By: _____
Name: William C. Zachary
Title: Authorized Signatory**

**SUNLIGHT GENERAL CAPITAL
MANAGEMENT, LLC**

**By: Sunlight General Capital
Management, LLC, its Manager**

**By: _____
Name: Stacey L. Hughes
Title: Authorized Representative**

ATTEST:

**By: _____
Name: William C. Zachary
Title: Authorized Signatory**

U.S. BANK NATIONAL ASSOCIATION

**BY: _____
Name: Paul O'Brien
Title: Vice President**

ATTEST:

**By: _____
Name: _____
Title: _____**

ACKNOWLEDGMENT

The terms and conditions of this Consent No. 1 are hereby acknowledged and accepted by each of the undersigned Local Units, intending to be severally entitled to, and bound by, the rights, duties and obligations hereunder, each as of the date of this Consent No. 1.

FREDON TOWNSHIP

BY: _____
Name:
Title:

TOWN OF NEWTON

BY: _____
Name:
Title:

BYRAM TOWNSHIP SCHOOL DISTRICT

BY: _____
Name:
Title:

FRANKFORD TOWNSHIP'S CONSOLIDATED SCHOOLS

BY: _____
Name:
Title:

**FRANKLIN BOROUGH BOARD OF
EDUCATION**

BY: _____
Name:
Title:

HARDYSTON BOARD OF EDUCATION

BY: _____
Name:
Title:

**HIGH POINT REGIONAL SCHOOL
DISTRICT**

BY: _____
Name:
Title:

**KITTATINNY REGIONAL SCHOOL
DISTRICT**

BY: _____
Name:
Title:

NEWTON BOARD OF EDUCATION

BY: _____
Name:
Title:

SPARTA BOARD OF EDUCATION

BY: _____

Name:

Title:

**SUSSEX COUNTY TECHNICAL
SCHOOL**

BY: _____

Name:

Title:

**SUSSEX COUNTY COMMUNITY
COLLEGE**

BY: _____

Name:

Title:

COUNTY OF SUSSEX

BY: _____

Name:

Title:

Appendix A-1

Remaining Original Series 2011 Local Units – List of Local Unit Facilities current as of December 1, 2012

Local Unit	Facility/Location	Roof (kW)	Canopy (kW)	Ground (kW)	1yr Production (kWh)
Fredon Township	Civic Center <i>436 Route 94, Fredon, NJ</i>	33.9	-	-	TBD
Town of Newton	DPW Complex <i>39 Moran Street, Newton, NJ</i>	39.3	-	-	TBD
	Wastewater Treatment Plant <i>Townsend Street, Newton, NJ</i>	-	-	82.9	TBD
Byram Township School District	Byram Lakes Elementary School <i>11 Mansfield Drive, Stanhope, NJ</i>	38.9	485.8	-	TBD
Frankford Township's Consolidated Schools	Frankford Township School <i>2 Pines Road, Branchville, NJ</i>	-	-	306.2	TBD
Franklin Borough Board of Education	Franklin Elementary School <i>50 Washington Ave, Franklin, NJ</i>	68.1	151	-	TBD
Hardyston Board of Education	Hardyston Middle School <i>183 Wheatsworth Rd, Hamburg, NJ</i>	-	-	413.4	TBD
High Point Regional School District	High Point High School <i>299 Pidgeon Hill Road, Sussex, NJ</i>	264.8	-	-	TBD
Kittatinny Regional School District	Kittatinny Regional High School <i>77 Halsey Rd, Newton, NJ</i>	201	303	-	TBD
Newton Board of Education	Merriam Avenue School <i>81 Merriam Ave, Newton, NJ</i>	133.6	178.6	-	TBD
	Newton High School <i>44 Ryerson Ave, Newton, NJ</i>	127.6	-	-	TBD
County of Sussex	Wheatsworth Facility <i>149 Wheatsworth Road, Hardyston, NJ</i>	92.5	-	-	TBD
Sussex County Community College	Sussex County Community College <i>One College Hill Rd, Newton, NJ</i>	-	689.7	414.7	TBD
Sussex County Technical School	Sussex County Technical School <i>105 North Church Rd, Sparta, NJ</i>	-	320	1129	TBD

Appendix A-2

**Section 4.6(c) Local Units – List of Local Unit Facilities
current as of December 1, 2012**

Local Unit	Facility/Location	Roof (kW)	Canopy (kW)	Ground (kW)	1yr Production (kWh)
Sparta Board of Education	Helen Morgan School <i>100 Stanhope Rd, Sparta, NJ</i>	85	-	-	TBD
	Alpine School <i>151 Andover Rd, Sparta, NJ</i>	190	160	-	TBD
	Sparta High School <i>70 West Mountain Rd, Sparta, NJ</i>	450	-	-	TBD
	Sparta Middle School <i>350 Main Street, Sparta, NJ</i>	225	130	70	TBD

Appendix A-3

Original Series 2011 Local Units – List of Removed Local Unit Facilities current as of December 1, 2012

Local Unit	Facility/Location	Roof (kW)	Canopy (kW)	Ground (kW)	1yr Production (kWh)
Green Township Board of Education	Green Hills School <i>69 Mackerley Road, Greendell NJ</i>	157			N/A
County of Sussex	Sussex County Judicial Center <i>39 High Street, Newton NJ</i>		468		N/A
County of Sussex	Main Library <i>125 Morris Turnpike, Newton NJ</i>			100	

Appendix B

[form of Certificate of an Authorized Officer of the Authority, countersigned by the Project Company, along with accompanying Draw Papers]

CERTIFICATE OF THE AUTHORITY AS TO ADMINISTRATIVE EXPENSES

I, John Bonanni, Chairman of the Morris County Improvement Authority (the “*Authority*”), a public body corporate and politic of the State of New Jersey (the “*State*”) organized and existing pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (as codified at N.J.S.A. 40:37A-44 et seq., the “*Act*”) and other applicable law, and in connection with the issuance by the Authority of its \$27,700.00 aggregate principal amount of “County of Sussex Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 (Federally Taxable)” consisting of (i) \$26,715,000.00 Series 2011A Bonds, issued on December 14, 2011 (the “*Series 2011A Bonds*”) and (ii) \$985,000.00 Series 2011B Note, issued on December 14, 2011 (the “*Series 2011B Note*”) and together with the Series 2011A Bonds, the “*Series 2011 Bonds*”), **DO HEREBY CERTIFY** on behalf of the Authority as follows:

1. Attached hereto as **Appendix A** is a true and complete copy of the Invoice No. _____ ([collectively,] the “*Invoice*”), submitted by Authority consultant [Inglesino, Pearlman, Wyciskala & Taylor, LLC / Birdsell Services Group, Inc. / Gabel Associates Inc.] (the “*Consultant*”) in the amount of \$ _____ (the “*Consultant Costs*”).

2. The Consultant Costs are hereby approved and do constitute Administrative Expenses of the Authority as defined in (i) Section 101 of that certain “Lease Purchase Agreement Sussex County Renewable Energy Program, Series 2011)” dated as of December 1, 2011 (the “*Company Lease*”) by and between the Authority and SunLight General Sussex Solar, LLC (the “*Company*”) and (ii) Section 1.01(3) of that certain “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SUSSEX GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY” adopted September 28, 2011, as amended and supplemented by a Certificate of an Authorized Officer of the Authority dated December 14, 2011 (the “*Bond Resolution*”).

3. The Trustee, as defined in the Bond Resolution, is hereby authorized and directed to promptly invoice the Company for the Consultant Costs as an Additional Lease Payment under (i) Section 5.03(4)(b) of the Bond Resolution and (ii) Sections 301(a)(ii)(A) and 308(b) of the Company Lease, and, upon receipt and deposit within the Administrative Expense Account of such Additional Lease Payment, the Trustee is hereby authorized and directed to forward the full amount to the Consultant.

IN WITNESS WHEREOF, on behalf of the Authority, I have hereunto set my hand on behalf of the Authority on this ___ day of _____, 201__.

**THE MORRIS COUNTY
IMPROVEMENT AUTHORITY**

By: _____
**Name: John Bonanni
Title: Chairman**

U.S. BANK, N.A.

I hereby certify, this ___ day of _____, 201__, that the attached Invoice to this Certificate of an Authorized Officer of the Authority shall serve as an invoice to the Company for an Additional Lease Payment, as required by (i) Section 5.03(4)(a) of the Bond Resolution and (ii) Section 308(b) of the Company Lease.

By: _____
**Name: Paul O'Brien
Title: Trustee**

The receipt of this Certificate of an Authorized Officer of the Authority is hereby acknowledged by SUNLIGHT GENERAL SUSSEX SOLAR, LLC (the "Company") this ___ day of _____, 201__. The Company intends to pay this invoice out of a portion of the proceeds of the Series 2011 Bonds through the submission of draw papers, including the representations set forth in paragraph 4 thereof, in the form attached hereto as Appendix B.

**By: Sunlight General Capital
Management, LLC, its Manager**

By: _____
**Name: Stacey Hughes
Title: Authorized Signatory**

Appendix A
to the Certificate of the Authority
[Administrative Expenses – Invoice containing Consultant Costs]

Appendix B
to the Certificate of the Authority
[Form of Draw Papers – also Exhibit C to the Company Lease]

FORM OF DRAW PAPERS

Requisition No. _____

_____, 201__

U.S. Bank National Association, as Trustee

Re: The Morris County Improvement Authority
County of Sussex Guaranteed Renewable Energy Program Lease Revenue
Bonds, Series 2011 (the "Series 2011 Bonds")

Dear Sir or Madam:

Pursuant to (i) Section 510(c) of that certain "Lease Purchase Agreement Sussex County Renewable Energy Program, Series 2011" dated as of December 1, 2011 (the "**Company Lease Agreement**") by and between The Morris County Improvement Authority (the "**Authority**"), as lessor, and Sunlight General Sussex Solar, LLC, a New Jersey limited liability company (the "**Company**"), as lessee, and (ii) Section 5.02(2) of the Authority's bond resolution duly adopted September 28, 2011, and entitled "Resolution Authorizing the Issuance of County of Sussex Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 and Additional Bonds of The Sussex County Improvement Authority", as amended and supplemented (the "*Bond Resolution*") and (iii) with respect to the Renewable Energy Projects, or as applicable, any Completion Project related thereto (the "**Renewable Energy Projects**") being developed for any of the Series 2011 Local Unit (the "**Licensors**") (capitalized terms not defined in this Certificate shall have the respective meanings ascribed to such terms in the Company Lease Agreement), the Company, by its Authorized Officer stated below, **DOES HEREBY CERTIFY** and **REQUISITION** moneys on deposit in the Project Fund and held by U.S. Bank National Association, as trustee (the "**Trustee**") for the holders of the Series 2011 Bonds, as follows:

1. The Trustee is hereby requested to pay \$_____ from moneys on deposit in the Project Fund equal to the aggregate Project Costs for which payment or reimbursement is being sought by this requisition.

(a) \$_____ of which aggregate amount shall be deposited into the Administrative Expense Account and thereafter immediately payable directly to:

[Inglesino, Pearlman, Wyciskala & Taylor, LLC / Birdsall Services Group, Inc. / Gabel Associates Inc.] by check for consultant fees incurred in connection with [legal / construction management] services.

2. Such funds requested in accordance with Section 1(a) of this Requisition were incurred in connection with the acquisition, construction, or installation of the Renewable Energy Projects listed on **Exhibit A-1** to the Company Lease Agreement, to be financed by a portion of the proceeds of the Series 2011 Bonds.

3. Pursuant to the Certificate of an Authorized Officer of the Authority attached hereto, such funds constitute Administrative Expenses and therefore payable by the Company as

an Additional Lease Payment under (i) Section 5.03(4)(b) of the Bond Resolution and (ii) Sections 301(a)(ii)(A) and 308(b) of the Company Lease Agreement.

4. (a) Such payment obligation, for which funds have been requested in accordance with Section 1(a) of this Requisition, (i) has been properly incurred in accordance with the Plans and Specifications, (ii) is an item of the Cost of such Project, (iii) is a proper charge against the Project Fund, (iv) has not been the basis of any previous withdrawal, and (v) attached hereto is a bill, invoice, receipt or other evidence that payment on such Project Cost is due and owing or has been paid by or on behalf of the Company. This Requisition, together with any such attachments contemplated by clause (v) above, shall constitute Draw Papers submitted on a Draw Date for all purposes of the Company Lease Agreement, the Bond Resolution and the Local Unit License Agreement for the Licensor. The Company represents that the conditions of this Section 4(a) have been met to the best of its knowledge.

(b) The Company represents that immediately after (i) the submission and payment of this requisition and (ii) the anticipated draws for the next Lease Payment, the Company expects, based on its knowledge and expectations as of the date hereof and consistent with the updated sources and uses of funds table from the final number runs of the issuance of the Series 2011 Bonds, relating to the Project Fund and on file with the Authority, and are subject to the OPRA exception for trade secrets and proprietary commercial or financial information of N.J.S.A. 47:1A-1.1, that there shall exist sufficient amounts on deposit in the Project Fund, together with any other sources of funds available to the Company under the Bond Resolution, the proceeds from the US Treasury 1603 grant and any liquidated damages received from EPC Contractor Power Partners MasTec, LLC, to pay all Project Costs that are anticipated to be incurred, up to and including the execution and delivery of the respective REP Acceptance Certificates for all such respective Renewable Energy Projects. Such sources must be deemed by the Authority, in its sole and reasonable discretion (as evidence by its acknowledgement at the end of this subsection (b)), to be available at the times and in the amounts necessary to fund all such Project Costs. Such representation has been made assuming each of the following: (w) there is no latent material adverse financial impact to the Project Costs due to delay and/or damages caused by Hurricane Sandy (x) liquidated damages are enforceable against the EPC Contractor under the terms of the EPC Contract; (y) there will be no valid Change Orders with respect to the price of the EPC Contract after the date this requisition; and (z) US Treasury 1603 grant monies are received by the Company in the amount of 30% of Project Costs as applied for by the Company. However, the Company represents that after due and diligent inquiry, there are no known (i.e. excluding insurance issues related to flooding in warehouses where panels are stored) material adverse impacts to the project costs from Hurricane Sandy.

[Remainder of page left intentionally blank.]

The MORRIS COUNTY IMPROVEMENT AUTHORITY hereby (i) acknowledges subsection (b), and, (ii) pursuant to the Company Lease Agreement, waives the Draw Paper Ratio requirement with respect to the Consultant Costs this ___ day of _____, 201_.

By: _____
Name: John Bonanni
Title: Chairman

5. This requisition may be executed, acknowledged and accepted in any number of counterparts, each of which may be executed by one or more of the respective parties, and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Very truly yours,

SUNLIGHT GENERAL SUSSEX SOLAR,
LLC

By: Sunlight General Capital
Management, LLC, its Manager

By: _____
Name: Stacey L. Hughes
Title: Authorized Signatory

ATTEST:

By: _____
Name:
Title:

The terms of this Requisition are hereby
ACKNOWLEDGED and **ACCEPTED** by the
Licensor set forth below, this ___ day of
_____, 201_.

By: [BIRDSALL SERVICES GROUP, INC. / GABEL ASSOCIATES, INC]

By: _____
Name:
Title:

The form (only) of this Requisition is hereby
ACKNOWLEDGED by **THE MORRIS**
COUNTY IMPROVEMENT AUTHORITY this
___ day of _____, 201_.

By: [BIRDSALL SERVICES GROUP, INC. / GABEL ASSOCIATES, INC], AS
CONSTRUCTION MANAGER

By: _____
Name:
Title:

Appendix C

[Additional Subcontractors]

OWNER-APPROVED SUBCONTRACTORS AND VENDORS

SOLAR INSTALLERS / ELECTRIC

- ROWE ELECTRIC
- ZENSKY ELECTRICAL CONTRACTORS
- EAST COAST ALTERNATIVE ENERGY
- BOZ ELECTRIC
- BAM SOLAR ENERGY
- HELIOS SOLAR ENERGY
- LAMANNA ELECTRIC
- ALLIED ELECTRIC
- PRO-TEK subcontractors: *DIXIE CONSTRUCTION *RAPID ERECTORS
*PRECISION DRILLING

- HUEN ELECTRICAL
- UNION ELECTRIC
- SOLAR ENERGY SYSTEMS
- LIGHTON INDUSTRIES
- KG RENEWABLES ENERGY
- IES COMMERCIAL INC.
- 21 Century
- BARRIER ELECTRIC
- EJ ELECTRICAL
- PRO-TECH
- STAR-LO ELECTRIC
- SAL ELECTRIC
- SODON ELECTRIC
- MEHL ELECTRIC
- MULTI-PHASE
- MILLER BROTHERS
- SUNDURANCE
- J. FLETCHER CREAMER
- TETRA TECH SOLAR
- MARTIFER
- VANGUARD
- SOUTHERN EXPOSURE SOLAR
- CMI ELECTRIC

ENGINEERING DESIGN

- KMB DESIGN GROUP, LLC.
- INNOVATIVE ENGINEERING, INC.



TOWN OF NEWTON

RESOLUTION #3-2013

January 14, 2013 “Authorizing the Sale of Brine Solution to Municipalities”

WHEREAS, the Town of Newton has the equipment necessary to make a brine solution which is used on roadways in preparation for inclement weather; and

WHEREAS, in the past, other municipalities have purchased the brine solution from the Town of Newton; and

WHEREAS, the Newton Town Council desires to authorize the sale of brine solution to other municipalities to the extent it is available, subject to the terms and conditions of this Resolution; and

WHEREAS, the New Jersey Local Public Contracts Law authorizes the sale of items such as the brine solution to a local government agency in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-36(2), without the need for bids or public auctions;

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

1. The Town of Newton may sell to other municipalities brine solution to the extent that the Town of Newton has the solution available.
2. The DPW Supervisor shall be responsible for monitoring the quantities of brine solution sold and provide the information to the Town of Newton CFO or his/her designee for invoicing purposes.
3. The sale price of the brine solution at the time of this Resolution is \$0.25 per gallon; however, the Town of Newton reserves the right to adjust the sale price in the event that the costs to the Town of Newton increase during the term of this Resolution. Upon receipt of the invoice, the purchasing municipality shall submit a purchase order or voucher to the Town of Newton. Payment of the invoice is expected within 30-145 days of the invoice date.
4. A copy of this Resolution shall be placed on file with the Clerk of the Town of Newton.
5. This Resolution shall take effect immediately and shall remain in effect through April 30, 2013, or as such time as the Town Council modifies or repeals this Resolution.

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #4-2013

January 14, 2013

“Authorizing the Town of Newton to Enter into a Shared Services Agreement Through December 31, 2017 with the County of Sussex for Maintenance of Municipally Owned Traffic Signals and Flashing Warning Devices”

WHEREAS, the Town of Newton owns certain traffic signals and flashing warning devices within its jurisdiction; and

WHEREAS, there is a need to have these signal devices maintained, repaired, and upgraded as required and necessary to keep them repaired and in working condition; and

WHEREAS, the County of Sussex, through its Office of Bridge and Traffic Safety, within the Division of Engineering, is in a position to provide these services to the Town of Newton for their consideration; and

WHEREAS, the Town of Newton and County of Sussex had previously entered into a Shared Services agreement for Signal Maintenance which expired on December 31, 2012; and

WHEREAS, the Town of Newton and County of Sussex are interested in consummating a new arrangement as a shared service that will allow for this collaboration to occur again; and

WHEREAS, the Town of Newton and County of Sussex have agreed to participate in the manner and to the extent as outlined in the attached Agreement which allocation of responsibility and cost is also agreeable to the parties; and

WHEREAS, the parties have the authority to enter into the attached Agreement under the Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1 et seq. and the Local Public Contracts Law, N.J.S.A. 40A:11-10;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Newton that the Mayor and Municipal Clerk are hereby authorized to execute the attached Agreement.

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk

AGREEMENT

This Agreement entered into this 1st day of January, 2013 by and between the County of Sussex, a political subdivision of the State of New Jersey, having its principal offices at One Spring Street, Newton, New Jersey 07860, hereinafter referred to as "County" and the Town of Newton, a municipality having its principal offices at the Municipal Building, 39 Trinity Street, Newton, New Jersey, 07460 hereinafter referred to as "Town"; and

WHEREAS, the Town of Newton owns certain traffic signals and flashing warning devices within its jurisdiction; and

WHEREAS, there is a need to have these signal devices maintained, repaired, and upgraded annually as required and necessary to keep them in good repair and working condition; and

WHEREAS, the County of Sussex through its Office of Bridge and Traffic Safety within the Division of Engineering is in a position to provide these services to the Town of Newton for a consideration; and

WHEREAS, the Town of Newton and County of Sussex are interested in consummating an arrangement as a shared service that will allow for this collaboration to occur; and

WHEREAS, the Town of Newton and County of Sussex have agreed to participate in the manner and to the extent as outlined in this Agreement which allocation of responsibility and cost is also agreeable to the parties; and

WHEREAS, the parties have the authority to enter into this Agreement under the Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1 et seq. and the Local Public Contracts Law, N.J.S.A.40A:11-10.

NOW, THEREFORE, the parties do hereby mutually stipulate and agree as follows:

1. The County shall be responsible for providing the labor, materials, electronic equipment, and vehicles/special equipment to perform inspections, routine maintenance, repairs including collision damage, and upgrades to the Town owned traffic signals and flashing warning devices.
2. The Town shall provide the traffic control as required during the traffic signal related work.
3. The County shall invoice the Town for the work performed as itemized for labor (portal to portal), materials, equipment, and vehicles/special equipment used in the course of performing traffic signal work including a 10% administrative/processing fee and any NJDOT permits.
4. The County shall provide a yearly schedule of vehicle and special equipment charges and labor rates (as attached) that would likely be needed to perform the traffic signal related work.
5. The County shall provide a semi-annual inspection of the traffic signals.

6. The Town shall be responsible for reimbursing the County within 30 days of the receipt of a bill for services rendered.
7. This Agreement shall run from the date of signing until December 31, 2017.
8. Each party reserves the right to cancel the agreement by giving sixty (60) days notice to the other party.
9. Upon expiration of the term, the parties may extend the term or enter into a new Agreement upon such terms and conditions, as they agree and incorporate into a written Agreement.
10. This Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, includes an effective date, and is executed by the Freeholder Director and Mayor.
11. If the County and the Town are co-defendants in any action arising from the Agreement, the defense costs and damages awarded, if any, shall be borne equally by each party.
12. The County response to emergencies (signal lamps out, knockdowns, and conflict monitoring) shall be within two hours. Non-emergent response will be within twenty-four hours or as mutually agreed to on a case by case basis.
13. Any questions regarding the proper interpretation of the terms of this Agreement shall be submitted to the Town Attorney and County Counsel respectfully. Absent a unanimous opinion on the matter, it shall be referred to a single arbitrator for binding arbitration. The parties will each pay one-half of the cost of the arbitration. The arbitrator will be chosen by the Town Attorney and County of Sussex.

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so in accordance with the statutes, hereunto set their hands and cause their corporate seals to be affixed this day
of 2013.

COUNTY OF SUSSEX

ATTEST:

Elaine A. Morgan, Clerk

ADD NAME
Freeholder Director

TOWN OF NEWTON

ATTEST:

Lorraine A. Read
Municipal Clerk

Sandra Lee Diglio
Mayor

Attachment – Traffic Signal & Flashing Lights Agreement with the Town of Newton
Labor Rates and Equipment Rates – County of Sussex

Equipment / Labor	Rates
Bucket Truck	\$50 per hour
Pick-up Truck	\$25 per hour
Supervisor, Traffic Maintenance	*\$42.14 per hour (includes fringe benefits)**
Traffic Signal Technician I	*\$27.92 per hour (includes fringe benefits)**
Laborer	*\$22.70 per hour (includes fringe benefits)**

*Straight time per hour is valid for normal business hours, which is Monday through Friday from 7:00 a.m. to 3:30 p.m.

**The rates above are listed according to the Union contract in force during 2012. Any overtime rates will be calculated and billed as per the Union contract for nights, weekends, and holidays. Rates of time and one half, double time, and triple time will be used as applicable.



TOWN OF NEWTON

RESOLUTION #5-2013

January 14, 2013

“Appointment of Frank Leone to the Newton Parking Authority”

WHEREAS, there currently is a vacancy on the Newton Parking Authority as a result of the removal of Richard Valentino due to excessive unexcused absences, and

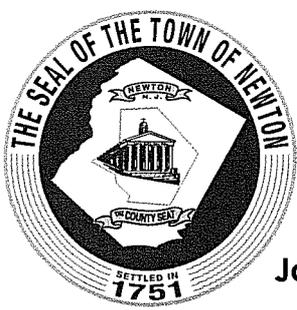
WHEREAS, Frank Leone has expressed interest in serving as a member of the Newton Parking Authority;

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Newton that Frank Leone is hereby appointed to an unexpired five (5) year term on the Newton Parking Authority, effective immediately with said term continuing to December 31, 2015

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, Month xx, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #6-2013

January 14, 2013

“Adoption of the Temporary Operating Budget and Temporary Water and Sewer Budget for 2013”

WHEREAS, funds are needed to operate the Municipal Government and the Water and Sewer Utility for the first ninety (90) days of calendar year 2013; and

WHEREAS, N.J.S.A. 40A:4-19 provides for adoption of a Temporary Budget, not to exceed twenty-six and one-quarter percent (26.25%) of the preceding year's Budget;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the 2013 Temporary Operating Budget and the 2013 Temporary Water and Sewer Utility Budget be and are hereby approved, pending adoption of the 2013 Annual Municipal Budget and the 2013 Water and Sewer Utility Budget.

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk

2013 TOWN OF NEWTON TEMPORARY OPERATING BUDGET

<u>BUDGETARY ACCOUNT</u>		<u>ACCOUNT NO.</u>	2013 TEMPORARY <u>BUDGET</u>
Town Manager's Office	S&W	1050101	\$ 30,000
	OE	1050226	18,000
Town Clerk's Office	S&W	1051101	30,000
	OE	1051201	3,000
Town Council	S&W	1052103	4,000
	OE	1052244	1,800
Human Resources	S&W	1053103	5,000
	OE	1053247	1,500
Elections	OE	1053244	2,500
Financial Administration	S&W	1054101	16,000
	OE	1054226	3,700
	AUDIT	1054300	1,000
Assessment of Taxes	S&W	1055103	10,000
	OE	1055216	3,500
Collection of Taxes	S&W	1056101	14,000
	OE	1056226	3,500
Legal Services and Costs	S&W	1058100	0
	OE	1058200	40,000
Municipal Court	S&W	1059101	36,000
	OE	1059226	3,000
Engineering Services	OE	1060216	5,000
Buildings and Grounds	S&W	1061101	1,000
	OE	1061255	30,000
Planning	S&W	1062100	11,000
	OE	1062216	6,000
Historic Commission	OE	1063201	400
Community Development	S&W	1064101	15,000
	OE	1064216	3,000

<u>BUDGETARY ACCOUNT</u>		<u>ACCOUNT NO.</u>	2013 TEMPORARY BUDGET
Industrial Commission	OE	1065200	0
Shade Tree Commission	OE	1065300	500
Economic Dev. Commission	OE	1065400	800
Employee Group Insurance	OE	1066200	365,000
Health Benefit Waiver	OE	1066300	4,500
Workers' Compensation Ins.	OE	1067200	45,000
Surety Bond Premiums	OE	1068200	0
Liability and Other Insurance	OE	1069200	105,000
Fire	OE	1070212	5,000
Aid to Volunteer Fire Cos.	OE	1072200	0
Police	S&W	1074111	725,000
	OE	1074223	30,000
Communications Center	OE	1074326	0
Parking Meter Maintenance	S&W	1075100	1,000
	OE	1075271	0
First Aid Organization	OE	1076200	7,000
Inspection of Buildings	S&W	1077101	10,000
	OE	1077247	2,500
Emergency Management	S&W	1078100	2,500
	OE	1078246	2,000
Road Repair & Maintenance	S&W	1080101	175,000
	OE	1080259	16,000
Road Machinery Repair & Maintenance	OE	1080326	9,000
Snow Removal	S&W	1081101	30,000
	OE	1081239	40,000

<u>BUDGETARY ACCOUNT</u>		<u>ACCOUNT NO.</u>	2013 TEMPORARY BUDGET
Stormwater/Flood	OE	1082216	4,000
Recycling/Sanitation	S&W	1083101	600
	OE	1083269	9,000
Vehicle Maintenance	OE	1083380	25,000
Board of Health	OE	1084252	500
Occupational Health(PEOSHA)	S&W	1085100	1,000
	OE	1085200	1,000
Recreation	SW	1087100	4,500
	OE	1087200	3,000
Utilities/Bulk Purchases	OE	1089225	100,000
Swimming Pool	S&W	1090100	1,000
	OE	1090207	3,000
Parks and Playgrounds	S&W	1091101	25,000
	OE	1091218	8,000
Celebration of Public Events	OE	1092200	2,000
Senior Citizen Programs	S&W	1093100	8,000
	OE	1093272	500
Spring Street Contribution	OE	1094300	2,000
Length of Service Awards	OE	1094500	0
Aid to Dennis Mem. Library	OE	1094200	0
Recycling Tax O/S Cap	OE	1094550	200
Interlocal Parking Authority	S&W	1094710	8,000
Interlocal 911 – Cencom	S&W	1094730	160,000
	OE	1094746	32,000
Interlocal 911 – Misc Oper.	SW	1094770	6,000
Public Employee Retire. Sys.	OE	1098296	0
Police & Fire Retirement Sys.	OE	1098297	0
Def. Contrib. Retire System	OE	1098294	1,000
Social Security System	OE	1098298	62,300
Unemployment	OE	1098299	1,000

TOTAL 2013 TEMPORARY OPERATING BUDGET \$ 2,342,300
 (Subject to 26.25% increase)

APPROPRIATIONS NOT SUBJECT TO 26.25% INCREASE

Public & Private Programs			
Offset by Revenues:			
NJ Safe & Secure-Police	S&W	1094811	20,000
Capital Improvements	OE	1095200	100,000
Debt Service	OE	1096200	500,000

2013 TEMPORARY BUDGET CALCULATION

\$ 11,485,115	Total 2012 Budget
478,390	Less: Res. Uncollected Taxes
1,761,245	Less: Debt (principal & interest)
123,000	Less: Capital Improvements
<u>199,145</u>	Less: Public & Private Programs
\$8,923,335	Amount on which % is applied
x <u>.2625</u>	Percentage increase allowed by state
\$ 2,342,375	Allowable 2013 Temporary Budget



TOWN OF NEWTON

RESOLUTION #7-2013

January 14, 2013

"Approve Change Order No. 1 for the Proposed Howard Street Storm Drainage Improvements Project"

WHEREAS, the Town Council of the Town of Newton awarded a contract for the Proposed Howard Street Drainage Improvements Project to Bob Viersma & Sons, Inc., in the amount of \$27,386.00 by Resolution #220-2012, which was adopted on October 22, 2012; and

WHEREAS, Harold Pellow & Associates, Inc., the Engineer for the project, has prepared Change Order No. 1 for said project, and recommends approval of the following:

	<u>Amount</u>
<u>Supplemental</u>	<u>\$ 520.00</u>
<u>Reduction</u>	<u>(\$2,380.25)</u>
Total Change Order No. 1	(\$1,860.25)

WHEREAS, the adjusted contract amount will be decreased by Change Order No. 1 to the new contract total of \$25,523.00;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that we hereby approve Change Order No. 1 for the Proposed Howard Street Drainage Improvements Project based on the recommendation of the Harold E. Pellow and Associates, Inc., and that the Mayor is authorized to execute said Change Order No. 1 resulting in a new contract total of \$25,523.00.

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk

HAROLD E. PELLOW and ASSOCIATES, INC.

Consulting Engineers, Planners and Land Surveyors

17 Plains Road

Augusta, NJ 07822-2009

CHANGE ORDER NO. 1

11/27/2012

Project	PROPOSED HOWARD STREET STORM DRAIN IMPROVEMENTS
Owner	TOWN OF NEWTON, MUNICIPAL BUILDING, 39 TRINITY STREET, NEWTON, NJ 07860
County	SUSSEX COUNTY
Contractor	BOB VIERSMA & SONS, INC., P.O. BOX 224, ALLAMUCHY, NJ 07820

In accordance with the project Supplementary Specification, the following are changes in the contract.

Location and Reason for Change (Attach additional sheets if required) -

Location: Howard Street
Reason: See reasons below.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>SUPPLEMENTAL</u>				
12S	SEWER LATERAL REPAIR <i>Discovered during construction.</i>	100%	L.S. \$ 520.00	\$ 520.00
Total SUPPLEMENTAL:				\$ 520.00
<u>REDUCTION</u>				
7	ROCK EXCAVATION, SUBSURFACE STRUCTURES <i>As-built quantity.</i>	25	CU. YD. \$ 0.01	\$ 0.25
11	TRAFFIC FLAGGERS <i>As billed.</i>	28	MN. HR. \$ 85.00	\$ 2,380.00
Total REDUCTION:				\$ 2,380.25

AMOUNT OF ORIGINAL CONTRACT: \$27,383.25

ADJUSTED AMOUNT BASED ON
CHANGE ORDER NO. 1: \$25,523.00

% CHANGE IN CONTRACT: - 6.79%
[(+) Increase or (-) Decrease]

EXTRA: \$ -

SUPPLEMENTAL: \$ 520.00

REDUCTION: \$ 2,380.25

TOTAL CHANGE: \$ (1,860.25)

Harold E. Pellow
(Engineer)

11/27/12
(Date)

Sandra Lee Diglio
(Presiding Officer)

12-10-12
(Date)

[Signature] V.P.
(Contractor)

11/28/12
(Date)



TOWN OF NEWTON

RESOLUTION #8-2013

January 14, 2013

“Affirm the Refund of Redemption Monies to Outside Lien Holder for Block 8.08, Lot 19”

WHEREAS, at the Municipal Tax Sale held on October 29, 2008 a lien was sold on Block 8.08, Lot 19 (Formerly Block 711, Lot 23), also known as 112 Spring Street, for 2007 delinquent water and sewer charges; and

WHEREAS, this lien, known as Tax Sale Certificate #1263, was sold to Plymouth Park Tax Service, LLC for 0% redemption fee and a premium of \$2,000.00; and

WHEREAS, in September 2012 Plymouth Park Tax Service, LLC assigned said Tax Sale Certificate to Steve Dickman, 173 Rt 46, Rockaway, NJ 07866; and

WHEREAS, TD Bank, the owner's mortgage company, has effected the redemption of Certificate #1263 in the amount of \$58,181.13, as well as \$1,517.00 for legal foreclosure fees;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that Steve Dickman is entitled to a redemption in the amount of \$58,181.13, a return of the premium in the amount of \$2,000.00, as well as \$1,517.00 for foreclosure legal fees; and

BE IT FURTHER RESOLVED, that this Governing Body hereby affirms the actions of the Tax Collector who issued three (3) checks, the first in the amount of \$58,181.13 for the redemption of Certificate #1263, the second in the amount of \$2,000.00 for the return of the premium and \$1,517.00 for the foreclosure legal fees to Steve Dickman, 173 Rt 46, Rockaway, NJ 07866 .

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #9-2013

January 14, 2013

“Final Acceptance of the Proposed Improvements to the Emergency Spillway of Paulins Kill Dam Site #4 Project”

WHEREAS, on September 24, 2012 by way of adoption of Resolution #195-2012, the Newton Town Council awarded a contract to CMS Construction, Inc., for Proposed Improvements to the Emergency Spillway of Paulins Kill Dam Site #4 Project; and

WHEREAS, in a memo to the Town Manager dated December 6, 2012, the Town Water Engineer, David B. Simmons, Jr., of Harold E. Pellow & Associates, Inc., states that said project has been completed and recommends the project be accepted as final and complete;

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Newton that it hereby concurs with the Town Water Engineer's recommendation and accepts the Proposed Improvements to the Emergency Spillway of Paulins Kill Dam Site #4 Project as final and complete so that final paperwork can be started and a one (1) year Maintenance Bond be secured by the contractor; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to CMS Construction, Inc., and the Town Water Engineer.

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

HAROLD E. PELLOW, PRESIDENT
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.,
PA - P.E. & L.S.

CORY L. STONER, ASSOCIATE
NJ - P.E., NJ - C.M.E.,
PA - P.E.

ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(5/26/84 - 7/27/89)

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

THOMAS G. KNUTELSKY
NJ - P.E.

December 6, 2012

FAX: (973) 383-8961

MEMORANDUM TO: Mrs. Debra Millikin, Newton Deputy Town Manager

FROM: David B. Simmons, Jr., P.E., L.S., C.M.E.

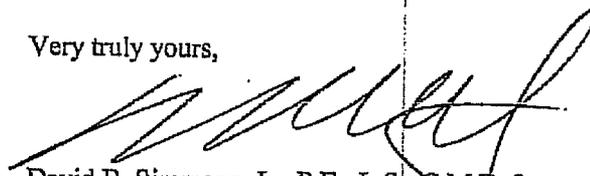
SUBJECT: REQUEST FOR ACCEPTANCE OF PROJECT
Proposed Improvements to the Emergency Spillway of Paulins Kill Dam Site #4
HPA No. 11-031

Dear Mrs. Millikin:

The above referenced project has been completed by the contractor, CMS Construction, Inc., and I recommend the project be accepted by the Town Council.

Once this project has been accepted by the Council, please notify this office so that final paperwork can be started and a one (1) year Maintenance Bond secured by the contractor.

Very truly yours,



David B. Simmons, Jr., P.E., L.S., C.M.E. for
HAROLD E. PELLOW & ASSOCIATES, INC.
Town of Newton Engineers

DBS:muc
K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\11-031 - DAM SITE #4 - SPILLWAY IMPROVEMENTS\CONSTRUCTION\MILLIKINI.DOC



TOWN OF NEWTON

RESOLUTION #10-2013

January 14, 2013

"Approve 2012 Appropriation Reserve Transfers"

BE IT RESOLVED by the Town Council of the Town of Newton that the following 2012 appropriation reserve transfers be approved effective this date:

<u>From</u>	<u>To</u>	<u>Amount</u>
<u>CURRENT</u>		
Assessment of Taxes SW 1055103A	Assessment of Taxes OE 1055200A	\$800.00
Road SW 1080101A	Police SW 1074100A	\$15,000.00
Court SW 1059100A	Cencom SW 1094734A	\$1,500.00
Snow Removal SW 1081100A	Cencom SW 1094734A	\$3,900.00
Collection Tax SW 1056101A	Human Resource SW 1053103A	\$300.00
Clerk SW 1051101A	Community Devel SW 1064103A	\$250.00
Inspection Building SW 1077100A	Accumulated Absence SW 1094400A	\$2,000.00
Group Insurance OE 1066200A	Other Insurance OE 1069200	\$2,000.00
TOTAL CURRENT TRANSFERS		<u>\$25,750.00</u>
W&S Bldg - Electric 6052225A	W&S Admin&Fin SW 6051101A	\$3,000.00
W&S Bldg - Electric 6052225A	W&S Social Security OE 6093298A	\$ 50.00
TOTAL WATER & SEWER TRANSFERS		<u>\$3,050.00</u>

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #11-2013

January 14, 2013

“Resolution Consenting to the Proposed Water Quality Management (WQM) Plan Amendment Entitled: *Sussex County Water Quality Management Plan*”

WHEREAS, the Town of Newton desires to provide for the orderly development of wastewater facilities within the Town of Newton; and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) requires that proposed wastewater treatment and conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved WQM plan; and

WHEREAS, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

WHEREAS, a proposed WQM plan amendment noticed in the New Jersey Register on January 7, 2013 for the Sussex County Water Quality Management Plan – Sussex County Future Sewer Service Area map, has been prepared by the County of Sussex;

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

1. The Town of Newton hereby consents to the amendment entitled *Sussex County Water Quality Management Plan* publicly noticed on January 7, 2013, prepared by the County of Sussex, for the purpose of its incorporation into the applicable WQM plan(s).
2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #12-2013

January 14, 2013

“Refund an Added Assessment as the Result of a County Board of Taxation Appeal Judgment”

WHEREAS, Block 12.01, Lot 16, also known as 38-40 Pine Street, received an added assessment for no longer meeting the eligibility for exempt status; and

WHEREAS, on December 12, 2012, Mr. Brian Benson paid the added assessment in the amount of \$6,202.59; and

WHEREAS, on December 31, 2012, a Judgment was received from the County Board of Taxation instructing the Tax Collector to reduce the amount of said added assessment causing an overpayment on this Block and Lot in the amount of \$5,353.50; and

WHEREAS, on December 19, 2012, the property was sold, therefore, the overpayment in the amount of \$5,353.50 is due as a refund to Mr. Brian Benson;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that Mr. Brian Benson is entitled to a refund in the amount of \$5,353.50; and

BE IT FURTHER RESOLVED, that the Treasurer of the Town of Newton be authorized to issue a check in the amount of \$5,353.50 for the refund of said overpayment to Mr. Brian Benson, C/O Dolan and Dolan, PA, PO Box D, Newton, NJ 07860, Attention: Mr. Charles J. Brand, Esq.

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #13-2013

January 14, 2013

"Affirm the Remittance (Cancellation) of an Added Assessment"

WHEREAS, Block 21.04, Lot 24, also known as 71 Paterson Avenue and owned by Kenneth Scott M. Roundtree, received an added assessment for improvements to the residence on November 1, 2012; and

WHEREAS, on December 31, 2012 the Tax Collector received a judgment from the Sussex County Board of Taxation stating that the added assessment was reduced to zero and said added assessment be remitted (cancelled);

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that this added assessment for the tax year 2012 as well as the preliminary first half of 2013 be remitted (cancelled); and

BE IT FURTHER RESOLVED that this Governing Body hereby affirms the actions of the Tax Collector who has remitted (cancelled) the added assessment for the tax year 2012 as well as the preliminary first half of 2013 for said block and lot.

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #14-2013

January 14, 2013

**“Affirm the Refund of Redemption Monies to
Outside Lien Holder for Block 8.08, Lot 22”**

WHEREAS, at the Municipal Tax Sale held on June 2, 2010 a lien was sold on Block 8.08, Lot 22 (Formerly Block 711, Lot 22), also known as 124 Spring Street, for 2009 delinquent real estate taxes; and

WHEREAS, this lien, known as Tax Sale Certificate #1328, and was sold to US Bank – Cust/Sass Muni VI dtr for 0% redemption fee and a premium of \$15,000.00; and

WHEREAS, Michael Nelms, Esq. the attorney, representing the sale of said property has effected the redemption of Tax Sale Certificate #1328 in the amount of \$37,330.94, as well as paid the legal foreclosure fees in the amount of \$1,384.53;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that US Bank – Cust/Sass Muni VI dtr is entitled to a redemption in the amount of \$37,330.94, the return of the premium for \$15,000.00 as well as \$1,384.53 for foreclosure legal fees; and

BE IT FURTHER RESOLVED, that this Governing Body hereby affirms the actions of the Tax Collector who issued three (3) checks, the first in the amount of \$37,330.94 for the redemption of Certificate #1328, the second in the amount of \$15,000.00 for the return of the premium and \$1,384.53 for the foreclosure legal fees to US Bank – Cust/Sass Muni VI dtr., 50 S 16th Street Suite 1950, Philadelphia, PA 19102 .

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #15-2013

January, 14, 2013 “Affirm the Refund of 2012 Overbilling of Real Property Tax for Block 14.01, Lot 15”

WHEREAS, the Tax Assessor has reduced the assessed value for 2012 on Block 14.01 Lot 15, also known as 10 Maple Avenue, owned by Alex Cable creating an overbilling as reflected in the Tax Collector's extended tax duplicate issued by the County Board of Taxation; and

WHEREAS, the property taxes for the preliminary first half of 2012 were paid by Alex Cable as they were billed on the 2012/2013 tax bill issued in July 2012; and

WHEREAS, Alex Cable now requests a refund in the amount of \$914.54, the amount of said overbilling for the tax year 2012;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that Alex Cable is entitled to a refund in the amount of \$914.54; and

BE IT FURTHER RESOLVED, that this Governing Body hereby affirms the actions of the Tax Collector who issued a check in the amount of \$914.54 to Alex Cable, 10 Maple Avenue, Newton, NJ 07860.

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #16-2013

January 14, 2013

“Authorize Refund of Overpayment of Water and Sewer 4th Quarter Charges”

WHEREAS, on December 17, 2012, Alicia Ferrante, Attorney at Law, representing the buyer of Block 22.01, Lot 16, also known as 38-40 Pine Street, ordered a final water and sewer reading for; and

WHEREAS, on December 19, 2012 the property was sold;

WHEREAS, on December 20, 2012, Alicia Ferrante, Attorney at Law, paid the final water and sewer billing in the amount of \$180.00 bringing the account current; and

WHEREAS, on December 21, 2012, a payment was received and processed electronically from Brian Benson, prior owner of said property for payment of the 4th quarter water and sewer bill in the amount of \$75.00 causing an overpayment; and

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that Mr. Brian Benson is entitled to a refund the amount of \$75.00; and

BE IT FURTHER RESOLVED, that the Treasurer be authorized to issue a check in the amount of \$75.00 to Mr. Brian Benson, c/o Charles Brand, P.O. Box D, Newton, NJ 07860.

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #17-2013

January 14, 2013

“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 2012 and 2013 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

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Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #18-2013

January 14, 2013

**"Person-to-Person Transfer of Plenary Retail
Consumption License No. 1915-33-002-008"**

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail Consumption License Number 1915-33-002-008, heretofore issued to Qarmout Bader George, t/a O'Reilly's Pub & Grill, for premises located at 271 Spring Street, Newton, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes and regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business;

NOW, THEREFORE BE IT RESOLVED, that the Newton Governing Body does hereby approve, effective January 14, 2013, the transfer of the aforesaid Plenary Retail Consumption License to B&M, LLC, t/a O'Reilly's Pub & Grill and does hereby direct the Town Clerk to endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to B&M, LLC, effective January 14, 2013."

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, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #19-2013

January 14, 2013

“A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12”

WHEREAS, the Town Council of the Town of Newton is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq.; and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specific purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Town Council of the Town of Newton to discuss in a session not open to the public certain matters relating to the item authorized by N.J.S.A. 10:4-12b and designated below:

(1) Potential Litigation

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Newton, assembled in public session on January 14, 2013, that an Executive Session closed to the public shall be held on January 14, 2013, at PM in the Town of Newton Municipal Building, 39 Trinity Street, Newton, NJ, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Town Council that the public interest will no longer be served by such confidentiality.

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 public meeting of said Governing Body conducted on Monday, January 14, 2013.

Lorraine A. Read, RMC
Municipal Clerk

AGENDA ITEMS

For January 14, 2013 Council Meeting

Minutes: December 10, 2012 Regular
December 10, 2012 Executive Session

On-premise Raffle Application (50/50) from the March of Dimes Foundation to be held Friday, February 1, 2013 at the Sussex County Community College, One College Hill Road, Newton from 6:00 p.m. – 9:00 p.m.