



AGENDA
NEWTON TOWN COUNCIL
AUGUST 12, 2013
7:00 P.M.

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. OPEN PUBLIC MEETINGS ACT STATEMENT**
- IV. APPROVAL OF MINUTES**

- JULY 22, 2013 REGULAR MEETING
- JULY 22, 2013 SPECIAL MEETING

V. OPEN TO THE PUBLIC

AT THIS POINT IN THE MEETING, THE TOWN COUNCIL WELCOMES COMMENTS FROM ANY MEMBER OF THE PUBLIC ON ANY TOPIC. TO HELP FACILITATE AN ORDERLY MEETING AND TO PERMIT THE OPPORTUNITY FOR ANYONE WHO WISHES TO BE HEARD, SPEAKERS ARE ASKED TO LIMIT THEIR COMMENTS TO 5 MINUTES. IF READING FROM A PREPARED STATEMENT, PLEASE PROVIDE A COPY AND EMAIL A COPY TO THE CLERK'S OFFICE AFTER MAKING YOUR COMMENTS SO IT MAY BE PROPERLY REFLECTED IN THE MINUTES.

VI. COUNCIL & MANAGER REPORTS

- a. ST. PATRICK'S DAY PARADE COMMITTEE – REQUEST FOR 2014 PARADE

VII. ORDINANCES

- a. 2ND READING & PUBLIC HEARING

ORDINANCE 2013-22

AN ORDINANCE AMENDING SECTION 320-23 "PARKING AND DRIVEWAY STANDARDS" OF THE NEWTON TOWN CODE TO PROHIBIT CERTAIN FRONT YARD PARKING AND PARKING OF CERTAIN VEHICLES ON RESIDENTIAL PROPERTY AND AMENDING SECTION 320-3 TO ADD DEFINITIONS FOR AGE RESTRICTED HOUSING AND COMMERCIAL VEHICLES AND AMENDING SECTION 320-27 REGARDING GRANDFATHER CLAUSE

- i. OPEN HEARING TO PUBLIC
- ii. CLOSE HEARING TO PUBLIC
- iii. ACT ON ORDINANCE

- b. INTRODUCTION

ORDINANCE 2013-23

AN ORDINANCE OF THE TOWN OF NEWTON AUTHORIZING THE LEASE BETWEEN THE TOWN OF NEWTON AND NEWTON FIRE MUSEUM, INC., IN ACCORDANCE WITH THE NEW JERSEY LOCAL LANDS AND BUILDING LAW N.J.S.A. 40A:12-14 ET SEQ.

VIII. OLD BUSINESS

- a. FIRE MUSEUM

IX. CONSENT AGENDA

ALL ITEMS LISTED WITH AN ASTERISK (*) ARE CONSIDERED TO BE ROUTINE AND NON-CONTROVERSIAL BY THE TOWN COUNCIL AND WILL BE APPROVED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER SO REQUESTS, IN WHICH CASE THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

- a. RESOLUTION #139-2013* APPOINTMENT OF RALPH PORTER AS A CLASS A, REGULAR MEMBER OF THE HISTORIC PRESERVATION ADVISORY COMMISSION
- b. RESOLUTION #140-2013* AWARD TRUCK #2 REFURBISHMENT 2000 TANDEM FREIGHTLINER TRUCK
- c. RESOLUTION #141-2013* AUTHORIZE A CREDIT DUE A WATER AND SEWER UTILITY ACCOUNT
- d. RESOLUTION #142-2013* APPROVE BILLS AND VOUCHERS FOR PAYMENT
- e. RESOLUTION #143-2013* AUTHORIZE CHANGE ORDER NO. 2 FOR THE PROPOSED CURB, SIDEWALK AND APRON REPLACEMENT ON MAPLE AVENUE
- f. RESOLUTION #144-2013* AWARD CONTRACT TO COTHERY CONSTRUCTION COMPANY, INC., FOR THE REPLACEMENT OF THE MECHANICAL BAR SCREEN AT THE WASTEWATER TREATMENT PLANT
- g. APPLICATIONS*
 - AN APPLICATION FOR A PERMIT FOR A SOCIAL AFFAIR FROM KAREN ANN QUINLAN MEMORIAL FOUNDATION, 99 SPARTA AVENUE, NEWTON TO BE HELD ON SUNDAY, NOVEMBER 10, 2013 FROM 6:00PM TO 10:00PM AT KRAVE CAFÉ + CATERER, 102 SPARTA AVENUE, NEWTON
 - AN APPLICATION FOR AN ON-PREMISE RAFFLE (2 TICKETS TO RADIO CITY MUSIC HALL, NYC) FROM NEWTON MEDICAL CENTER FOUNDATION, 175 HIGH STREET, TO BE HELD ON SATURDAY, NOVEMBER 16, 2013 AT 6:30PM AT 175 HIGH STREET

X. INTERMISSION

XI. DISCUSSION

- a. NEWTON PRIDE FOUNDATION HALLOWEEN 5K REQUEST
- b. BUSINESS IMPROVEMENT DISTRICT

XII. OPEN TO THE PUBLIC

XIII. COUNCIL & MANAGER COMMENTS

XIV. ADJOURNMENT

TOWN OF NEWTON

ORDINANCE 2013-22

AN ORDINANCE AMENDING SECTION 320-23 “PARKING AND DRIVEWAY STANDARDS” OF THE NEWTON TOWN CODE TO PROHIBIT CERTAIN FRONT YARD PARKING AND PARKING OF CERTAIN VEHICLES ON RESIDENTIAL PROPERTY AND AMENDING SECTION 320-3 TO ADD DEFINITIONS FOR AGE RESTRICTED HOUSING AND COMMERCIAL VEHICLES AND AMENDING SECTION 320-27 REGARDING GRANDFATHER CLAUSE

WHEREAS, the Mayor and Town Council of the Town of Newton find that outdoor parking of commercial vehicles exceeding 15,000 pounds in gross vehicle weight rating (GVWR), including trailers and any items connected to and/or towed by the vehicle, on residential property negatively impacts residential neighborhoods; and

WHEREAS, there is sufficient commercial property and locations throughout the Town for property owners to park commercial vehicles with a GVWR of 15,000 pounds or more, including trailers and any items connected to and/or towed by the vehicle; and

WHEREAS, the Town Council of the Town of Newton finds that more specificity in the Form-Based Code with respect to the prohibition of parking on areas other than driveways in the front yard of single family detached and duplex dwellings, and a grandfathering clause for existing driveways are needed for enforcement of the Ordinance; and

WHEREAS, the Town Council of the Town of Newton finds that more specificity in the Form-Based Code with respect to definitions for “commercial vehicle” and “age-restricted residential” is needed for interpretation of the Ordinance; and

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

SECTION I: Section 320-3 “Definitions” shall be revised by the additions of the definitions of “commercial vehicle” and “age restricted residential” as follows:

AGE RESTRICTED RESIDENTIAL – means a residential development that complies with the “housing for older persons” exception from the federal “Fair Housing Amendments Act of 1988,” 42 U.S.C.A..3601 et seq., as may be amended, and 24 C.F.R. 100.301 et seq., as may be amended.

COMMERCIAL VEHICLE – means any motor driven vehicle, including cars, trucks, buses, sedan delivery vehicles, station wagons, minivans, sport utility vehicles, or any other commercially used vehicles with advertising matter or subject to such licensing designation under N.J.S.A. 39:1-1 et seq.

SECTION 2: Section 320-23.E, "Residential driveways", shall be and is hereby revised to read as follows:

E. Residential driveways.

(1) Driveways on residential lots shall be no closer than three feet to any side or rear property line, except that, on lots that are 50 feet or less in width, the Zoning Officer may permit driveways to be located no closer than one foot to a side or rear property line. In those instances where a common driveway is proposed by adjoining property owners, then no driveway offset from the common property line is required.

(2) Front yard parking. Off-street parking on areas other than driveways is prohibited in the front yards of single family detached and duplex residential dwellings.

SECTION 3: A new subsection F of section 320-23, "Parking and driveway standards" shall be and is hereby adopted as follows:

F. The parking, or maintenance of any commercial vehicles exceeding gross vehicle weight rating (GVWR) of 15,000 pounds, including trailers and any items connected to and/or towed by the vehicle, located on any residential properties is prohibited. Garaging of all commercial vehicles exceeding 15,000 pounds in GVWR, including trailers and any items connected to and/or towed by the vehicle, is permitted on residential properties provided the structure was lawfully constructed and is an enclosed solid structure with a full closed door.

SECTION 4: Section 320-27 Pre-existing Non-Conforming Lots, Uses and Structures shall be amended to read as follows:

The following provisions shall apply to all lawfully existing nonconforming uses, structures, driveways or lots as well as all uses, structures or lots that become nonconforming by reason of any subsequent amendment to this chapter.

- A. Existing uses, expansion of nonconforming uses. Any nonconforming use existing at the time, or created as a result, of the passage of this chapter may be continued upon the lot or in the structure so occupied. No nonconforming use may be extended or expanded over a larger area than it occupies at the time of enactment of this chapter.
- B. Existing structures, enlargement or nonconforming structures. Any nonconforming structure existing at the time, or created as a result, of the passage of this chapter may be occupied, restored or repaired in the event of partial destruction thereof. Any such structure, which is substantially destroyed as deemed by the Construction Official, shall not be reconstructed or used except in conformance with this chapter. No nonconforming structure may be enlarged or expanded to cover a larger area than it occupied at the time of the adoption of this chapter without an appeal for variance relief.
- C. Any nonconforming driveway existing at the time, or created as a result, of the passage of Ordinance 2013-22 (August 26, 2013) may be restored, replaced or repaired, provided such driveway has not been abandoned (pursuant to subsection F below). No nonconforming driveway may be enlarged or expanded to cover a larger area than it occupied at the time of the adoption of Ordinance 2013-22 (August 26, 2013) without an appeal for variance relief.

D. Existing lots, nonconforming area, width and setback.

(1) Any lot nonconforming in area or width which was under one ownership or under contract of sale as of May 1969 when the owner thereof owns no adjoining land may be used as a lot for any purpose permitted in the zone, provided that the lot complies with all other regulations for the zone.

(2) Where a lot is situated between two lots, each of which is developed with a main building which projects beyond the established front building line and has been so maintained since May 1969, the minimum front yard depth required for such lot may be the average of the front yard of the existing buildings. Where a lot is situated between one lot developed as described above and a vacant lot, the minimum front depth required for such lot may be the average of the front yard of the existing buildings and the established front setback.

E. Conversion to permitted use. After a nonconforming building or use has been converted to a permitted use, it shall not be changed back again to a nonconforming use.

F. Abandonment. If a nonconforming use has been abandoned, such use shall not be reinstated. Cessation of a nonconforming use for a continuous period of one year may be taken as prima facie evidence of an intent to abandon such use.

SECTION 5: SEVERABILITY AND REPEALER

Should any part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part held invalid.

SECTION 6: NOTICE

The Town Clerk is directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the County Planning Board and to all others entitled pursuant to the provisions of N.J.S.A. 40:55D-15. Upon the adoption of this Ordinance, after public hearing, the Township Clerk is further directed to publish notice of the passage and to file a copy of this Ordinance, as finally adopted, with the Sussex County Planning Board, as required by N.J.S.A. 40:55D-16.

SECTION 7: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption and publication in accordance with law. **TAKE NOTICE** that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, July 22, 2013. It will be considered for adoption, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body to be conducted at 7:00pm on Monday, August 26, 2013 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk

**TOWN OF NEWTON
ORDINANCE 2013-23**

**AN ORDINANCE OF THE TOWN OF NEWTON
AUTHORIZING THE LEASE BETWEEN
THE TOWN OF NEWTON AND
NEWTON FIRE MUSEUM, INC.
IN ACCORDANCE WITH THE
NEW JERSEY LOCAL LANDS AND BUILDING LAW
N.J.S.A. 40A:12-14 et seq.**

WHEREAS, the Newton Fire Museum desires to lease a building owned by the Town of Newton located at 150 Spring Street for a fire museum and the Town of Newton agrees to lease the building to the Newton Fire Museum; and

WHEREAS, the New Jersey Local Lands and Building law authorizes a lease for nominal consideration to a non-profit organization for historical programs or activities pursuant to N.J.S.A. 40A:12-15(g);

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

Section 1: The Lease Agreement between the Town of Newton and the Newton Fire Museum, Inc. is hereby approved.

Section 2: There shall be no monetary rent for the Lease. The Term of the Lease shall be for twenty-five (25) years.

Section 3: Newton Fire Museum, Inc. shall provide a report annually in accordance with N.J.S.A. 40A:12-14(c). The report shall advise the Town Manager the use to which the property was put during the year, the activities of Newton Fire Museum, Inc. taken in furtherance of its public purpose and the value or costs of the activities in furtherance of its activities. Also, Newton Fire Museum, Inc. shall provide proof of its continued tax exempt status as a non-profit organization.

Section 4: The Mayor and Town Clerk are authorized to sign the Lease on the behalf of the Town of Newton.

Section 5: Severability. If any provision of this Ordinance or the application of this Ordinance to any person or circumstances is held invalid, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

Section 6. Repealer. All ordinances or parts of ordinances or resolutions that are inconsistent or in opposition to the provisions of this Ordinance are hereby repealed in their entirety.

Section 7. Effective Date. This Ordinance will take effect after publication and passage according to law, however, it shall be void and of no effect in the event that Newton Fire Museum, Inc. fails or refuses to sign the Lease.

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Monday, August 12, 2013. It will be considered for adoption, after final reading and public hearing thereon, at a regular meeting of the Newton Governing Body to be conducted at 7:00pm on Monday, August 26, 2013 in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk

LEASE AGREEMENT

This Lease Agreement made this ____ day of _____, 2013 ("Effective Date"), by and between

The **TOWN OF NEWTON**, a municipal corporation of the State of New Jersey, with offices at 39 Trinity Street, Newton, New Jersey 07860, hereinafter referred to as "Landlord",

and

NEWTON FIRE MUSEUM, INC., a nonprofit corporation of the State of New Jersey, with an address of 150 Spring Street, Newton, New Jersey 07860, hereinafter referred to as "Tenant".

WHEREAS, The Landlord desires to lease the building which it owns located at 150 Spring Street, Newton, New Jersey (Block 8.08, Lot 25) ("Premises"), to the Tenant.; and

WHEREAS, the Tenant desires to lease the Premises from the Landlord for purposes of housing a fire museum; and

WHEREAS, the New Jersey Local Lands and Buildings Law authorizes leases with non-profit corporations for civil and historic purposes pursuant to N.J.S.A. 40A:12-14&15.

NOW, THEREFORE, the parties agree as follows:

1. The recitals set forth above are made an integral part of this Lease.
2. **Leased Premises.** The Premises to be leased by the Landlord to Tenant is designated as 150 Spring Street, Newton, New Jersey Block 8.08 Lot 25, as shown on the Town of Newton Tax Map (Premises).
3. **Term.** The term of this Lease Agreement shall be for a period of twenty-five (25) years commencing on _____, 2013 and terminating on

_____, 2038. At end of the Lease, the Tenant shall surrender the Premises in "broom clean condition". The Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out.

4. **Rent.** Tenant shall pay no rent provided that they operate the Leased Premises as a museum which is open to the public. In addition, it shall also be responsible for keeping the Premises in a clean, safe and good condition throughout the Term of the Lease.

In addition, during the Term of this Lease, on each anniversary of the Effective Date, the Tenant shall submit to the Landlord's Town Manager a report as required by N.J.S.A. 40A:12-14(c) which report shall include but not be limited to advising of the use as to which the property was put during the year, the activities of the Tenant taken in furtherance of its public purpose and the value or costs of the activities in furtherance of its activities. Tenant, shall also provide proof of its continued tax exempt status as a non-profit organization.

5. **Utilities.** Landlord shall pay for the utilities servicing the Premises.

6. **Use of Leased Premises.** The Premises leased under this Lease Agreement shall be used solely by the Tenant for the purpose of a fire museum. Tenant shall maintain the Premises in good repair during the term of this Lease and any renewal.

7. **Improvements.** The leased Premises are being offered in an "as is" condition. Landlord shall be responsible for repairs and maintenance to the leased Premises.

8. **Compliance with Legal Requirements.** Tenant shall promptly comply with all laws and ordinances, and all orders, rules, regulations and requirements of federal, state and municipal governments and appropriate departments, commissions, boards and officers of these governments ("Legal Requirements") throughout the term of this Lease, and without cost to the Landlord. In the event Tenant shall fail to comply with any of the foregoing, the Landlord shall have the right, upon prior written notice with a reasonable specific time frame within which to cure, to terminate this Lease in the event that Tenant fails to cure any breach.

9. **Assignment.** Tenant may not sublet, assign, or otherwise transfer this lease, or the improvements on the leased Premises, in whole or in part. If Tenant sublets, assigns or otherwise transfers its rights or interest in this lease or any portion of the leased Premises, the Landlord may, at its option, declare this lease terminated.

10. **Termination by Landlord.** In the event that the Landlord decides to close the museum, renovate, demolish or otherwise alter the building, then it shall provide the Tenant with at least ninety (90) days advance notice of such termination. The Tenant acknowledges and agrees that this is a reasonable condition and shall promptly vacate the Premises. Tenant shall surrender the Premises to the Landlord in the condition it was in upon commencement of occupancy by Tenant, except for reasonable wear and tear and any improvements which have been made to the property by Tenant.

11. **Default.** In the event that Tenant defaults under any of the terms and conditions of this Lease, the Landlord has the option, but not the obligation, to terminate this lease upon a reasonable written notice to Tenant affording Tenant the opportunity to cure any default.

12. **Insurance.** Tenant, at its sole cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord during the lease term and any renewals: (1) general public liability insurance, insuring the Tenant and Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident in or about the leased Premises for injuries to any persons, for limits of not less than One Million Dollars (\$1,000,000) for any personal and property damage, for injuries to more than one person, in any one accident or occurrence. (2) maintain in full force and effect during the term of this lease and any renewals in a minimum amount of Two Hundred Seventy-Four Thousand Nine Hundred Seventy-Three Dollars (\$274,973.00) hazard insurance insuring the structure from any and all hazards, including but not limited to fire, or other types of damage or destruction. Landlord shall be named as the loss payee on the hazard insurance. The policies shall also contain a written obligation from the insurer requiring that they provide notice of cancellation or termination to the Landlord in accordance with the policy provisions. Notwithstanding the foregoing, Tenant shall have an affirmative obligation and duty to provide copies of any and all notices from the insurance company to the Landlord involving a proposed or actual cancellation or termination of Tenant's insurance coverage. The policy or certificate of insurance shall be delivered to the Landlord prior to the commencement date. Tenant agrees that if such insurance policies are not kept in force during the entire term of this lease or any extension, Landlord may procure the necessary insurance, paying the premium, and such premium shall be repaid to the Landlord as additional rent installment. The insurance policies shall be with companies authorized to do business in the State of New Jersey and shall be delivered to the Landlord, together with proof of payment, not less than thirty

(30) days prior to the commencement of the term hereof or of the date when Tenant shall enter in possession, whichever occurs sooner. The insurance policies shall include the Landlord as an additional insured. At least thirty (30) days prior to the expiration or termination date of any policy, Tenant shall deliver a renewal or replacement policy with proof of the certificate of insurance and the payment of the premium therefor.

Tenant shall be responsible for obtaining insurance for any of its personal property, and Tenant acknowledges and agrees that Landlord is not responsible for providing any insurance coverage on behalf of the Tenant.

13. **Indemnity.** Tenant agrees to and shall hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney's fees and from any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by Tenant or Tenant's agents, employees, guests, licensees, invitees, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy or activities of Tenant on the leased Premises.

14. **Entire Agreement and Modifications.** This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms. No additions, changes or modifications, renewals or extensions, shall be binding unless reduced to writing and signed by the Landlord and Tenant.

15. **Curing Invalid Clauses.** The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the

statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length.

16. **Ownership of Improvements Upon Default.** In the event the Landlord lawfully terminates this Lease, any improvement constructed by Tenant on the leased Premises shall become the property of the Landlord and shall be surrendered by Tenant to the Landlord upon any such termination.

17. **Cumulative Nature of Remedies.** The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative. The failure of the Landlord to enforce strict performance by Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred, or the acceptance by the Landlord of any installment of rent after any breach by Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

18. **Governmental Compliance.** This Lease and the obligation of Tenant to comply with the covenants and conditions of this Lease, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, as the result of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise for any cause beyond the control of the Landlord.

19. **Severability.** The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision contained in this

Lease shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision of this Lease, but such other clauses or provisions shall remain in full force and effect.

20. **Notice.** All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

21. **Binding Nature of Agreement.** This Lease shall be binding upon the Landlord, its successors and assigns, and upon Tenant, its successors and assigns. The terms of this Lease shall apply to and inure to the benefit of the Landlord, Tenant and their respective successors and assigns.

22. **Environmental Compliance.** Tenant agrees to immediately notify the Landlord in writing of the discovery, discharge or release of any hazardous substance for which Tenant is in any way responsible under the Spill Compensation Control Act, the Industrial Site Recovery Act or any similar federal or state statute. Tenant shall not cause or permit to exist as a result of an intentional or unintentional action or omission on its part, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of a hazardous substance or hazardous waste as such terms are defined in N.J.S.A. 58:10-23.11(b)(k) and N.J.S.A. 13:1K-8(d) unless said release, spill, leak, etc., is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal or state governmental authorities. Should Tenant cause or permit any intentional or

unintentional action or omission resulting in the releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of hazardous substances and hazardous waste resulting in damage to the leased Premises, Tenant shall promptly notify the Landlord of such spill, leak, etc., and shall clean up such spill, leak, etc., in accordance with the provisions of the New Jersey Spill Compensation and Control Act, Industrial Site Recovery Act and any other applicable environmental statute or regulation, federal or state, and such clean up shall be at Tenant's sole cost and expense.

IN WITNESS WHEREOF, the Landlord has caused this instrument to be signed by Joseph A. Ricciardo, Mayor; and by Lorraine A. Read, Clerk; and an authorized agent of the Newton Fire Museum, Inc. has signed this Lease and agrees to all its terms and conditions.

ATTEST:

TOWN OF NEWTON

Lorraine A. Read, Municipal Clerk

Joseph A. Ricciardo, Mayor

Dated: _____, 2013

ATTEST:

NEWTON FIRE MUSEUM, INC.

Dated: _____, 2013

By:



TOWN OF NEWTON

RESOLUTION #139-2013

August 12, 2013

“Appointment of Ralph Porter as a Class A, Regular Member of the Historic Preservation Advisory Commission”

WHEREAS, there is currently a vacancy on the Historic Preservation Advisory Commission for a Class A, Regular Member due to the resignation of Louis Read; and

WHEREAS, a *Class A* member is defined as a person who is knowledgeable in building design and construction or in architectural history; and

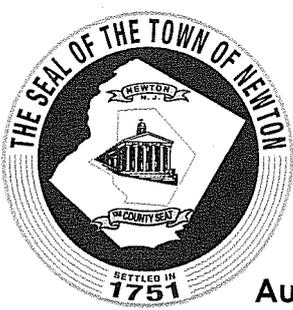
WHEREAS, Ralph Porter, meets said criteria and has expressed interest in serving as a Class A, Regular Member on the Commission;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that Ralph Porter is hereby appointed to an unexpired four-year term as a Class A, Regular Member of the Newton Historic Preservation Advisory Commission, effective immediately with said term continuing to May 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 meeting of said Governing Body conducted on Monday, August 12, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #140-2013

August 12, 2013

“Award Truck #2 Refurbishment 2000 Tandem Freightliner Truck”

WHEREAS, the Town of Newton publicly accepted and opened bids for Truck #2 Refurbishment 2000 Tandem Freightliner Truck on Wednesday, July 17, 2013 at 11:00 a.m. as follows:

<u>Name and Address of Bidder</u>	<u>Bid Price</u>	<u>Plow Option</u>	<u>Total</u>
Structural Metal Fabrications, Inc. 1226 Little Gap Road Palmerton, PA 18071	\$55,253.00	\$10,071.00	\$65,270.00

WHEREAS, based on review of the bid documents the Department of Public Works Supervisor and Qualified Purchasing Agent recommend award Truck #2 Refurbishment 2000 Tandem Freightliner Truck to Structural Metal Fabrications, Inc., in the amount of \$55,253.00; and

WHEREAS, the Chief Financial Officer has certified funds are available based on the attached certification;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the bid submitted for the purchase of Truck #2 Refurbishment 2000 Tandem Freightliner Truck be awarded to Structural Metal Fabrications, Inc., Palmerton, PA, in the amount of \$55,253.00. There is no need at this time for the plow option. A copy of this resolution and the proposed Contract is to be forwarded to Structural Metal Fabrications, Inc., for execution.

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, August 12, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

CERTIFICATION OF THE AVAILABILITY OF FUNDS
(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq)

THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:

RESOLUTION #: 140-2013

APPROVING: STRUCTURAL METAL FABRICATIONS, INC.

FOR THE PURPOSE OF: REFURBISH TRUCK #2 TANDEM

IN THE AMOUNT OF: \$55,253.00

APPROPRIATED BY: GENERAL CAPITAL -

ORD.#2013-11 #30913112 \$55,253.00

DATED THIS 12TH DAY OF AUGUST 2013

BY

DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER



**TOWN OF NEWTON
RESOLUTION #141-2013**

August 12, 2013

“Authorize a Credit Due a Water and Sewer Utility Account”

WHEREAS, the Water and Sewer Collector has determined that the following Water and Sewer Utility Account is due a credit for the reason stated;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Water and Sewer Collector is hereby authorized to credit the following account for amount billed incorrectly due to the reason(s) stated:

Credit for a final reading scheduled erroneously:

<u>Account</u>	<u>Address</u>	<u>Amount</u>
22942	43 Fox Hollow Rd.	\$198.00

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, August 12, 2013

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #142-2013

August 12, 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

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, August 12, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #143-2013

August 12, 2013

"Authorize Change Order No. 2 for the Proposed Curb, Sidewalk and Apron Replacement on Maple Avenue"

WHEREAS, on June 10, 2013 the Newton Town Council adopted Resolution #98-2013, awarding a contract to Tony's Concrete Construction Co., Inc., for the Proposed Curb, Sidewalk and Apron Replacement on Maple Avenue; and

WHEREAS, on July 22, 2013 the Newton Town Council adopted Resolution #134-2013 approving Change Order No. 1 for said project adjusting the total contract amount to a new total of \$38,214.00 based on the recommendation of the Town Engineer, Harold E. Pellow;

WHEREAS, the Town Engineer has prepared Change Order No. 2 for the Curb, Sidewalk and Apron Replacement on Maple Avenue, which will reduced the overall contract by \$2,937.00 to a new total of \$35,277.00:

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby approves Change Order No. 2 for the Proposed Curb, Sidewalk and Apron Replacement on Maple Avenue; and

BE IT FURTHER RESOLVED, that a copy of Change Order No. 2 be attached to and made part of this resolution; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to Tony's Concrete Construction Co., Inc., and the Town 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, August 12, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

CERTIFICATION OF THE AVAILABILITY OF FUNDS
(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq)

THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:

RESOLUTION #: 143 -2013

APPROVING: TONY'S CONCRETE CONSTRUCTION, CO.

FOR THE PURPOSE OF: C.O.#2 CURB/SIDEWALK/APRON-MAPLE AVE.

IN THE AMOUNT OF: <\$2,937.00>

ORIGINAL CONTRACT AMOUNT	\$32,323.00
CHANGE ORDER #1	<u>\$5,891.00</u>
REVISED CONTRACT	\$38,214.00
CHANGE ORDER #2	<u>< 2,937.00></u>
FINAL REVISED CONTRACT	\$35,277.00

APPROPRIATED BY: WATER SEWER CAPITAL -
ORD.#2012-10 #6191210

DATED THIS 12TH DAY OF AUGUST 2013

BY *Dawn L. Babcock*

DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER

HAROLD E. PELLOW and ASSOCIATES, INC.

*Consulting Engineers, Planners and Land Surveyors
17 Plains Road
Augusta, NJ 07822-2009*

**CHANGE ORDER NO. 2
8/5/2013**

Project	MAPLE AVENUE CURB, DRIVEWAY AND SIDEWALK REPAIR
Owner	TOWN OF NEWTON, MUNICIPAL BUILDING, 39 TRINITY STREET, NEWTON, NJ 07860
County	SUSSEX COUNTY
Contractor	TONY'S CONCRETE CONSTRUCTION CO., INC., 316 E. KINNEY STREET, NEWARK, NJ 07105

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:	Maple Avenue
Reason:	See reasons below.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>EXTRA</u>				
2	CONCRETE SIDEWALK, 4" THICK <i>As-built quantity.</i>	6	SQ. YD. \$ 60.00	\$ 360.00
4	REMOVAL OF CONCRETE SIDEWALK AND APRONS <i>As-built quantity.</i>	14	SQ. YD. \$ 28.00	\$ 392.00
9	BACKFILL AREA WHERE CURB AND GUTTER WERE REMOVED, VARIABLE THICKNESS (BACKFILL WITH BITUMINOUS STABILIZED BASE) <i>As-built quantity.</i>	2	TONS \$ 78.00	\$ 156.00
10	CONCRETE APRON REPAIR, 6" THICK <i>As-built quantity.</i>	8	SQ. YD. \$ 80.00	\$ 640.00
Total EXTRA:				\$ 1,548.00
<u>REDUCTION</u>				
1	9" x 18" CONCRETE CURB, INCLUDING SAWCUTTING PAVEMENT <i>Hillside Terrace curb and aprons not installed due to permit issues with County.</i>	99	LIN. FT. \$ 24.50	\$ 2,425.50
3	REMOVAL OF CONCRETE CURB AND GUTTER <i>As-built quantity.</i>	63	LIN. FT. \$ 4.50	\$ 283.50
5	ASPHALT APRON REPAIR, HOT MIX ASPHALT MIX I-5, VARIABLE THICKNESS <i>As-built quantity.</i>	1	TON \$ 80.00	\$ 80.00
7	RESET BRICK PAVERS IN DRIVE AT 11+80 LEFT <i>Homeowner requested a concrete apron instead of brick.</i>	6	SQ. YD. \$ 80.00	\$ 480.00
11S	DETECTABLE WARNING SURFACE <i>As-built quantity.</i>	2	UNIT \$ 300.00	\$ 600.00
12S	TRAFFIC DIRECTORS <i>As-built quantity.</i>	8	HR. \$ 77.00	\$ 616.00
Total REDUCTION:				\$ 4,485.00

AMOUNT OF ORIGINAL CONTRACT:	<u>\$32,323.00</u>	EXTRA:	<u>\$ 1,548.00</u>
ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:	<u>\$38,214.00</u>	SUPPLEMENTAL:	<u>\$ -</u>
ADJUSTED AMOUNT BASED ON CHANGE ORDER NOS. 1 & 2:	<u>\$35,277.00</u>	REDUCTION:	<u>\$ 4,485.00</u>
		TOTAL CHANGE:	<u>\$ (2,937.00)</u>

% CHANGE IN CONTRACT: + 9.14%
[(+) Increase or (-) Decrease]

Harold E. Pellow
(Engineer)

8/5/13
(Date)

[Signature]
(Presiding Officer)
[Signature]
(Contractor)

[Signature]
(Date)
8/6/13
(Date)

C.O. #2



TOWN OF NEWTON

RESOLUTION #144-2013

August 12, 2013

"Award Contract to Cothery Construction Company, Inc., for the Replacement of the Mechanical Bar Screen at the Wastewater Treatment Plant"

WHEREAS, the Town of Newton solicited bids for the Replacement of the Mechanical Bar Screen at the Wastewater Treatment Plant and

WHEREAS, the bids for the Replacement Bar Screen at the Wastewater Treatment Plant were publicly opened and read on Tuesday, August 6, 2013 at 10:00 a.m. as follows:

Bidder

Bid Amount

**Cothery Construction Co., Inc.
252 Summit Avenue
Langhorne, PA 19047**

\$187,170.00

Coppola Services, Inc.
28 Executive Parkway
Ringwood, NJ 07456

\$198,000.00

Allied Construction Group, Inc.
499 Washington Road
Parlin, NJ 08859-1022

\$198,335.00

CFM Construction, Inc.
5 Bay Street
Stirling, NJ 07980

\$218,600.00

WHEREAS, after review of all submitted bids, John J. Scheri, of Hatch Mott McDonald, the Town of Newton Sewer Engineer, recommends awarding of the contract for Replacement Mechanical Bar Screen at the Wastewater Treatment Plant to Cothery Construction Co., Inc., in the amount of \$187,170.00; and

WHEREAS, the Chief Financial Officer, Dawn L. Babcock has certified that funds are available based on the attached certification;

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton hereby awards the contract for the Replacement Mechanical Bar Screen at the Wastewater Treatment Plant and authorizes the Mayor and Clerk to execute an agreement with Cothery Construction Company, Inc., Langhorne, PA in the amount of \$187,170.00.

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, August 12, 2013.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

CERTIFICATION OF THE AVAILABILITY OF FUNDS
(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq)

THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:

RESOLUTION #: 14442013

APPROVING: COTHERY CONSTRUCTION CO., INC.

FOR THE PURPOSE OF: REPLACE MECHANICAL BAR SCREEN AT
WASTEWATER TREATMENT PLANT

IN THE AMOUNT OF: \$187,170.00

APPROPRIATED BY: WATER SEWER CAPITAL -
ORD.#2013-10 #6191311 \$187,170.00

DATED THIS 12TH DAY OF AUGUST 2013

BY *Dawn L. Babcock*

DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
111 Wood Avenue South
Iselin, NJ 08830-4112
www.hatchmott.com

August 6, 2013

Ms. Debra Millikin
Deputy Town Manager
Town of Newton
39 Trinity Street
Newton, New Jersey 07860

**Re: 314588 – Wastewater Treatment Plant
Replacement of Mechanical Bar Screen
Report on Bids Received**

Dear Ms. Millikin:

This report has been prepared to summarize the bids received on August 6, 2013 for the Town of Newton Wastewater Treatment Plant, Replacement of Mechanical Bar Screen. Included in this report are a summary of all bids received, a comparison with the Engineer's Estimate, a description of the scope and need for the project, and a recommendation on award. The decision on acceptance or rejection of the low bid received must be made by the Town following consideration of this report and the review and receipt of advice from the Town's legal counsel.

BID RESULTS

The Notice to Bidders for the project was advertised in the local newspaper, (Daily Herald) and in various trade journals. The Contract Documents were made available to prospective bidders on line by R.S. Knapp Co. Inc. (NAPCO) through its website, www.bidset.com/hatchmott. A total of eight (8) sets of Contract Documents were distributed to prospective bidders and trade journals during the bid advertisement period. A total of four (4) bids were received.

The bids received ranged from a low of \$187,170.00 to a high of \$218,600.00. The low bid of \$187,170.00 was submitted by Cothery Construction Co., Inc. of Langhorne, Pa. The second lowest bid was submitted by Coppola Services, Inc. of Ringwood, New Jersey, in the amount of \$198,000.00. The Engineer's pre-bid estimate for the project was \$300,000.00. The bidders and their total base bid amounts are tabulated below.



**TOWN OF NEWTON
SUSSEX COUNTY, NEW JERSEY**

Replacement of Mechanical Bar Screen

NAME	BID AMOUNT
Cothery Construction Co., Inc.	\$187,170.00
Coppola Services, Inc.	\$198,000.00
Allied Construction Group, Inc.	\$198,335.00
CFM Construction Inc.	\$218,600.00

All of the four (4) bids submitted were below the Engineer's Estimate of \$300,000.00. The low bid, submitted by Cothery Construction was 37.6 % below the Engineer's Estimate and the second lowest bid, submitted by Coppola Services, Inc., was 34.0% below the Engineer's Estimate. In our opinion, the Town has received competitive and responsive bids for the project.

HMM has reviewed the bid submittal packages of the three (3) lowest bidders. We found the bid packages to be complete and responsive.

APPARENT LOW BIDDER

The apparent low bidder, Cothery Construction Co., Inc., has successfully completed wastewater projects designed by Hatch Mott MacDonald (HMM) and other consulting engineering firms. Our experience with Cothery Construction is that they have performed satisfactory work. Based on the above, HMM concludes that Cothery Construction is capable of performing and completing the work on this project.

We contacted Cothery Construction following the bid receipt to verify that they are comfortable with their bid following the results of the bid opening and were informed that they do wish to be awarded the project.

In summary, based upon the information which we were able to gather during the bid evaluation period, it appears that Cothery Construction has the resources and capability to complete a project of the size and scope of the Town of Newton Wastewater Treatment Plant Replacement of Mechanical Bar Screen.



Hatch Mott
MacDonald

SCOPE AND NEED FOR PROJECT

The project consists of replacing one mechanical bar screen at the plant Inlet Building. The existing screening equipment is over 20 years old, in poor condition, and in need of replacement. The screening equipment removes rags and other coarse materials which would otherwise clog downstream plant equipment, and is therefore is a very important part of the plant process train. The existing screenings compactor will remain in service.

The project also includes replacing the overhead rollup door at the Inlet Building, and the water piping to the screenings compactor. The bid includes an allowance item for miscellaneous concrete repair in the Screen Channel, if found to be needed during construction.

RECOMMENDATION

It is our understanding that the Town of Newton has sufficient funding in place to allow for proceeding with the Replacement of Mechanical Bar Screen. The Town has received competitive and responsive bids, and a favorable low bid from a Contractor who appears to possess the resources necessary for undertaking the necessary work. It is our recommendation that the Town award the Replacement of Mechanical Bar Screen to the apparent low bidder, Cothery Construction Co., Inc., for the total base bid amount of \$187,170.00 subject to the concurrence of the Town Attorney.

Very truly yours,

Hatch Mott MacDonald

John J. Scheri, PE, BCEE
Vice President

T +1973-912-2571 F +1973-376-1072

john.scheri@hatchmott.com

JJS:ab

cc: Jeff Rantzer, PE

Terri Oswin

From: Thomas S. Russo, Jr.
Sent: Friday, July 26, 2013 12:48 PM
To: Terri Oswin
Subject: Fwd: NPF PDF
Attachments: Proposed Newton Pride Stride & Halloween Hustle (5K).pdf

For 8/12

----- Forwarded message -----

From: **Andy Ball** <andyran2832@yahoo.com>
Date: Fri, Jul 26, 2013 at 12:38 PM
Subject: Re: NPF PDF
To: Dave Petry <dpetry@almetek.com>, "trusso@newtontownhall.com" <trusso@newtontownhall.com>
Cc: "andyran2832@yahoo.com" <andyran2832@yahoo.com>

Hello Tom:

The Newton Pride Foundation's, "Newton Pride Stride & Halloween hustle is being planned for Saturday, October 26th to begin and end at the new track. Our purpose is to celebrate, publicize and fundraise for the improvements of the track/turf facilities. The theme and incentives will be provided to have all participants wear a sports jersey as for Halloween as supported by Sheridan's Lodge. Teams and individuals may walk or run the event. The committee head members are listed below.

Once we get council approval on August 12, we will begin our sponsorship drive and brochure execution. The USATF NJ will provide 2 million policy, and course will get certified as well. I will submit paperwork to Nancy O'Halloran for County approvals thereafter with Engineered plans for the course.

We will have access to the gym if a rainy day. There will not be any make up, so rain or shine. Lots of snow would cxl it with no money back as usual. We understand that Newton Police would need to charge for the two locations that Lt. Osborne and I were discussing at the entry to 206 from the track area, and at the entrance of the school. If a town official can make themselves available at no charge, that would be appreciated.

Andy Ball
Main Street Marketing & Events
[973-222-8748](tel:973-222-8748)

From: Dave Petry <dpetry@almetek.com>
To: 'Andy Ball' <andyran2832@yahoo.com>
Cc: kathi Gallichio <kgallichio@hotmail.com>; slyons@firsthope.com
Sent: Friday, July 26, 2013 10:43 AM
Subject: FW: NPF PDF

Here is the indian head (Which you can also get off the newtonnj.org website)

Anything we can do to help, to keep costs down, please advise.

Thanks Andy.

Dave Petry

Cell [\(732\) 221-0238](tel:7322210238)

From: pmickiewicz@guerrillabrandsinc.com [mailto:pmickiewicz@guerrillabrandsinc.com]

Sent: Friday, July 26, 2013 10:20 AM

To: David Petry

Subject: NPF PDF

Pam Mickiewicz

Guerrilla Brands, Inc.

Fuegon Spirits LLC

[\(678\) 571-3984](tel:6785713984)

pmickiewicz@guerrillabrandsinc.com

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Thank you.

Kind regards,

Tom

Thomas S. Russo, Jr., MPA, CPM

Town Manager

Town of Newton

39 Trinity Street

Newton, NJ 07860

Phone: (973) 383-3521 x224

Fax: (973) 383-8961

Email: trusso@newtontownhall.com

