

**AGENDA**  
**NEWTON PARKING AUTHORITY**

**DECEMBER 5, 2013**  
**8:45 A.M.**

**I. ROLL CALL**

MR. EDWARDS	MR. MITCHELL	MR. DUDES	REV. LEONE	MS. OCHRYM
MR. RUSSO	MS. ROTH			

**II. OPEN PUBLIC MEETINGS ACT STATEMENT**

**III. APPROVAL OF MINUTES** - NOVEMBER 12, 2013 MEETING

**IV. FINANCIAL REPORTS** - OCTOBER 31, 2013 TREASURER'S REPORT

**V. OLD BUSINESS**

**VI. NEW BUSINESS**

- a. RESOLUTION I-2013 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BLD, LLC FOR LOT #3 - WESTERN PLAZA
- b. RESOLUTION J-2013 - APPOINTMENT OF TREASURER FOR THE NEWTON PARKING AUTHORITY
- c. RESOLUTION K-2013 - ADOPTION OF 2014 BUDGET
- d. AUTHORIZATION OF 2014 PARKING AUTHORITY/TOWN OF NEWTON AGREEMENT
- e. REVIEW AND APPROVAL OF MEETING SCHEDULE FOR 2014
- f. REVIEW OF PURCHASE LEDGER FOR PARKING PASSES – OCTOBER 2013

**VII. APPROVAL OF BILLS**

a. BOONTON TIRE	\$262.86
b. TOWN OF NEWTON CURRENT ACCOUNT	12,500.00
c. DIRECT ENERGY	457.73
d. JCP&L	730.40

**VIII. PUBLIC TO BE HEARD**

**IX. ADJOURNMENT**

**Newton Parking Authority  
November 12, 2013 Meeting - Minutes**

**Roll Call** – meeting called to order at 8:55 a.m. by Chairman Edwards.

**Present:** Mr. Dudes, Mr. Leone, Mr. Mitchell, Chairman Edwards  
**Excused:** Ms. Ochrym  
**Also Present:** Thomas S. Russo, Jr., Newton Town Manager/Secretary  
Linda Roth, Newton Tax Collector

**Open Public Meetings Act Statement** – read by Chairman Edwards.

**Approval of Minutes**

September 5, 2013 Meeting Minutes - Motion to Approve by Mr. Leone,  
Second by Mr. Dudes.  
Approved 4-0.

**Financial Reports**

August 31, 2013 and September 30, 2013 Treasurer's Reports.  
Motion to Approve by Mr. Leone, Second by Mr. Dudes.  
Approved 4-0.

**Old Business**

- a) RPM Development Group – Eastern Plaza Lot #5 – Mr. Russo indicated that the project was not funded for this year and RPM will try again next year.

**New Business**

- a) Resolution H-2013 – Approve 2014 Budget – Motion by Mr. Mitchell, Second by Mr. Dudes.  
Approved 4-0.

**2014 Authority Budget Resolution**

**Newton Parking Authority**

**FISCAL YEAR: FROM: JANUARY 1, 2014 TO: DECEMBER 31, 2014**

**WHEREAS**, the Annual Budget and Capital Budget for the Newton Parking Authority for the fiscal year beginning, January 1, 2014 and ending, December 31, 2014 has been presented before the governing body of the Newton Parking Authority at its open public meeting of November 12, 2013; and

**WHEREAS**, the Annual Budget as introduced reflects Total Revenues of \$ 84,250 , Total Appropriations, including any Accumulated Deficit if any, of \$ 87,300 and Total Unrestricted Net Assets utilized of \$3,050; and

**WHEREAS**, the Capital Budget as introduced reflects Total Capital Appropriations of \$8,000 and Total Unrestricted Net Assets planned to be utilized as funding thereof, of \$8,000; and

**WHEREAS**, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

**WHEREAS**, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

**NOW, THEREFORE BE IT RESOLVED**, by the governing body of the Newton Parking Authority, at an open public meeting held on November 12, 2013 that the Annual Budget, including appended Supplemental Schedules, and the Capital Budget/Program of the Newton Parking Authority for the fiscal year beginning, January 1, 2014 and ending, December 31, 2014 is hereby approved; and

**BE IT FURTHER RESOLVED**, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

**BE IT FURTHER RESOLVED**, that the governing body of the Newton Parking Authority will consider the Annual Budget and Capital Budget/Program for adoption on December 5, 2013.

- b) Request for Free Parking for Farmer's Market Vendors – Mr. Russo asked the Parking Authority to consider providing 15 free parking passes to be used by Farmer's Market vendors on Saturdays only from November – April. Motion by Mr. Mitchell, Second by Mr. Dudes. Approved 4-0. Ms. Roth will coordinate.
- c) Review of Purchase Ledger for Parking Passes – August and September 2013 – no discussion.

**Approval of Bills**

Motion to Approve all items as listed (a-e), by Mr. Leone, Second by Mr. Mitchell.  
Approved 4-0.

a. DIRECT ENERGY _____	\$527.07
b. JCP&L _____	698.01
c. DIRECT ENERGY _____	155.84
d. JCP&L _____	710.31
e. MONTAGUE TOOL & SUPPLY _____	87.84

**Public to be Heard**

None.

Mr. Leone inquired about the meter replacement status. Ms. Roth to work with Jeff Schiffner on same.

Chairman Edwards inquired about the McGuire Redevelopment. Mr. Russo advised the Council approved the designation for redevelopment and the Town Planner, Jessica Caldwell, is working on the Redevelopment Plan.

Next meeting will be on Thursday, December 5, 2013 at 8:45am.

Motion to Adjourn by Mr. Leone, Second by Mr. Dudes. Approved 4-0.

**ADJOURNED AT 9:15 a.m.**

Respectfully submitted,



/s/ THOMAS S. RUSSO, JR.

**NEWTON PARKING AUTHORITY SECRETARY**



**NEWTON PARKING AUTHORITY**

**RESOLUTION #I-2013**

**December 5, 2013**

**"Resolution Authorizing the Execution of an Agreement with BLD, LLC for the Western Plaza Lot"**

**WHEREAS**, the Authority owns a certain parking lot known as Lot #3 - Western Plaza shown on the Newton Tax Map as Block 8.03, Lot 4 formerly known as Block 716, Lot 16, and more particularly shown on Schedule A attached hereto; and

**WHEREAS**, BLD, LLC owns a certain parking lot as shown on the Newton Tax Map as Block 8.03 Lot 3 with frontage along Trinity Street, and measuring approximately 138-ft wide by 150-ft deep – which was formerly known as Block 716 Lot 23, and further shown on Schedule A attached hereto; and

**WHEREAS**, the Authority and BLD wish to continue to consolidate, Block 8.03 Lot 3 with Block 8.03, Lot 4 subject to the provisions of the attached Agreement for use as a single parking lot known as Lot #3 - Western Plaza to be administered by the Authority;

**NOW, THEREFORE BE IT RESOLVED**, that the Newton Parking Authority, hereby authorizes the Chairman and Secretary to execute said agreement with BLD, LLC for the lease of the property known as Lot #3 - Western Plaza for a period of one-year, commencing on January 1, 2014.

**CERTIFICATION**

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Parking Authority of the Town of Newton at a regular meeting of said Governing Body conducted on December 5, 2013.

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Thomas S. Russo, Jr., Town Manager  
Secretary to the Newton Parking Authority

## AGREEMENT

**THIS AGREEMENT** is made this 1st day of January, 2014 between **THE PARKING AUTHORITY OF THE TOWN OF NEWTON**, a corporate body of the State of New Jersey, 39 Trinity Street, Newton, New Jersey 07860, hereinafter referred to as the "Authority" and **BLD, L.L.C.**, c/o Daniel Lepore, 83 Spring Street, Newton, New Jersey 07860, hereinafter referred to as "BLD".

### **WITNESSETH:**

**WHEREAS**, the Authority owns a certain parking lot known as Lot #3 - Western Plaza shown on the Newton Tax Map as Block 8.03, Lot 4 formerly known as Block 716 Lot 16, and more particularly shown on Schedule A attached hereto, and

**WHEREAS**, BLD owns a certain parking lot as shown on the Newton Tax Map as the portion of Block 8.03 Lot 3 with frontage along Trinity Street, and measuring approximately 138-ft wide by 150-ft deep - which was formerly known as Block 716 Lot 23, and further shown on Schedule A attached hereto, and

**WHEREAS**, the Authority and BLD wish to consolidate, subject to the provisions of this Agreement, Block 8.03, Lot 3 described above with Block 8.03, Lot 4 for use as a single parking lot to be known as Lot #3 - Western Plaza to be administered by the Authority;

**NOW, THEREFORE**, in consideration of the promises and covenants herein contained and One Dollar (\$1.00) and other good and valuable considerations, the parties agree as follows:

1. BLD hereby leases to the Authority, Block 8.03 Lot 3 with frontage along Trinity Street, and measuring approximately 138-ft wide by 150-ft deep - which was formerly known as Block 716 Lot 23 to be consolidated, subject to the provisions of this Agreement, with Block 8.03, Lot 4 formerly known as Block 716, Lot 16 for use as a single parking lot to be known as Lot #3 - Western Plaza to be administered by the Authority and used for the benefit of mercantile businesses and offices for the purpose of furnishing short-term, off-street customer and client parking for motor vehicles only, with the Authority making such charges for parking as it determines within its discretion and with the Authority receiving all proceeds from such charges.

2. The term of this Agreement shall be for a period of one (1) year beginning January 1, 2014 and ending December 31, 2014. This Lease shall renew for one additional one (1) year term upon the same terms and conditions unless either party serves written notice of termination by Certified Mail, Return Receipt Requested, to the other party at the addresses set forth above prior to October 1, 2014.

3. The Authority shall provide BLD, at no charge, annually, twenty (20) parking passes to any lot.

4. The Authority shall be solely responsible for all costs and expenses for the maintenance including, but not limited to real estate taxes, snow plowing and sanding, paving, patching, striping, and shall keep the premises free from all litter and debris at all times and for all operating expenses and responsibilities of the Lot #3 - Western Plaza parking lot. The Authority agrees to assume all expenses of insurance and shall name BLD as an additional insured on its liability policy, which shall be in an aggregate amount of not less than \$5,000,000.00. The Authority agrees to defend, indemnify and save harmless BLD from any and all actions, costs or expense including, but not limited to legal fees that may result from its maintenance and operation of the aforesaid Lot #3 - Western Plaza parking lot, except for any expense caused by the actions including the negligence of BLD or its employees, agents, invitees or assigns. The Authority and BLD each further agrees that in its use of the Lot #3 - Western Plaza, it or its assignees or agents shall not cause any nuisance on the above described premises or any part thereof.

5. During the term of this Agreement, the Authority shall patrol the Lot #3 - Western Plaza and enforce all applicable laws and ordinances that apply thereto or may apply thereto in the future through the Newton Police Department.

6. Notwithstanding any other provisions to the contrary, it is expressly understood and agreed that the configuration of the parking lot shall not be altered or amended without the written consent of BLD which shall not be unreasonably withheld.

7. Notwithstanding any other provision set forth herein, it is expressly understood and agreed that BLD shall have the right to use for its tenants and invitees in its building, which is commonly known as 93 Spring Street, Newton, New Jersey, the parking lot for ingress and egress, on and over the area consolidated hereunder, commonly known as the Lot #3 - Western Plaza, and it is further understood and agreed that BLD shall have rights, subject to ordinances, to install additional means of ingress and egress into its building and specifically reserves the right to reactivate the drive-up banking window that was previously in operation at the rear of the former Shelby's Department Store, including the right to have banking customers utilize such portions of the parking lot that are necessary to access the drive-in banking facility provided such use does not result in the loss of any parking spaces.

8. No provision of this Agreement shall be waived or altered except by written endorsement hereon or attached hereto, signed by both parties.

9. This Agreement shall bind and inure not only to the benefit of the parties hereto, but to their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

PARKING AUTHORITY OF  
THE TOWN OF NEWTON

\_\_\_\_\_  
Thomas S. Russo, Jr., Secy.

By: \_\_\_\_\_  
Kenneth Edwards, Chairman

ATTEST:

BLD, L.L.C.

\_\_\_\_\_

By: \_\_\_\_\_  
Daniel Lepore, Member

# THE NEWTON PARKING AUTHORITY

## RESOLUTION #J-2013

December 5, 2013

**"Appointment of Treasurer for the Newton  
Parking Authority"**

**WHEREAS**, N.J.S.A. 40:11A-23(3) requires the Parking Authority to appoint a treasurer;

**NOW, THEREFORE BE IT RESOLVED**, that Dawn Babcock, C.F.O. for the Town of Newton be named as Treasurer for the Newton Parking Authority for calendar year 2014; and

**BE IT FURTHER RESOLVED**, in the interest of paying vendors in a timely manner for goods and services rendered to the Authority, that the Treasurer be permitted to pay certain bills, once they have been reviewed and approved for payment by the Authority's Secretary and prior to authorization of the Newton Parking Authority.

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Parking Authority of the Town of Newton at a regular meeting of said Governing Body conducted on December 5, 2013.

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Thomas S. Russo, Jr., Town Manager  
Secretary to the Newton Parking Authority

# 2014 ADOPTED BUDGET RESOLUTION

## NEWTON PARKING

### AUTHORITY

**FISCAL YEAR: FROM: JANUARY 1, 2014 TO: DECEMBER 31, 2014**

WHEREAS, the Annual Budget and Capital Budget/Program for the Newton Parking Authority for the fiscal year beginning January 1, 2014 and ending, December 31, 2014 has been presented for adoption before the governing body of the Newton Parking Authority at its open public meeting of December 5, 2013; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$ 84,250, Total Appropriations, including any Accumulated Deficit, if any, of \$87,300 and Total Unrestricted Net Assets utilized of \$3,050; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$8,000 and Total Unrestricted Net Assets planned to be utilized of \$8,000; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Newton Parking Authority, at an open public meeting held on December 5, 2013 that the Annual Budget and Capital Budget/Program of the Newton Parking Authority for the fiscal year beginning, January 1, 2014 and, ending, December 31, 2014 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

\_\_\_\_\_  
(Secretary's Signature)

\_\_\_\_\_  
(Date)

Governing Body	Recorded Vote			
Member:	Aye	Nay	Abstain	Absent

Kenneth Edwards  
 Keith Mitchell  
 Edward Dudes  
 M. Christine Ochrym  
 Pastor Frank Leone

## AGREEMENT

THIS AGREEMENT is made this 1<sup>st</sup> day of January, 2014, between the TOWN OF NEWTON, a public body corporate of the State of New Jersey (hereinafter called the "Town"), having its office at 39 Trinity Street in the Town of Newton, County of Sussex, and State of New Jersey; and the PARKING AUTHORITY OF THE TOWN OF NEWTON, a public body corporate of the State of New Jersey (hereinafter called the "Authority"), having its office at 39 Trinity Street in the Town of Newton, County of Sussex, and State of New Jersey.

WHEREAS, the Authority has been in existence since August 10, 1953 and has the management and control of various parking lots within the Town of Newton under its jurisdiction, in and upon which the Authority has caused to be made certain substantial improvements; and

WHEREAS, the Authority wishes to receive the income presently received by the Town from, or with respect to, the parking of motor vehicles in the streets or otherwise; including funds collected in parking meters located in and along streets or otherwise; and

WHEREAS, the Town presently performs certain administrative, maintenance, and police services on behalf of the Authority in the operation and management of its offices and functions;

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and the mutual obligations herein, do hereby covenant and agree with the other as follows:

- 1) Commencing January 1, 2014 the Town pledges to the Authority and covenants and agrees with the Authority to pay to the Authority, all of any funds thereafter received by the Town for or with respect to the parking or storage of motor vehicles in the streets or otherwise; including funds collected from parking meters located in and along streets or otherwise.
- 2) The Town shall perform all administrative, maintenance and police services required to be performed by the Authority, for the Authority; including, but not limited to, bookkeeping, secretarial work, investment counseling, snow removal, cleaning, striping, and enforcement of Ordinances, rules and regulations related to the operation of the parking lots owned and operated by the Authority; and employment of one full-time and one part-time individual for Spring Street foot patrol and meter enforcement duties.

3) The Authority shall pay to the Town the sum of forty five-thousand dollars (\$45,000.00) per year for rendering of said services. Said forty five-thousand dollars (\$45,000.00) shall be due and payable quarterly as follows:

Eleven thousand, two-hundred and fifty dollars (\$11,250.00) commencing on the first day of March, 2014; and a like sum on the first day of June, 2014; the first day of September, 2014; and the first day of December, 2014. This Agreement may be terminated by either party upon ninety (90) days written notice to the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, and their respective seals to be hereunto affixed and attested to on the day and year first above written.

**TOWN OF NEWTON**

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Joseph A. Ricciardo  
Newton Mayor

ATTEST:

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Lorraine A. Read, RMC  
Municipal Clerk

**PARKING AUTHORITY OF  
THE TOWN OF NEWTON**

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Kenneth Edwards  
Chairman

ATTEST:

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Thomas S. Russo, Jr.  
Parking Authority Secy.





# Check Register - (620001) CASH - PARKING AUTH-LAKELAND #594

DATE	CHECK #	PAID TO	AMOUNT	VOID AMOUNT	VOID DATE	REASON
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11/15/2013	22786	1132 BOONTON TIRE SUPPLY INC.	262.66			
11/15/2013	22787	286 CURRENT ACCOUNT	12,500.00			
11/15/2013	22788	2872 DIRECT ENERGY BUSINESS INC.	457.73			
11/15/2013	22789	113 JCP&L	730.40			
			-----			
			13,950.99			
			=====			
			13,950.99			

**NEWTON PARKING AUTHORITY**

1st Thursday each month as listed\*\*

Municipal Building

39 Trinity Street

8:45am

February 6

April 3

June 5

September 4

November 6

December 4

*\*\*No meetings in January, March, May, July, August, and October*