



**AGENDA
NEWTON TOWN COUNCIL**

APRIL 28, 2014

7:00 P.M.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

- APRIL 14, 2014 REGULAR 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

VII. ORDINANCES

a. 2ND READING & PUBLIC HEARING

ORDINANCE 2014-7

BOND ORDINANCE AMENDING BOND ORDINANCE NUMBERED 2008-6 OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY FINALLY ADOPTED NOVEMBER 10, 2008 IN ORDER TO INCREASE THE COSTS FOR ITEMS OF EXPENSE LISTED IN AND PERMITTED UNDER N.J.S.A. 40A:2-20

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

b. INTRODUCTION

ORDINANCE 2014-9

AN ORDINANCE AMENDING CHAPTER 204 ENTITLED "LAND SUBDIVISION AND SITE PLAN REVIEW: AND CHAPTER 320 ENTITLED "ZONING: FORM-BASED CODE" OF THE CODE OF THE TOWN OF NEWTON TO REVISE AND ESTABLISH CERTAIN DEFINITIONS

ORDINANCE 2014-10

AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF NEWTON BY REVISING SECTION 166-20 REGARDING EXPIRATION OF PLANNING BOARD APPROVALS

VIII. OLD BUSINESS

**TOWN OF NEWTON
ORDINANCE 2014-7**

BOND ORDINANCE AMENDING BOND ORDINANCE NUMBERED 2008-26 OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY FINALLY ADOPTED NOVEMBER 10, 2008 IN ORDER TO INCREASE THE COSTS FOR ITEMS OF EXPENSE LISTED IN AND PERMITTED UNDER N.J.S.A. 40A:2-20

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section One. Section 6(d) of bond ordinance numbered 2008-26 of the Town of Newton, in the County of Sussex, New Jersey (the “Town”) finally adopted November 10, 2008 is hereby amended to read as follows:

(d) An aggregate amount not exceeding \$160,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section Two. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

TAKE NOTICE that the above entitled Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton held on April 14, 2014. It was adopted, after public hearing and final reading thereon, at a regular meeting of said Governing Body conducted on April 28, 2014, and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE #2014-9

AN ORDINANCE AMENDING CHAPTER 240 ENTITLED “LAND SUBDIVISION AND SITE PLAN REVIEW” AND CHAPTER 320 ENTITLED “ZONING: FORM-BASED CODE” OF THE CODE OF THE TOWN OF NEWTON TO REVISE AND ESTABLISH CERTAIN DEFINITIONS

WHEREAS, the Town of Newton has determined that Chapter 240, entitled “Land Subdivision and Site Plan Review” and Chapter 320, entitled “Zoning: Form-Based Code” of the Code of the Town of Newton requires deletions, revisions and/or addition to their definition sections;

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

Section 1. §240-2 of the “Land Subdivision and Site Plan Review” Chapter of the Code of the Town of Newton, entitled “Definitions”, shall be and is hereby amended.

The definition of “minor subdivision” shall be deleted in its entirety and a new definition shall read as follows:

Minor Subdivision. The division of a tract of land meeting one or more of the following conditions:

- (1) The division of a parcel of land for the purpose of enlarging an adjoining parcel wherein future use or development of the remaining parcel is not adversely affected and no more than two lots plus a remainder (three lots total) are created.
- (2) The division of a tract of land into a maximum of two lots plus the remainder (three lots total) of the tract being subdivided wherein all such lots or parcels meet all of the following requirements:
 - (a) No new streets or roads shall be proposed.
 - (b) The creation of the lots shall not produce an off-tract drainage problem or result in the necessity for off-tract drainage improvements or any other type of off-tract improvement.
 - (c) The creation of the lots will not adversely affect the uniform and comprehensive development of any remaining parcel or adjoining land in terms of:
 - [1] Suitable future road access and desirable future road and lot patterns.
 - [2] Future water and sanitary sewer utility installation and storm drainage improvements.

Section 2. §240-3.H(2) of the Land Subdivision and Site Plan Review Chapter of the Code of the Town of Newton, shall be and is hereby amended to read as follows:

- (2) Minor site plan classification criteria. An application may be designated as a minor site plan if the following conditions are met:
 - (a) The proposed site improvements do not exceed, cumulatively over a five year period, a total of 5,000 square feet.
 - (b) The proposed building footprint is not increased, cumulatively over a five year period, by more than 2,000 square feet.
 - (c) No hazardous or toxic materials are involved in business operation.

Section 3. §320-3 of the “Zoning: Form-Based Code” Chapter of the Code of the Town of Newton, shall be and is hereby amended as follows:

- A. The definition of “Driveway” shall be deleted in its entirety and a new definition shall read as follows:

DRIVEWAY - Any lane, way, field entrance or privately owned roadway providing direct access from a street or highway to a building or structure, which consists of a paved, rock or gravel base.

- B. The definition of “Private Frontage” shall be deleted in its entirety and a new definition shall read as follows:

PRIVATE FRONTAGE - Frontage within a lot that is not public frontage.

- C. The definition of “Public Frontage” shall be deleted in its entirety and a new definition shall read as follows:

PUBLIC FRONTAGE - Frontage along a public right-of-way.

- D. The definition of “Public Frontage Type” shall be deleted in its entirety.

- E. The definition of “Rear Yard Setback” shall be deleted in its entirety and a new definition shall read as follows:

REAR YARD SETBACK - The required open space extending along the rear line of a lot from side yard to side yard of a building, exclusive of overhanging eaves, gutters, cornices, steps, bay windows, balconies and balconettes. A rear yard setback is not applicable to a yard that fronts on a public street.

- F. The definition of “Side Yard Setback” shall be deleted in its entirety and a new definition shall read as follows:

SIDE YARD SETBACK - The required open space extending along the side line of a lot from the front yard to the rear yard of a building, exclusive of

overhanging eaves, gutters, cornices, steps, bay windows, balconies and balconettes. A side yard setback is not applicable to a yard that fronts on a public street.

- G. The definition of “Front Yard Setback” shall be deleted in its entirety and a new definition shall read as follows:

FRONT YARD SETBACK - The required open space located between the façade of a building and the street line exclusive of overhanging eaves, gutters, cornices, steps, bay windows, balconies and balconettes.

- H. A new definition “Street Line” shall be added to read as follows:

STREET LINE - The lines that form the boundary of a right of way or in cases where the right-of-way has not been dedicated, the edge of pavement of a public or private road.

- I. A new definition “Yard” shall be added to read as follows:

YARD - An open space between a building and the adjoining street line, side and/or rear lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard, or the rear yard, the minimum horizontal distance between the lot line or street line (whichever is less) and any buildings shall be used.

Section 4. §320-23.E.(2), of the “Zoning: Form-Based Code” Chapter of the Code of the Town of Newton, shall be revised to read as follows:

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

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. 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 Sussex County Planning Board and to all others entitled pursuant to the provisions of N.J.S.A. 40:55D-15. The Town Clerk is further directed to refer this Ordinance to the Town Land Use Board, pursuant to N.J.S.A. 40:55D-64. Upon the adoption of this ordinance, after public hearing, the Town 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 8. Effective Date. This Ordinance will take effect after publication and passage according to law.

NOTICE

TAKE NOTICE that the above entitled Ordinance was introduced at a regular meeting of the Mayor and Town Council of the Town of Newton, County of Sussex, New Jersey, held on April 28, 2014, and will be considered for final passage after public hearing at a regular meeting of the Mayor and Town Council to be held on May 28, 2014, at 7:00 p.m. in the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey. During the preceding week, copies of the ordinance will be made available at the Clerk's office in the Municipal Building to members of the general public.

Lorraine A. Read, RMC
Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2014-10

AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF NEWTON BY REVISING SECTION 166-20 REGARDING EXPIRATION OF PLANNING BOARD APPROVALS

WHEREAS, the Mayor and Town Council of the Town of Newton find that Section 166-20 of the Newton Town Code requires revisions to set forth specified expiration time periods.

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

Section 1. Section 166-20 shall be and is hereby revised to read as follows:

166-20 Expiration of Planning Board Approvals.

a. Any variance granted by the Planning Board permitting the erection or alteration of any structure or structures, or permitting a specified use of any property shall expire one (1) year from the adoption of the resolution memorializing the Board's decision unless:

1. Construction has commenced on each unit to which the variance applies and is presently proceeding or completed, or unless such permitted use has actually commenced within one (1) year; or

2. An appeal has been filed from a Board action to a Court of competent jurisdiction, in which case the one (1) year expiration period shall resume running upon the signing of a Court Order concluding the appeal.

b. Any preliminary major site plan, major subdivision or minor subdivision approval granted by the Planning Board shall expire three (3) years from the date of the adoption of the Resolution memorializing the Board's approval unless:

1. The application receives an extension pursuant to the MLUL; or

2. An appeal has been filed from a Board action to a Court of competent jurisdiction, in which case the three (3) year time period shall resume running upon the signing of a Court Order concluding the appeal.

c. Any minor site plan, final major subdivision or final major site plan approval granted by the Land Use Board shall expire within two (2) years from the date of the adoption of the resolution memorializing the Board's approval unless:

1. The application received an extension pursuant to the MLUL; or

2. An appeal has been filed from a Board action to a Court of competent jurisdiction, in which case the two (2) year time period shall resume running upon the signing of a Court Order concluding the appeal.

Section 2. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason by any Court of competent jurisdiction, such provision(s) shall be deemed severable and the remaining portions of this Ordinance shall remain in full force and effect.

Section 3. All ordinances or parts of ordinances or resolutions that are inconsistent with the provisions of this Ordinance are repealed to the extent of such inconsistency.

Section 4. 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. The Town Clerk is further directed to refer this Ordinance to the Newton Planning, pursuant to N.J.S.A. 40:55D-64. Upon the adoption of this ordinance, after public hearing, the Town 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 5. This Ordinance shall take effect after publication and passage according to law.

NOTICE

TAKE NOTICE that the above entitled Ordinance was introduced at a regular meeting of the Mayor and Town Council of the Town of Newton, County of Sussex, New Jersey, held on April 28, 2014, and will be considered for final passage after public hearing at a regular meeting of the Mayor and Town Council to be held on May 28, 2014, at 7:00 p.m. in the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey. During the preceding week, copies of the ordinance will be made available at the Clerk's office in the Municipal Building to members of the general public.

Lorraine A. Read, R.M.C.
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #75-2014

April 28, 2014

"Resolution Support the Continued Tax-Exemption for Municipal Bonds"

WHEREAS, the individual States comprising the United States of America, and their political subdivisions (collectively, "State Governments") undertake essential capital improvements for the benefit of their citizens (including, but not limited to, roads, bridges, airports, schools, hospitals, low cost housing and wastewater systems) ("Capital Improvements"), and finance the costs thereof through the issuance of bonds, notes and other evidences of indebtedness ("Municipal Bonds"); and

WHEREAS, the interest paid on Municipal Bonds has been exempt from federal taxation since the inception of the federal income tax in 1913 (the "Exemption"), thereby providing a mechanism for State Governments to raise private funds in support of much needed Capital Improvements; and

WHEREAS, the Exemption not only enables State Governments to build, and maintain, our nation's infrastructure at an interest cost savings averaging 25-30% less than obligations subject to federal income taxation, but also results in the creation of jobs as more Capital Improvements are undertaken; and

WHEREAS, in 2010, The National Commission on Federal Responsibility and Reform (the "Simpson Bowles Commission") recommended that the interest paid on newly issued Municipal Bonds be subject to federal income taxation; and

WHEREAS, President Barack Obama has proposed an aggregate tax-benefit cap of 28% for numerous federal tax deductions (including the Exemption), and to apply such cap to all Municipal Bonds, including those issued prior to this proposed change in federal income tax law; and

WHEREAS, proposals to eliminate or curtail the Exemption rely principally on the theory that the Exemption benefits upper-income taxpayers, although repealing or restricting the Exemption will increase borrowing costs for State Governments because investors will demand a higher interest rate to compensate them for the added taxes that they will now owe; and

WHEREAS, these increased borrowing costs will result in less investment in our nation's deteriorating infrastructure, and will be passed on to all taxpayers, ratepayers and other users of bond-financed infrastructure;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that maintenance of the tax-exempt status of Municipal Bonds under federal law is essential to allow State Governments to finance necessary Capital Improvements that benefit all of the citizens of the United States at the lowest interest costs possible; and

BE IT FURTHER RESOLVED, that the Town of Newton opposes any and all changes in the federal tax law that would eliminate or curtail the present exemption from federal income taxation interest paid on Municipal Bonds issued, and to be issued, by State Governments; and

BE IT FURTHER RESOLVED, that copies of the this resolution shall be made available to Hon, Cory Booker, U.S. Senator, Hon. Robert Menendez, U.S. Senator, Hon. E. Scott Garrett, U.S. Representative, Hon. Barak Obama, President of the United States and the Sussex County League of Municipalities.

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, April 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #76-2014

April 28, 2014

“Resolution Authorizing Disposal of Surplus Property”

WHEREAS, the Town of Newton is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Town Council is desirous of selling said surplus property in an “as is” condition without express or implied warranties;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, as follows:

- 1) The sale of surplus property shall be conducted through GovDeals pursuant to NJ State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals are available online at govdeals.com and also available in the Clerk's Office of the Town of Newton.
- 2) The sale will be conducted online and the address of the auction site is govdeals.com.
- 3) The sale is being conducted pursuant to Local Finance Notice 2008-9.
- 4) A list of the surplus property to be sold is as follows:
 1. 2003 Ford Dodge Durango 4x4 Sport
Vin#: 104HS38N43F569498
Odometer Reading: 101,012 MILES
Condition: Fair/Poor
- 5) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- 6) The Town of Newton reserves the right to accept or reject any bids submitted.

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, April 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #77-2014

April 28, 2014

"Award Bid for Proposed Improvements to Morris Lake Dam – Phase I"

WHEREAS, the Town of Newton publicly accepted and opened bids for Proposed Improvements to Morris Lake Dam – Phase I on Tuesday, April 22, 2014 at 11:00 a.m. as follows:

<u>Name and Address of Bidder</u>	<u>Base Bid</u>	<u>Alternate A</u>	<u>Alternate B</u>
WaterWare Corporation PO Box 3609 Philadelphia, PA 19125	\$57,920.00	\$6,240.00	(\$960.00)
Atlantic Subsea, Inc. PO Box 714 Bridgeport, NJ 08014	\$64,000.00	\$1,900.00	(\$1,900.00)
TNJ Marine, Inc. PO Box 10 Atlantic Highlands, NJ 07716	\$78,230.00	\$650.00	(\$400.00)
Ferraro Construction Corp. 5 Park Drive Franklin, NJ 07416	\$124,800.00	\$215.00	(\$1.00)

WHEREAS, based on review of the bid documents, the Town's Water Engineer David Simmons of Harold E. Pellow and Associates, Inc., recommends the award of the Proposed Improvements to Morris Lake Dam – Phase I to WaterWare Corporation in the amount of \$64,160.00 for the base bid and Alternate A and Alternate B if needed, which is a credit for each foot of excavation less than the base bid of six feet; 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 contract for Proposed Improvements to Morris Lake Dam – Phase I be awarded to WaterWare Corporation of Philadelphia, PA in the amount of \$64,160.00.

BE IT FURTHER RESOLVED, that a copy of this resolution and the proposed Contract be forwarded WaterWare Corporation 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, April 28, 2014.

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 #: 77 -2014

APPROVING: WATER WARE CORP.

**FOR THE PURPOSE OF: IMPROVEMENTS TO MORRIS LAKE DAM AT
GLEN LAKE**

IN THE AMOUNT OF: \$64,160.00

**APPROPRIATED BY: 2013 WATER SEWER UTILITY FUND -
CAPITAL IMPROVEMENT FUND - LOWER GLEN LAKE #6089323A**

DATED THIS 28TH DAY OF APRIL, 2014

BY

**DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER**



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CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

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THOMAS G. KNUTELSKY
NJ - P.E.

April 22, 2014

FAX: (973) 383-8961

MEMORANDUM TO: Mr. Thomas S. Russo, Jr., Newton Town Manager

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

SUBJECT: **RECOMMENDATION OF AWARD**
Proposed Improvements to Morris Lake Dam – Phase I
HPA No. 13-051

Dear Mr. Russo:

I have reviewed the four (4) bids received on April 22, 2014 at 11:00 AM for the above referenced project and recommend the contract be awarded to Waterware Corporation, 2502 Edgemont Street, P.O. Box 3609, Philadelphia, Pennsylvania 19125, whose low bid was **\$64,160.00**, broken down as follows:

BASE BID:	\$57,920.00
ALTERNATE BID "A":	\$ 6,240.00
TOTAL BID AMOUNT:	\$64,160.00

I also recommend that Alternate Bid "B" be awarded, which will result in a credit of \$960.00 for each foot of excavation less than the Base bid of 6 feet.

Enclosed herewith please find the *Summary of Bids*.

Very truly yours,

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

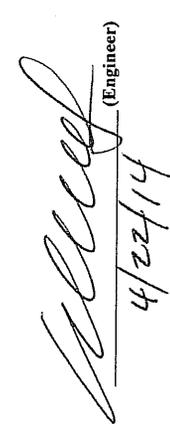
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Enclosure

cc: Debra Millikin, Newton Deputy Town Manager *Via Fax (973) 383-8961*

SUMMARY OF BIDS

Project:		Proposed Improvements to Morris Lake Dam - Phase I											
Municipality:		Town of Newton											
County:		Sussex											
Item #	Description	Quantity	Unit	ENGINEER'S ESTIMATE		Waterware Corporation		Atlantic Subsea, Inc.		TNJ Marine, Inc.		Ferraro Construction Corp.	
				Unit Price	Amount	City	State/Zip	Amount	City	State/Zip	Amount	City	State/Zip
1	Underwater Gatehouse Inspection & As-Built Measurements	100%	L.S.	\$7,500.00	\$7,500.00	\$5,535.00	\$5,535.00	\$7,000.00	\$7,000.00	\$8,450.00	\$8,450.00	\$12,800.00	\$12,800.00
2	Underwater Watermain Location & Excavation	100%	L.S.	\$30,000.00	\$30,000.00	\$18,060.00	\$18,060.00	\$38,000.00	\$38,000.00	\$30,980.00	\$30,980.00	\$42,000.00	\$42,000.00
3	Underwater Watermain Measurements & Removal	100%	L.S.	\$10,000.00	\$10,000.00	\$16,615.00	\$16,615.00	\$10,000.00	\$10,000.00	\$27,650.00	\$27,650.00	\$49,800.00	\$49,800.00
4	Pipe Plug with Air Fill Kit	2	Unit	\$5,000.00	\$10,000.00	\$5,280.00	\$10,560.00	\$3,500.00	\$7,000.00	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00
5	2" HDPE Pipe	100%	L.S.	\$2,000.00	\$2,000.00	\$7,150.00	\$7,150.00	\$2,000.00	\$2,000.00	\$8,150.00	\$8,150.00	\$15,800.00	\$15,800.00
Total Estimated Cost of Construction (Base Bid):				\$59,500.00	\$59,500.00	\$57,920.00	\$57,920.00	\$64,000.00	\$64,000.00	\$78,230.00	\$78,230.00	\$124,800.00	\$124,800.00
ALTERNATE BID "A"													
1A	Additional Depth - Underwater Watermain Excavation	1	L.F.	\$8,000.00	\$8,000.00	\$6,240.00	\$6,240.00	\$1,900.00	\$1,900.00	\$650.00	\$650.00	\$215.00	\$215.00
Total Estimated Cost of Construction (Alternate Bid "A"):				\$8,000.00	\$8,000.00	\$6,240.00	\$6,240.00	\$1,900.00	\$1,900.00	\$650.00	\$650.00	\$215.00	\$215.00
ALTERNATE BID "B"													
1B	Reduction in Depth - Underwater Watermain Excavation	1	L.F.	(\$8,000.00)	(\$8,000.00)	(\$960.00)	(\$960.00)	(\$1,900.00)	(\$1,900.00)	(\$400.00)	(\$400.00)	(\$1.00)	(\$1.00)
Total Estimated Cost of Construction (Alternate Bid "B"):				(\$8,000.00)	(\$8,000.00)	(\$960.00)	(\$960.00)	(\$1,900.00)	(\$1,900.00)	(\$400.00)	(\$400.00)	(\$1.00)	(\$1.00)
TOTAL ESTIMATED COST OF CONSTRUCTION (Base Bid + Alternate Bid "A"):				\$67,500.00	\$67,500.00	\$64,160.00	\$64,160.00	\$65,900.00	\$65,900.00	\$78,880.00	\$78,880.00	\$125,015.00	\$125,015.00


 4/22/14
 (Engineer)



TOWN OF NEWTON

RESOLUTION #78-2014

April 28, 2014

“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 2013 and 2014 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, April 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #79-2014

April 28, 2014

**“Resolution Recognizing May 4-10, 2014 as
Municipal Clerks’ Week ”**

WHEREAS, a Municipal Clerk is a professional who provides continuity in government from administration to administration, seeing to it that the business of local government continues uninterrupted while providing experienced and dedicated public service to the governing body, colleagues and residents; and

WHEREAS, one of the oldest positions of public servants in local government, the Municipal Clerk’s Office was established when the early colonists came to America and began setting up forms of local government; and

WHEREAS, the functions of a Municipal Clerk necessitate a thorough knowledge of law procedure, administration and interpersonal relations; and

WHEREAS, a Municipal Clerk has core duties prescribed by State Statute, including but not limited to:

1. Acting as Secretary to the Municipal Corporation;
2. Acting as Secretary to the Governing Body;
3. Serving as Chief Administrative Officer in all elections;
4. Serving as Chief Registrar of voters in their municipality;
5. Serving as the Administrative Officer responsible for accepting and issuing various licenses and permits;
6. Serving as Coordinator of Records Manager;
7. Performing other such duties as are imposed by statute, regulation of municipal ordinance or resolution; and

WHEREAS, in recognition of Municipal Clerks’ Week, May 4-10, 2014, the Town Council of the Town of Newton wishes to recognize its Municipal Clerk and her staff for their outstanding services with which they provide to our community;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that while recognizing the importance of its role and functions of the Municipal Clerks’ Office and the impact it has on the public, that it salutes its Municipal Clerk, Lorraine A. Read; Deputy Municipal Clerk, Teresa A. Oswin, and staff members Janien Roberts and Jennifer Fratangelo, for their dedication and commitment to the Town of Newton’s local government; and

BE IT FURTHER RESOLVED, that the Town Council of the Town of Newton recognizes all of New Jersey’s Municipal Clerks and their staff members for their service to the respective local governments and calls upon other communities to join them in recognizing their Municipal Clerks and staff members during Municipal Clerks’ Week, May 4-10, 2014.

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, April 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #80-2014

April 28, 2014

“Authorize the Execution of a Developer’s Agreement Dated April 29, 2014 in Connection with the Development of Property Known as Block 22.05, Lot 13, Newton, NJ (Grande Villagio)”

WHEREAS, Martorana Enterprises, LLC (“Martorana”) received approval to construct 54 townhomes, 6 low and moderate income apartments and associated improvements on property formally known as Block 22.05, Lot 13, located at 104 Sparta Avenue, Newton, New Jersey; and

WHEREAS, Martorana is required to enter into a Developer’s Agreement with the Town of Newton setting forth the rights, duties and obligations of the parties in connection with the Development; and

WHEREAS, on February 10, 2014, the Town Council adopted Resolution #24-2014 authorizing the execution of a Developer’s Agreement dated February 11, 2014; and

WHEREAS, on April 14, 2014, the Town Council adopted Resolution #63-2014 adopting the recommendations of the Utility Advisory Board in Allocating Water and Sewer Gallonage for Martorana Enterprises for Grande Villagio; and

WHEREAS, as a result of the recommendations of the Utility Advisory Board, paragraph 12 of the February 11, 2014 Developer’s Agreement had to be revised; and

WHEREAS, paragraph 20 of the February 11, 2014 Developer’s Agreement has also been revised so the timing of the construction of the development is consistent with the resolutions of approval adopted by the Planning Board; and

WHEREAS, there has been prepared a revised Developer’s Agreement by and between Martorana and the Town of Newton dated April 29, 2014; and

WHEREAS, the Town desires to authorize the execution of the Developer’s Agreement subsequent to its execution by Martorana.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Newton, County of Sussex, State of New Jersey, they being the Governing Body thereof as follows:

1. All the terms and conditions of a certain Developer’s Agreement dated April 29, 2014 by and between the Town of Newton and Martorana Enterprises, LLC are hereby approved, ratified and confirmed by the Town of Newton. The February 11, 2014 Developer’s Agreement, which was previously authorized by the Town Council is now superseded by the April 29, 2014 Developer’s Agreement, which is authorized herein.

2. The Mayor and Clerk are hereby authorized to execute said Developer's Agreement subsequent to the execution by the Developer and together with other appropriate officers and employees of the Town are hereby authorized to take all steps necessary to effectuate the purposes of this Resolution.

3. The Town hereby authorizes and approves any non-substantive modifications to the Developer's Agreement as may be recommended and approved by the Town Manager and Town Attorney prior to execution.

4. This Resolution shall take effect immediately

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, April 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #81-2014

April 28, 2014

“RESOLUTION OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY AUTHORIZING AN ESCROW AGREEMENT WITH JADE LAND CO., LLC”

WHEREAS, Jade Land Co., LLC (the “**Entity**”) is the contract purchaser of certain real property located at Hicks Avenue, Newton, New Jersey (the “**Property**”); and

WHEREAS, the Property has been designated by the municipality as an area in need of redevelopment pursuant to Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”), and a redevelopment plan has been adopted for the Property; and

WHEREAS, the Entity and the Town desire to explore the potential for the redevelopment of the Property, and the Entity recognizes the Town will incur costs and expenses in connection therewith, and is willing to defray those costs, with no assurance of a particular result from the Town; and

WHEREAS, the Entity has agreed to deposit funds with the Town to be administered in accordance with the terms of the form of escrow agreement set forth at Exhibit A hereto,

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

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Town hereby authorizes the execution of the Agreement in substantially the form attached hereto as Exhibit A and by this reference incorporated herein. The Mayor is hereby authorized to execute the Agreement in substantially the form attached hereto.

Section 3. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 4. A copy of this resolution shall be available for public inspection at the offices of the Town Clerk.

Section 5. This Resolution shall take effect immediately.

EXHIBIT A

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made as of the ____ day of April, 2014 by and between **JADE LAND CO., LLC**, a limited liability company formed under the laws of the State of New Jersey (the "**Entity**"), with an address at 16 Wolfe Run Court, Long Valley, New Jersey 07853 and **THE TOWN OF NEWTON**, a municipal corporation of the State of New Jersey (the "**Town**" and together with the Entity, the "**Parties**"), with an address at 39 Trinity Street, Newton, New Jersey 07860.

WITNESSETH:

WHEREAS, the Entity is the contract purchaser of certain real property located at Hicks Avenue, Newton, New Jersey (the "**Property**"); and

WHEREAS, the Property has been designated by the municipality as an area in need of redevelopment pursuant to Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), and a redevelopment plan has been adopted for the Property; and

WHEREAS, the Parties desire to explore the potential for the redevelopment of the Property, and the Entity recognizes the Town will incur costs and expenses in connection therewith, and is willing to defray those costs, with no assurance of a particular result from the Town; and

WHEREAS, the Entity has agreed to deposit with the Town the amount of **SIXTEEN THOUSAND and 00/100 (\$16,000.00) DOLLARS** (the "**Escrow Deposit**"), to be deposited in an escrow account and disbursed in accordance with the provisions of this Agreement to defray certain costs and expenses incurred by or on behalf of the Town arising out of or in connection with, among other things, consideration of the Entity's proposed development plans and concepts and alternatives thereto, including but not limited to, if and as appropriate, the development and adoption of amendments to the redevelopment plan for the Property, the negotiation and preparation of a development agreement, redevelopment agreement, or agreement for financial assistance (collectively, the "**Municipal Undertakings**"),

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1. Escrow Deposit.** The Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Town pursuant to the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.*, as and to the extent applicable.
- 2. Scope of Reimbursable Services.** (a) The Town shall be entitled to be reimbursed for all professional charges incurred in connection with the Municipal Undertakings defined above, the preparation and review of all related documents and materials,

including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Entity, the Entity's professionals, Town staff or retained professional(s) with respect to the Municipal Undertakings (collectively, the "**Reimbursable Activities**"). **Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Agreement, and is not contingent upon the outcome of any negotiations between the Parties.**

(b) Properly reimbursable professional charges shall be reasonable and necessary and shall relate to Reimbursable Activities performed by outside consultants and professionals. Annexed hereto as **Schedule 1** is a schedule of rates to be charged by outside professionals and consultants retained by the Town as of the date of this Agreement.

3. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Town in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account (the "**Escrow Account**") referenced to this Agreement.

4. Payments from the Escrow Funds. (a) The Town shall use such funds to pay reimbursable professional charges.

(b) Professional charges paid out of the Escrow Account shall include professional charges in connection with the Reimbursable Activities. The Entity shall not be charged for any costs and expenses not associated with the Reimbursable Activities. The only costs that shall be added shall be actual out-of-pocket expenses of such professionals or outside consultants, including normal and typical expenses incurred in connection with such Reimbursable Activities.

(c) Each payment for professional services charged to the Escrow Account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-tenth hour increments, the hourly rate, and specifying properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Town on a monthly basis in accordance with the schedule and procedures established by the Town. The professional shall simultaneously send an informational copy of each voucher or statement submitted to the Town to the Entity.

5. Accounting and Additional Deposits. As reasonably requested by the Entity, the Town shall prepare and send to the Entity a statement which shall include an accounting of funds listing all deposits, interest earnings, disbursements and the cumulative balance of the Escrow Account.

6. Close Out Procedures. Upon termination of negotiations, or upon the execution of a development or redevelopment agreement, the Entity may send written notice by certified mail to the Town, the Town Manager, the Town's Chief Financial Officer and to the relevant municipal professional(s), requesting that the remaining balance of the Escrow Deposit be refunded, or otherwise transferred to another escrow account if and as appropriate under the circumstances. After receipt of such notice, the professional(s) shall render a final bill to the Town within 30 days, and shall send a copy simultaneously to the Entity. Within 30 days of receipt of the final bill the Town shall pay all outstanding bills and render a written final accounting to the Entity detailing the uses to which the escrow funds were put. The Entity will not be responsible for any additional charges once the final accounting has been rendered by the Town in accordance with this section.

7. Disputed Charges. (a) The Entity may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Town. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within 45 days from the Entity's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Entity with an informational copy of the voucher, then the Entity shall send notice within 60 days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Entity's acceptance of the charge and a waiver by the Entity of all objections to the charge and to payment thereof out of the escrow account.

(b) During the pendency of a dispute the Town may continue to pay undisputed charges out of the Escrow Account. If a dispute over a charge is resolved in the Entity's favor after having been paid, the Town shall reimburse the Escrow Account in the amount determined to be properly disputed.

8. Governing Law. This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Sussex County, New Jersey or in a United States Court having jurisdiction in the District of New Jersey, sitting in Essex County, New Jersey, and the Entity hereby waives all objections to such venue.

9. Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

10. Entire Agreement; No Modification Unless in Writing. This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.

11. Effective Date. This Agreement shall not become effective unless and until the Escrow Deposit is made.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Witness or Attest:

TOWN OF NEWTON

By: _____

JADE LAND CO., LLC

By: _____

Schedule 1

1. **McManimon, Scotland & Baumann, LLC:** Redevelopment Counsel. \$325.00 per hour.
2. **J. Caldwell & Associates, LLC:** Town Planner. \$115.00 per hour.
3. **Harold E. Pellow & Associates, Inc.:** Town Engineer. \$120.00 per hour.